



## General Terms of Delivery

Customers can call up these Terms of Trade (ToT) at <http://www.chiptuning.com/eng/company/general-terms-of-delivery.html> and save them in PDF format. A free program to open PDF files is available at <http://get.adobe.com/de/reader/>. Our Terms of Trade will additionally be sent to customers by e-Mail directly after conclusion of the sale, so that customers can store and print them.

### § 1 GENERAL

(1) These Terms of Trade apply to all contracts, deliveries and other services provided by **DTE-Systems GmbH**, Maria-von-Linden-Straße 23, 45665 Recklinghausen (referred to below as the "seller") through the online shop [www.chiptuning.de](http://www.chiptuning.de) and to all subdomains belonging to this domain.

(2) German law shall prevail over the business relationships between the seller and its customers. If the customer is a consumer, this choice of law applies only insofar as it does not nullify the protection granted by overriding provisions of the law of the state in which the consumer normally resides. The application of UN commercial law is excluded.

(3) The language of contract is German.

(4) If the customer is a merchant, a legal entity under public law or a public law special trust, the place of jurisdiction is Recklinghausen. The same applies if a customer does not have a general place of jurisdiction in Germany or if its normal place of residence is unknown at the date that legal action is initiated.

In the case of consumers, the place of jurisdiction is the customer's place of residence.

### § 2 CONCLUSION OF CONTRACT

(1) By entering the manufacturer, model and type of vehicle, the customer can select products from the seller's range in the shop and collect these in a so-called shopping cart using the "Add to shopping cart" button. The customer submits a binding offer of purchase for the goods in its shopping cart by pressing the "Buy" button. The customer can review and change the data at any time before sending the order. However, the application cannot be submitted and transmitted until the customer has clicked on the "Accept ToT" button, thereby accepting these terms of contract and agreeing to these becoming an integral component of its order.

(2) The seller will then send an automatic confirmation of receipt to the customer by e-Mail. This contains the details of the order and can be printed out by the customer using the "Print" function. The automatic confirmation of receipt solely documents that the customer's order has been received by the provider, but does not represent acceptance of the offer. The contract first enters force with the seller's prompt issue of its declaration of acceptance (maximum two days), which shall be sent by a separate e-Mail.

### § 3 PRICES, SHIPMENT COSTS, VALUE-ADDED TAX AND PAYMENT

(1) The prices stated apply to orders placed through the online shop. All prices include value-added tax at the prevailing rate, which is itemised separately.

(2) The prices do not include the shipment or packaging costs known to the customer before it issues the order. The amount of shipment costs depends upon the weight and size of the goods and upon the destination: see <http://www.chiptuning.com/index.php?id=219>

(3) The seller delivers to the customer in return for one of the following methods of payment at the customer's discretion: payment in advance (by bank remittance, PayPal, credit card), against invoice or cash payment upon collection.

(4) In case of delivery against invoice, payment is due immediately on receipt of invoice.

(5) If the customer is in default of its obligations of payment, the seller can demand damages in accordance with legal provisions and/or withdraw from the contract.

### § 4 DELIVERY AND TRANSFER OF RISK

(1) Unless agreed otherwise by contract, the ordered goods shall be delivered to the address stated by the customer. The delivery is made from the seller's warehouse.

(2) Unless expressly agreed otherwise, the seller shall dispatch the goods within 3-5 work days.

### § 5 RESERVATION OF TITLE

The delivered goods remain the property of the seller until all claims arising from the contract have been fulfilled. If the customer is a legal entity under public law, a public law special trust or a merchant exercising its commercial activity or self-employed occupation, the goods furthermore remain the property of the seller until all claims accruing to the seller from on-going business relationship in the context of the contract have been settled.

### § 6 LIABILITY FOR MATERIAL DEFECTS AND LEGAL FAULTS

(1) In case of defects, the customer accrues the warranty rights regulated by law in accordance with the following provisions. If only merchants are involved in the contract, §§ 377 ff. HGB applies in addition.

(2) If the customer is a merchant, the warranty period for new items is one year.

(3) No warranty is extended for used items if the customer is a merchant. If the customer is a consumer, the warranty period for used items is 12 months.

### § 7 DUTY OF NOTIFICATION IN CASE OF TRANSPORT DAMAGE

If goods are delivered with obvious damage to the packaging or contents, the customer is requested to complain to the carrier/freight forwarder immediately – this without prejudice to its warranty rights (§ 7) – and to notify the seller without undue delay by e-Mail or in some other way (fax/post), so that the seller can assert its rights against the carrier/freight forwarder.

### § 8 LIABILITY

(1) The customer's claims to damages are excluded. Exceptions to this are claims to damages on the part of the customer which concern fatalities, physical injuries or harm to health, which are attributable to the violation of major contractual obligations (cardinal duties) or which concern liability for other damages attributable to malice aforethought or gross negligence on the part of the seller, its legal representatives or its vicarious agents. Major contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract.

(2) If the seller is culpable of violating major contractual obligations due to simple negligence, it is liable only for the damages typically foreseeable for the type of contract, unless the customer's claims to damages concern fatalities, physical injuries or harm to health.

(3) The restrictions described in Paragraphs 1 and 2 also apply in favour of the seller's legal representatives and vicarious agents if claims are pursued directly against these.

(4) The provisions of product liability law remain unaffected.

### § 9 PACKAGING ORDINANCE

The provider participates in a nationwide waste disposal system in accordance with § 6 Para. 1 of the German Packaging Ordinance.