

# **General Terms & Conditions**

## **§ 1 General**

(1) Our offers in English language are aimed exclusively at entrepreneurs (see §14 BGB) located outside of Germany. We do not contract with consumers (see §13 BGB).

(2) Deviating provisions of the customer do not apply, unless the seller has confirmed this in writing. Individual agreements between the seller and the customer always have priority.

(3) The business relations between the seller and the customer are subject to the law of the Federal Republic of Germany. For consumers, this choice of law applies only to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence. The validity of UN purchasing law is excluded.

(4) The contract language is German.

(5) Jurisdiction is Grosshabersdorf, as far as the customer is a merchant or a legal entity under public law or public law special fund. The same applies if a customer does not have a general place of jurisdiction in Germany or the place of residence or habitual residence is not known at the time the complaint is filed.

(6) We deliver to the following countries: Germany, Austria, Netherlands, Belgium, Luxembourg, Great Britain, Ireland, Italy, Spain, Portugal, Greece, Denmark, Finland, Malta, Sweden, France, Monaco, Bulgaria, Poland, Romania, Hungary, Estonia, Lithuania, Cyprus, Latvia, Slovakia, Slovenia, Czech Republic, Switzerland, Liechtenstein, Norway and Canada.

## **§ 2 Contract contents and contract conclusion**

(1) The seller offers customers in the online shop [www.auto-chiptuning.de](http://www.auto-chiptuning.de) and its depending domains new goods, especially chip tuning control units, for sale.

(2) When purchasing in the online shop, a purchase contract is concluded by the acceptance of the customer's order by the seller. Price awards in the online shop do not constitute an offer in the legal sense. The receipt and acceptance of the order will be confirmed to the customer by e-mail.

The customer also has the option to ask the seller for a specific item by phone, e-mail, fax or letter. Upon receipt of such request, the seller will submit a corresponding offer to the customer by e-mail, letter or fax. A contract is only concluded when the customer accepts this offer.

(3) The contract text can not be viewed after the order. We therefore ask you to save the contract text.

## **§ 3 Prices, shipping costs, sales tax and payment**

(1) For orders via the online shop, the prices stated there apply. All prices include the legal VAT.

(2) The prices are plus shipping and packaging costs, which will be announced to the customer before placing the order.

The amount of shipping depends on the weight and dimensions of the goods and the desired destination. See shipping and payment.

(3) The delivery of the customer by the seller is made according to the customer's request against the following payment methods: Prepayment (by bank transfer, by Paypal).

If the customer chooses advance payment by bank transfer, the payment is due no later than 7 calendar days after conclusion of the contract.

If payment is made by cash on delivery, the purchase price plus shipping costs and cash on delivery charges upon delivery and presentation of the COD by the contracted transport company is due.

(4) If a customer defaults on its payment obligations, the seller may claim damages in accordance with the statutory provisions and / or withdraw from the contract.

(5) The seller always issues an invoice to the customer, which is given to him on delivery of the goods or otherwise received in text form.

#### **§ 4 Retention of title**

The delivered goods remain the property of the seller until all claims under the contract have been fulfilled. In the event that the customer is a legal person of public law, a public special estate or an entrepreneur in the exercise of his commercial or independent professional activity, also beyond the current business relationship until the settlement of all claims related to the seller to be entitled to the contract.

#### **§ 5 Right of retention**

The customer is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

#### **§ 6 Proper registration of the parts / export and motor sport parts**

All kits, delivery items and individual parts are - unless otherwise indicated - only for export or motorsport and not allowed in road traffic in the area of StVO. The customer is responsible for the proper registration of these parts in the motor vehicle papers and for the safety of the use of these parts in road traffic, in compliance with the legal regulations of his country. If no partial appraisal has been obtained or no partial appraisal is available, the vehicle is not admitted in the area of the StVO. Partial reports can be prepared on request. The MSC control unit entered in the vehicle documents must be reported to your vehicle insurer.

#### **§ 7 Liability for material and legal defects**

(1) Insofar as defects exist, the customer is entitled to the statutory warranty rights in accordance with the following provisions.

If only traders are involved in the contract, §§ 377 ff. HGB apply in addition.

(2) Damage caused by improper actions of the customer during installation, connection, operation or storage of the goods do not constitute a warranty claim against the seller.

Instructions for proper treatment, the customer can refer to the manufacturer's descriptions.

(3) Defects must be notified by the customer to the seller within a warranty period of two years for new items or one year for used items.

If the customer is an entrepreneur, the warranty period for new items is one year. For used things, the warranty against entrepreneurs is excluded.

The above limitations of liability shall not apply if the Seller has fraudulently concealed a defect or provided a guarantee for the quality of the goods, and not for claims for damages by the Customer for compensation for damage to body or health due to a defect for which the Seller is responsible which are based on intentional or grossly negligent fault of the seller or his vicarious agents.

(4) If there are defects and these were claimed in time, the seller is entitled to supplementary performance. If the supplementary performance fails, the customer is entitled to reduce the purchase price or to withdraw from the contract. Otherwise, the statutory provisions apply.

#### **§ 8 Information obligations in case of transport damage**

If goods are delivered with obvious damage to the packaging or the contents, the customer shall immediately claim this without prejudice to its warranty rights (§ 7) to the carrier / freight service and immediately by e-mail or otherwise (fax / mail) with the seller Contact him so that he can protect any rights to the carrier / freight service.

## **§ 9 Disclaimer**

(1) Outside the liability for material and legal defects, the seller is liable without limitation, as far as the cause of damage is based on intent or gross negligence. He is also liable for the slightly negligent violation of essential obligations (obligations whose breach endangers the achievement of the purpose of the contract) as well as for the violation of cardinal obligations (duties whose fulfillment makes the proper execution of the contract in the first place and whose compliance the customer regularly trusts) , but only for the foreseeable, contract-typical damage. The seller is not liable for slightly negligent breaches of duties other than those listed above.

(2) The limitations of liability of the preceding paragraph shall not apply in the event of injury to life, body or health, for a defect after assuming a guarantee for the quality of the product and for fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

(3) If the liability of the seller is excluded or limited, this also applies to the personal liability of his employees, representatives and vicarious agents.

Grosshabersdorf, 15.07.2022