

## GENERAL TERMS AND CONDITIONS

Reiter Engineering GmbH & Co. KG (in the following RE)

Managing Director: Johann Reiter

Leobendorfer Str. 39, 83417 Kirchanschöring

Germany

VAT ID No.: DE223213055

### 1. Validity

The following terms and conditions shall apply exclusively to deliveries and services provided by RE. Any terms and conditions of the ordering party that are contrary to or deviate from these terms and conditions shall only be recognized by us if we have expressly agreed to their validity in writing.

The conditions are an agreed component of all contracts concluded with RE. They shall apply to future transactions even if they are not expressly included again.

### 2. Offers

Our offers are always subject to change. We reserve the right to make technical changes as well as changes in shape, color and/or weight within the scope of what is reasonable.

Delivery promises, oral declarations and special agreements shall only be valid if they have been confirmed by RE in text form.

A delivery contract is not already concluded with the confirmation of receipt of the order, but only when RE has sent the customer a contract confirmation in written or electronic form or has carried out the delivery.

### 3. Delivery

Deliveries are always made on the agreed delivery date, which is initially non-binding and subject to the reservation of own supply, unless we have guaranteed a binding delivery date. Partial deliveries are permissible. If the delivery date is exceeded, the purchaser is entitled to withdraw from the contract or from the part of the contract that has not yet been fulfilled if he has previously set a reasonable grace period and RE is in default of delivery.

In the case of custom-made products at the request of the purchaser, withdrawal from the contract is excluded.

Unforeseen obstacles to delivery, such as cases of force majeure, operational disruptions in RE's own business or in the business of the upstream supplier or manufacturer, strike, transport difficulties, etc., shall release RE from the obligation to deliver.

The unconditional creditworthiness of the Purchaser is a prerequisite for delivery. If doubts arise after conclusion of the contract, RE is entitled to withdraw from the contract.

### 4. Shipment

The shipment is always at the expense and risk of the buyer unless otherwise expressly agreed between the parties. This provision shall also apply to any return shipments unless mandatory statutory provisions require the seller to bear the costs and risk of the return shipment. The risk shall pass to the buyer at the latest upon dispatch of the goods.

If the shipment is delayed through no fault of ours, the goods shall be stored at the expense and risk of the buyer. In this case, our notification of readiness for dispatch shall be equivalent to dispatch. Shipment shall be made at our discretion, but without risk for the least expensive mode of shipment. Shipping instructions of the buyer will be considered if possible. RE does not take out insurance for transport damages.

### 5. Prices and terms of payment

All prices are in EURO plus the valid legal value added tax. The invoice amount is due immediately and without deduction upon delivery, unless otherwise expressly agreed. Payment shall be made upon delivery by advance payment or, if expressly agreed, on account.

The shipping costs, which include costs for packaging and transport, will be calculated separately on an individual basis and may differ for deliveries abroad.

Counterclaims not recognized by us in writing or legally established entitle the buyer neither to offset nor to withhold payment. In the event of default in payment, interest on arrears shall be paid in accordance with the statutory provisions, subject to the assertion of further claims for damages.

### 6. Revocation instruction

If the buyer is a consumer and a contract was concluded with RE outside of business premises or a distance selling contract was concluded, the following cancellation policy shall apply.

#### 6.1 Right of revocation

You have the right to revoke the contract within 14 days without giving any reason.

The revocation period is 14 days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the goods.

To exercise your right of withdrawal, you must send us (Reiter Engineering GmbH & Co. KG, Leobendorferstr. 39, 83417 Kirchanschöring, phone number: 08685 77920, e-mail: info@reiter-engineering.com) by means of a clear declaration (e.g. a letter sent by mail, fax or e-mail) about your decision to revoke this contract. You can use the attached sample withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### 6.2 Consequences of the revocation

If you revoke the contract, we shall repay to you all payments that we have received from you, including the delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without undue delay and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods.

#### Sample cancellation form

(If you want to revoke the contract, please fill out this form and send it back).

To Reiter Engineering GmbH & Co. KG,  
Leobendorferstraße 39, 83417 Kirchanschöring, e-mail:  
info@reiter-engineering.com:

I/we (\*) hereby revoke the contract concluded by me/us (\*)  
for the purchase of the following goods (\*)/provision of the  
following services (\*):

Ordered on (\*)/received on (\*):

Name of consumer(s):

Address of consumer(s):

Signature of the consumer (only in case of communication  
on paper)

Date

\_\_\_\_\_

(\*) Delete where not applicable.

End of the cancellation policy

#### 7. Reservation of proprietary rights

Until full payment of the purchase price including invoiced value added tax, as well as the fulfillment of all existing claims against the buyer at the time of delivery, we retain title to the delivered goods. In the event that the buyer sells the goods subject to retention of title, it shall be deemed already agreed upon conclusion of the purchase contract

that the purchase price claim resulting from the sale, including the invoiced value-added tax, shall be transferred to RE in the amount of the outstanding claim at RE.

The Purchaser shall be entitled to resell the reserved goods only subject to the provision that the purchase price or compensation for work claim shall be transferred to us in accordance with the above provisions. The purchaser shall not be entitled to make any other dispositions, in particular not to further assignments of claims.

The purchaser shall notify RE immediately of any third party access, in particular in the event of seizure of our goods subject to retention of title.

#### 8. Warranty

Illustrations and descriptions are for general clarification only; technical data may be subject to change, as we are always endeavoring to further develop our products. Information in the descriptions, about performances, speeds etc. are not binding data, but are to be regarded as approximate.

We expressly point out that motorsport parts are short-lived high-performance products which are not approved for public road traffic.

If the purchaser is an entrepreneur, we shall initially provide warranty for defects in the purchased item at our discretion by rectifying the defect or providing a replacement.

If the purchaser is a consumer, he shall initially have the choice as to whether the subsequent performance is to be effected by repair or replacement. However, we shall be entitled to refuse the type of supplementary performance chosen if it is only possible at disproportionate cost and the other type of supplementary performance does not involve any significant disadvantages for the consumer.

Entrepreneurs must notify us in writing of obvious defects within a period of two weeks from receipt of the purchased item; otherwise the assertion of the warranty is excluded.

Damage caused by improper handling, installation or overuse of the purchased item or by failure to comply with the regulations on handling, maintenance and care of the purchased item are excluded from the warranty.

#### 9. Limitation period

In the case of used goods, the period of limitation for warranty claims shall be one year from delivery of the purchased goods.

#### 10. Use in public road traffic

For approvals for operation in public road traffic, only the ABE belonging to the respective product or the TÜV certificate and any conditions contained therein are authoritative. The goods manufactured and offered for motorsport do not have approval for use on public roads, unless expressly stated otherwise.

Exclusively the purchaser is liable for the compliance with the legal approval regulations when using the products

offered by RE, which are only intended for motor sports, in public road traffic.

#### **11. Liability**

RE shall not be liable for slightly negligent breaches of duty insofar as these do not relate to material contractual obligations or guarantees or constitute damage resulting from injury to life, limb or health or claims under the Product Liability Act.

If the liability of RE is excluded or limited, this shall also apply to the liability of legal representatives, employees and vicarious agents of the Provider.

#### **12. Proper Installation**

With many of the products offered by RE, which are exclusively intended for motor sports, we expressly address specialists. The products often do not include installation instructions. In order to exclude misuse and incorrect use, the products may only be installed by specialists or in specialist workshops.

#### **13. Place of performance and jurisdiction**

The place of performance for the mutual contractual obligations shall be the registered office of RE.

Insofar as the buyer is a merchant, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Traunstein.

#### **14. Applicable law**

German law shall apply exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply, even if the Purchaser has its registered office abroad.

#### **15. severability clause**

Should individual provisions of these General Terms and Conditions be legally ineffective, the other clauses shall remain unaffected. In place of the invalid provision, a provision of the same wording shall be used within the scope of the law.