

User terms



Better Automotive Solution

1. General

1.1: The platform Better Automotive Solution, hereinafter referred to as 'BAS', and the associated domain names are property of the B.V. with limited liability BASolution B.V. as well as all intellectual property rights.

1.2: BAS was established with the aim of digitizing valuations, the purchase and sale of vehicles.

1.3: The user conditions apply to the use of this platform at all times. It is the responsibility of the user to take note of the user terms.

1.4: BASolution B.V. reserves the right to change the user conditions at any time.

1.5: The rights to BAS are the property of BASolution B.V., as well as the associated domain names. The user is never permitted to use, change or make any content public.

2. Access

2.1: To be able to use the platform, the provision of the required data is mandatory. Whether or not to provide access to the platform is entirely at the discretion of BASolution B.V. Access can be denied without giving reasons.

2.2: BASolution B.V. accepts no liability in regard to the correctness of the provided data, this is always the responsibility of the user. When you register as a user you give explicit permission for the use and storage of your data. BASolution B.V. will only use this data for purposes that are directly related to the functionalities and use of BAS.

2.3: It is forbidden to register on behalf of another person or entity. The use of multiple or other identities is not permitted.

2.4: The user is at all times responsible for all actions carried out on behalf of users and the consequences and obligations arising therefrom. The user must therefore handle log-in data carefully and not provide it to third parties.

2.5: BASolution B.V. can decide at any time to terminate the user's participation.

3. Rights and obligations

3.1: A bid made by the purchasing party has a validity of 4 weeks.

3.2: When a vehicle arrives more than 1 month later than indicated at the time the buying party has made the bid, the buying party has the right to cancel the purchase without any further obligation. If the purchasing party cancels the purchase, the selling party has the option of selling the vehicle to another party.

3.3: A made bid is binding and cannot be revised. Unless it is likely that there was a mistake with input. For example a typo.

3.4: Transactions are established between provider and user through the platform. The user owes an administration fee of € 29 excluding VAT for each transaction to the selling provider. BASolution B.V. has to inform the user at least 4 weeks in advance, if there is a change in the administration costs in the future.

3.5: The user is not permitted to approach the selling party outside of BAS for the purchase of vehicles offered via BAS.

3.6: BASolution B.V. accepts no liability for the content and/or fulfilment of a transaction between user and a provider nor for the information provided by this provider in this transaction.

3.7: The user is obligated to take care of the payment within 2 working days after receipt of the invoice. The invoice must be paid at all times through a digital transaction.

3.8: The user is obligated to arrange the transportation of the vehicle within 7 days after receipt of the invoice. Exceeding this period leads to an expense reimbursement to the selling party by the user of € 7.50 excluding VAT per day.

3.9: After receiving the vehicle, the user can indicate within 48 hours via BAS whether the vehicle conforms to the description. If the vehicle does not comply with the given description via BAS, the user can submit a digital reclamation. Complaints will only be processed if they have been submitted using the appropriate functionality in BAS. If the user has not complied with the aforementioned obligations in 3.7 and 3.8, the right to submit a reclamation lapses.

3.10: There is an excess of € 300 excl. VAT that applies to all reclamations, regardless of whether the information provided by the selling party is correct or not.

3.11: User always acts as a professional buyer. The purchase by the user is made on the basis of equivalent knowledge, with the supplier and user, with regard to the overall condition and history of the car.

3.12: The user is never permitted to collect and/or use information for other purposes. Such as vehicle data and (vehicle) data from other users, selling parties or other interested parties. The user is also not permitted to contact other users, selling parties or other interested parties in any way via personal data obtained from content without written permission from BASolution B.V.

4. Liability

4.1: BASolution B.V. accepts no liability for consequential damage, possibly lost turnover and profit, loss of data and/or immaterial damage related to or resulting from services that BASolution B.V. conducted.

4.2: BASolution B.V. accepts no liability for any damage resulting from the unavailability of BAS, regardless of the duration and cause of this malfunction.

4.3: If BASolution B.V. ever accepts any liability, this liability is limited to a maximum of € 2,500, two thousand five hundred euros.

4.4: Dutch law applies to the terms of use. All possible disputes will be submitted to the competent Dutch court of the district Gelderland – Midden.