

# ***General Terms and Conditions***

## **General Terms and Conditions of MPL-Tuningparts Ltd. Hutmacherring 17, 23556 Lübeck**

Situation as per August 28, 2008

### **1. General Provisions**

The following General Terms and Conditions apply for all contracts, deliveries and other services. The seller hereby expressly contradicts deviating regulations of the contracting partner. All subsidiary agreements require the seller's written confirmation.

"MPL-TUNINGPARTS LTD" is entitled at any time to amend or supplement these General Terms and Conditions including all possible attachments within a reasonable period of notice. Orders received beforehand are settled according to the old General Terms and Conditions still valid at that time.

### **2. Offers**

The seller's offers are without obligation. Minor deviations and technical changes with regard to the provided drawings or specifications are possible. The respective catalogue loses its validity, when a new edition is published.

### **3. Delivery and Payment**

The terms of delivery and payment of "MPL-TUNINGPARTS LTD" are stated in the order form in more detail. There is no minimum order quantity. All indicated prices include the legal VAT to the extent of 19% at present.

The seller reserves the right to carry out a partial delivery as far as this appears to be advantageous for a quick handling of the order. A surcharge common for the location is charged for special forms of shipment desired by the customers.

### **4. Delivery Times**

Goods in stock (the seller is not liable for transport problems) will be dispatched within 5 days. If the goods are not in stock at the time of order, the seller tries to ensure a delivery as fast as possible. If a term of delivery or service is not complied with due to force majeure, industrial dispute, unforeseeable obstacles or other circumstances not within the seller's responsibility, the term is extended appropriately. If the term of delivery is not complied with due to other reasons than those indicated above, the buyer is entitled to set in writing an adequate additional time with refusal to accept performance and to withdraw from the contract with regard to the delivery or service agreed therein, if said time has expired without effect. Claims of damages due to delay or impossibility or non-compliance, respectively, also such claims incurred until the withdrawal from the contract, are excluded, unless a legal representative of the company "MPL-TUNINGPARTS LTD" has acted with intent or grossly negligent.

### **5. Right of Return**

The seller grants a right of return for goods not used within 1 month. The deadline for returning goods is kept by dispatch of the goods in due time (date of invoice). The seller accepts only return deliveries with postage prepaid.

### **6. Revocation instruction for private users in the European Union**

Instruction pursuant to §§312d, 355 BGB (German Civil Code). The seller acts as a commercial vendor.

Any buyer has the right to revoke his/her contract statement in writing (e. g. letter, fax, email) within one month after receipt of the goods without stating any reasons or by return of the article. The revocation period shall begin no sooner than with receipt of a written revocation instruction to be submitted in writing separately after the transaction. The notice period shall be deemed observed, when the revocation or the article is dispatched in due time.

The revocation is to be addressed to: MPL-Tuningparts Ltd. ; Hutmacherring 17 ; 23556 Lübeck ; Germany or [mpl@mpl-tuningparts](mailto:mpl@mpl-tuningparts).

## **7. Consequences of Revocation**

In case of a valid revocation the services received from both sides are to be returned. If the buyer cannot return the received service at all or partially or only in an impaired condition, he/she has to provide compensation to the buyer to this extent, if applicable. This does not apply regarding the transfer of articles, if the impairment thereof is only attributable to inspection thereof- as it would have been possible in a shop, for example.

Incidentally the buyer can avoid providing compensation by refraining from using the article like his or her property and by refraining from all actions, that would have a detrimental influence on its value. Articles that can be send in parcels must be returned. Articles that cannot be send in parcels will be picked up from the buyer. The buyer has to bear the return costs, if the goods delivered correspond to the goods ordered and the price of the article to be returned does not exceed a sum of 40 Euros or, in the event of a higher price of the article, if the buyer has not yet reciprocated or provided a contractually agreed partial payment at the time of revocation. Otherwise the return will be free of charge for the buyer, the required return costs will be reimbursed with the purchasing price.

## **8. Passage of Risk**

Any risk will be passed to the buyer with the shipment of the goods by "MPL-TUNINGPARTS LTD".

## **9. Warranty**

"MPL-TUNINGPARTS LTD" warrants that the sold goods are free of material and manufacturing defects and have the contractually ensured features at the time of the passage of risk.

The buyer must check the goods regarding defects and condition immediately upon receipt thereof. In case of obvious defects, these must be reported in writing to the seller within 10 days after discovery; this also applies for hidden defects. Otherwise, the warranty for these defects is void. The warranty for TÜV-certified articles covers 24 months after delivery. All articles not supplied with a certificate are racing articles and are generally not covered by warranty. In case of complaints, the purchasing date must be proven by an invoice. The rejected article must be send back including a copy of the invoice and with postage prepaid.

The warranty does not cover the ordinary wear or tear. The warranty is void, if the customer alters the delivered goods. "MPL-TUNINGPARTS LTD" has the right to be given the opportunity to remedy defects free of charge during the period of warranty. A partial or complete replacement of the article is admissible. If defects are not remedied within an adequate period, the buyer is entitled to conversion or deduction. § 476a BGB applies.

## **10. Reservation of Ownership**

Until the complete payment has been effected, the goods remain the property of the company "MPL-TUNINGPARTS LTD".

## **11. Data Storage**

Pursuant to § 28 of the Bundesdatenschutzgesetz (BDSG, Federal Data Protection Act) we point out that the data required within the scope of the business transaction are processed and stored by means of an EDP system pursuant to § 33 (BDSG). Personal data will be treated confidentially, of course.

## **12. Place of Venue**

Place of fulfillment and place of venue for both parties is Lübeck (Schleswig Holstein). German law applies exclusively.