

Terms & Conditions

Dream & Drive webshop

Version: November 2024

Preamble

Reading Terms & Conditions are nobody's favorite job. They usually contain a lot of legal terms, strict definitions and endless lists of exclusions and exceptions. We don't like those either, so we try to keep ours light and readable. However, that does not mean they should be treated lightly, they are still a legally binding agreement between you and us. In all cases the intent of these Terms & Conditions should be clear, and in case they don't cover a case completely, normal reasoning should be applied.

Who's who

These Term & Conditions (**T&C**) were created for Dream & Drive Webshop, a service provided by Bankai Software bv, registered at the Chamber of Commerce under number 67066267 and located in Nijkerk, the Netherlands.

Dream & Drive Webshop can be found online, and reached at:

Website <https://www.dream-drive.shop>
Email info@dream-drive.shop
Phone +31-88-234988

General

1. These terms and conditions apply to all offers and sales to our customers. Where necessary a distinction is made between a private individual ('consumer') or the rest ('business').
2. We are flexible; if necessary we can use different T&C for you but only when explicitly agreed upon in writing in advance.
3. However, we reject the use of T&C from customers that try to enforce their terms upon us.
4. Should part(s) of these T&C be found to be invalid or contradicting, the rest of the T&C remain in effect as-is.
5. Dream & Drive Webshop offers parts for sale and repair- & refurbishment services. These will be explained in more detail below.

Definitions

So that we're on the same page, we use these definitions:

1. Consumer: a customer who is an individual acting for private purposes and not as part of a company, institute, government agency, etc.
2. Product: a physical product as sold from our webshop. Also known as 'items' or 'goods' in this document.
3. Repair: we fix something by replacing one or more minor components in a part you send us.
4. Refurbishment: our service where a part as supplied by you will be cleaned, overhauled, or has its electric and/or electronic components replaced as a whole, with the purpose to restore functionality to (near) new-like conditions.

Prices

1. All prices used by Dream & Drive Webshop are:
 - in euros;
 - inclusive of VAT for consumers;
 - exclusive of any other costs such as administration costs, levies and shipping.
2. Shipment is calculated separately based on weight, size, destination and carrier.
3. Customers outside of the EU must be prepared to pay import duties on goods shipped to them, if applicable.
4. We may adjust the prices for our products and services as shown on our website at any time.
5. Products and services are charged the price as of the moment an order is placed. Subsequent price adjustments will not affect that order.
6. Quotations for parts or services are valid for 30 days from the day of offering.

Agreements

- Any sale from our webshop, or the use of our repair or refurbishment service counts as an agreement.
- We reserve the right to refuse to fulfill an agreement without clarification. Any payments will be reimbursed immediately.
- Any change or amendment to an agreement is only valid after written confirmation.
- We may use 3rd parties to fulfill (parts of) the agreement.

What we offer

We offer 3 different types of services to you, but each has their own little subset of terms and conditions which are written below

Webshop

1. We have a webshop where we offer parts for sale, either new, repaired or refurbished.
2. These parts are either shipped 'off the shelf' or are dropshipments from 3rd parties.
3. Parts will be shipped within 3 days after receipt of payment while stock lasts, unless indicated otherwise by the customer. This period may be extended due to official holidays.
4. Parts that are out of stock will be shipped as soon as possible. The customer will be notified parts are expected.
5. All images, photos, colors, drawings, descriptions on the website are only indicative and approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Repair service

1. Dream & Drive Webshop offers repair services of certain electric and electronic car parts. These are on a best effort basis as some electronic components are not produced anymore or difficult to obtain.
2. Customer understands that especially with older electronic parts, faults may develop slowly and occur intermittently. Faults may also be caused by other parts of the electric system (in particular old wiring) that are outside of the scope of the repair.
3. In case the part is:
 - a) found to be in working order (i.e. no detectable fault);
 - b) deemed unrepairable;
 - c) economically unfeasible to repair;then the part will be returned unmodified to the customer and customer will get a 50% refund on the purchase for the service.
4. In case a repair is succesful the customer will get his original part returned with replaced components.
5. We are under no obligation to accept or repair parts sent to us un-announced.
6. Repairs for consumers have a limited Right of Withdrawal policy, as outlined below.

Refurbishment service

1. Dream & Drive webshop offers refurbishment services of certain electronic car parts. In this case, most of or a significant part of the electronic components inside will be replaced. Refurbishment may also include cleaning, lubrication, replacement of plastic or rubber parts, calibration, et cetera.
2. The customer may get a replacement part with same functionality and overall dimension (swap out). Should the customer wish to have his original part shipped back, this should be indicated by the customer and acknowledged by Dream & Drive webshop before shipment.
3. Dream & Drive will not send out a replacement part before the customer's unit has been received and inspected.
4. Dream & Drive Webshop will not accept parts that are deemed unfit for refurbishment, especially mechanical failures that will hinder its function. The part will be returned unmodified and the customer will get a 50% refund on the purchase for the part.
5. We are under no obligation to accept or refurbish parts sent to us un-announced.
6. Refurbishments for consumers have a limited Right of Withdrawal policy, as outlined below.

Payments and terms

1. Orders placed in our webshop must be paid in full before we send the items. This is usually accomplished with online payment.
2. Businesses may, after written confirmation, pay after delivery of goods or services.
3. In certain cases we may require a down payment of 50% in advance.
4. Our payment term is 30 calendar days after date of invoice.
5. All products shipped to you remain our property until paid in full. This also includes goods for which there is a warranty claim or other dispute.

If you don't pay

1. In case you forget to pay in time, we will remind you gently at first.
2. However, you are immediately 'in default' after the first payment term has lapsed.
3. When in default, we reserve the right to suspend further shipments or services to you until all outstanding invoices are paid (even the ones that aren't overdue yet).

4. Should payment not be forthcoming, even after several reminders, we may use a debt collector to reimburse the outstanding invoice(s). Any additional cost have to be paid by you.
5. We may also invoke our 'title of retention' and claim the goods back, if applicable. Again, you are responsible for additional cost this involves from our side.

Delivery

1. Make sure to enter the correct address when placing an order. We are not responsible for missed items when you have us send it to the wrong address.
2. Also make sure you can receive your goods. Not being at home when the delivery person rings your doorbell is not a good excuse to claim it was not delivered in time.
3. In fact, we don't give any guarantees for delivery times. We are completely dependant on postal services which have their own set of Terms & Conditions.

Shipping from Dream & Drive Webshop

1. Dream & Drive Webshop will ship repaired and/or refurbished parts in adequate packaging and with Track & Trace if possible.
2. Shipments valued at more than €100 will be shipped insured; the cost will be included in the shipping cost.
3. If the package of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of this Dream & Drive Webshop may not be held liable for any damage.
4. If the customer himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to Dream & Drive Webshop, failing which Dream & Drive Webshop cannot be held liable for any damage.

Shipping to Dream & Drive Webshop

1. Products that are being returned should be send back in their original packaging.
2. For repairs and refurbishments, the customer must send in his part in an suitable package with adequate postage, Track & Trace (with signature upon receipt) and optionally insurance.
3. When shipping parts from outside the European Union, the customer is responsible for filling in the correct form(s) for clearance by customs. In particular the description and category should be correct and avoid payment of import duties by Dream & Drive Webshop.

4. Parts should be sent in within 6 weeks of completing the order; failure of the customer to send in his repair parts will result in a cancellation and refund of the order by Dream & Drive webshop, minus a 10% handling fee.
5. Dream & Drive Webshop reserves the right to refuse parts that have been damaged in shipping, have inadequate postage or incur import duties.

Right of withdrawal

This section only applies to consumers within the European Union. All other customers have no right of withdrawal.

1. A consumer may cancel an online purchase of a product during a cooling-off period of 14 days without giving any reason, provided that:
 - a) the product has not been used;
 - b) the product is not specially tailored for the consumer or adapted to its special needs;
 - c) its warranty seals are intact;
 - d) the purchase does not concern an (assignment to) urgent repair or refurbishment.
2. The cooling-off period of 14 days as referred to in paragraph 1 commences on the day after the consumer has received the last product or part of 1 order.
3. For repair or refurbishment services, the cooling off period will end the moment the part has been received by Dream & Drive webshop as indicated by Track & Trace, even if this is shorter than 14 days after the order has been placed. This because once a repair or refurbishment has started it generally cannot be undone.
4. The consumer can notify his right of withdrawal via email at info@dream-drive.shop, or using the contact form on the website.
5. The consumer is obliged to return the product to Dream & Drive Webshop within 14 days after the notification of his right of withdrawal, after which period his right of withdrawal will lapse.
6. The costs for returning the item(s) will be borne by the customer.
7. Dream & Drive webshop will reimburse the customer within 14 days after receipt of the goods.

Warranty

1. Repaired parts carry a warranty of 24 months after date of delivery, provided the part:
 - a) was used for its intended purpose(s);

- b) was not subject to overvoltage, short circuit, fire, ingress of liquids or any other circumstance that would cause a defect;
 - c) was damaged by gross negligence of the customer;
 - d) has not been opened or tampered with.
2. Refurbished parts and products purchased from the webshop carry a warranty of 36 months after date of delivery. This warranty only applies to defects caused by faulty manufacture, construction or materials.
 3. Warranty is void if any of the seals on the parts are broken or removed.
 4. Warranty for repairs does not cover a different fault than originally repaired.
 5. The customer is responsible for checking that the other electric and electronic parts of the car are free of faults, e.g. a short circuit that may have caused damage in the first place.

Indemnity

1. The customer indemnifies Dream & Drive Webshop against all third-party claims that are related to the products and/or services supplied by Dream & Drive Webshop.

Liability of Dream & Drive Webshop

1. Dream & Drive Webshop is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. Liability for goods or parts lost during shipping is limited to the maximum insurance as offered by the carrier used for the shipment.
3. If Dream & Drive Webshop is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
4. Dream & Drive Webshop is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
5. If Dream & Drive Webshop is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
6. Every right of the customer to compensation from Dream & Drive Webshop shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

Force majeure

Fire, hurricanes, floods, war, strikes... Unfortunately these events do happen from time to time.

1. Force majeure situations include but are not limited to:
 - state of emergency (such as civil war, insurrection, riots, natural disasters, etc.);
 - defaults and force majeure of suppliers, deliverymen or other third parties;
 - unexpected disturbances of power, electricity, internet, computer or telecoms;
 - computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages (strikes).
2. If Dream & Drive Webshop cannot fulfill one or more obligations towards the customer due to force majeure, these obligations will be suspended until Dream & Drive Webshop can comply with it.
3. Should the force majeure situation last for longer than 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
4. Dream & Drive Webshop does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Changes in the general terms and conditions

1. Dream & Drive Webshop is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Dream & Drive Webshop with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Dream & Drive Webshop is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.