

General Business Terms & Customer Information (as of August 2015)

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A. General Business Terms

§ 1 Scope of application, definitions

(1) The business relationship between MOTORSPORT24 and the customer apply only to the following terms and conditions which are valid from the time of the order as amended. Any deviating conditions of the buyer is hereby expressly excluded, unless MOTORSPORT24 agrees to them explicitly.

(2) The customer is a consumer, if the purpose of the required supplies and services can not be attributed to commercial or independent professional activity or use. The customer is an entrepreneur if he is a natural or legal person, or a legal partnership of which the conclusion of contract is exercised in regards to commercial and independent professional practice.

§ 2 Conclusion of contract

(1) The customer sends a message to MOTORSPORT24 including the wanted items and the delivery address.

(2) MOTORSPORT24 sends an offer including all costs to the customer (email or fax).

(3) The customer confirms the offer by email or fax.

(4) MOTORSPORT24 sends an invoice to the customer. The contract is binding with sending this invoice.

§ 3 Availability of goods

With sending the offer, MOTORSPORT24 tells the customer the estimated delivery time.

§ 4 Retention of title

Until full payment is received, all goods supplied remain the property of MOTORSPORT24.

§ 5 Prices and shipping costs

(1) All prices indicated on "MOTORSPORT24.de" are inclusive of applicable taxes, except the prices are expressly mentioned excluding taxes.

(2) Orders will be shipped by UPS, DPD or via a carrier of your choice available from MOTORSPORT24.

(3) The shipping cost of express delivery must be agreed to separately. (4) In the case of self pickup, of which shipping costs are dropped, an individual agreement is required for self pickup possibility.

§ 6 Payment methods

(1) The customer can only make payments in advance unless both parties agree to a different payment method.

(2) Payment of purchase is payable immediately upon conclusion of contract. If payment is past deadline, the customer is in default in failure to observe the deadline. In this case, the customer must pay MOTORSPORT24 default interest at the statutory rate.

(3) The customer's obligation to pay default interest does not include assertions of further damages caused by default through the provider.

§ 7 Warranty, used parts, Guarantee

(1) MOTORSPORT24 is liable for defects in accordance with the applicable statutory provisions, particularly §§ 434 et seq.

(2) By purchases of used street legal parts, the warranty is excluded from the statutory regulation and does not exceed one year.

(3) A guarantee is made for goods supplied by MOTORSPORT24 only if it has been expressly stated in the order confirmation.

(4) For orders by entrepreneurs in regards to paragraph 1, clause 2 of these provisions, the warranty period is one year.

§ 8 Liability

(1) Customer claims for damages are excluded. Hereof excluded are claims for damages of the customer arising from injury to life, body or health or from the violation of essential contractual obligations, such called cardinal obligations, as well as liability for other damages of intentional or grossly negligent breach of duty by MOTORSPORT24, its legal representatives or auxiliary agents. Material contractual obligations are those whose fulfillment of achieving the objective of the contract is required, particularly the obligation of defect-free delivery of purchased goods within the agreed deadlines.

(2) In case of breach of fundamental contractual obligations, MOTORSPORT24 is liable only of contract-typical, foreseeable damage if it was cause by simple negligence unless there is damage claims by the customer resulting from injury to life, body or health. Material contractual obligations are in particular the obligations to defect-free and timely delivery of goods.

(3) The restrictions referred to in paragraphs 1 and 2 shall also apply to the agents of MOTORSPORT24 if claims are asserted directly against them.

(4) The provisions of the Product Liability Act shall remain unaffected.

§ 9 Right of withdrawal

(1) Consumer right to withdraw

Private buyers (end users) may cancel the contract within two weeks without giving reasons in writing (eg letter, fax, e-mail) [or - if the goods can be delivered before the deadline - by returning the goods]. The time limit begins after receipt of this instruction in text form. The cancellation period is sufficient to send the cancellation or goods. The cancellation must be sent to:

MOTORSPORT24

Daniel Schwab

Scharfe Lanke 109-131

D-13595 Berlin

Email: service@motorsport24.de

Fax: +49 (0)30 69201409-9

Consequences of Revocation

In case of an effective cancellation, the mutually received goods and services are to be returned and any benefits (eg interest) surrendered. If the received goods and services cannot be completely or partially returned, or it is returned in an impaired condition, the customer must pay MOTORSPORT24 compensation for the value. With the surrender of goods, this does not apply if the deterioration is exclusively due to their inspection. In addition, you can avoid the obligation to pay compensation for lost value by intentional proper use by not using the goods as your property and forbearing everything, which impairs their value. If the customer has a right of withdrawal, then upon exercise of the right of withdrawal, the regular costs of the

return is imposed on the customer if the price of the returned goods does not exceed an amount of 40 euros, or if the goods are a higher price of which the customer has not made payment or partial payment at the time of the revocation, unless the delivered goods do not comply with the order. In all other cases, the seller bears the cost of returning the goods. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for the customer with the dispatch of the cancellation declaration [or goods], and for MOTORSPORT24 with their reception.

The said right of withdrawal only applies to street-legal accessories. Racing parts (accessories that are not street-legal) are excluded from the right of withdrawal.

(2) Withdrawals for business owners

If the buyer deals commercially or the buyer is a business owner (eg, a natural or legal person, a legal company who concludes a legal transaction in their commercial or independent professional activity, etc.), such exchange is excluded. In a decision on a by-case basis can redemption per ex gratia be arranged. In such cases, ten percent of the value of goods will be deducted to cover accumulated related expenses.

§ 10 Note of data handling

(1) MOTORSPORT24 collects customer data in line with the processing of contracts. MOTORSPORT24 observes the provisions of the Federal Data Protection Act and the Teleservices Data Protection Act. Without customer consent, MOTORSPORT24 will only collect, process our use customer data as necessary for the execution of contract and for teleservice billing purposes.

(2) MOTORSPORT24 will not use customer data for purposes of advertising, market research or opinion polls without customer consent.

§ 11 Storage fees

If the goods ordered are in stock and ready for shipment, and the customer delays delivery by MOTORSPORT24 (eg through non-payment of overdue invoice total), the customer will be billed storage fees in the amount of 10 Euros plus 19% VAT per day.

§ 12 Note of registrability

The parts listed on MOTORSPORT24 are suitable only for use in motor sports and are generally without special certificates which is required in the vehicle registration document for registration of the corresponding part delivered. If it's possible to register an item, it is expressly told in the description. Claims for registration of a part on the vehicle is excluded.

§ 13 Fitment "Plug & Drive"

Products, which are marked as "Plug & Drive" and "Plug & Play" fit to OEM cars without any required modifications. Changes on the car which have been done by the customer could cause, that our race part does not fit without any modifications anymore.

§ 14 Closing and severability clause

(1) The Law of the Federal Republic of Germany is applied on contracts between MOTORSPORT24 and the customer under exclusion of the UN Sales Convention.

(2) If the customer is a merchant, a legal entity under public law or a public law special fund, place of jurisdiction for all arising disputes from contractual relationships between the customer and MOTORSPORT24 is the registered office of MOTORSPORT24.

(3) If any provision of the contract be invalid or unenforceable or become invalid or unenforceable after the contract is concluded, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by such valid and enforceable provision, of which the effects of the economic objective come as close as possible, and have been following the parties with the invalid or unenforceable provision. The foregoing provisions shall apply accordingly to the case so that the contract proves to be incomplete.

B. Customer Information

§ 1. Information on the identity of the vendor

Daniel Schwab

Scharfe Lanke 109-131

D-13595 Berlin

Tel.: +49 (0)30 69201409-0

Fax.: +49 (0)30 69201409-9

E-Mail: service@motorsport24.de

Sales tax identification number according to § 27a VAT Tax Act: DE238438857

§ 2. Information on the essential characteristics of the goods or service

The essential or material characteristics of the goods or services are given respectively in the seller's product description.

§ 3. Information on the conclusion of contract

The conclusion of the contract is in accordance with Paragraph 2 of General Conditions (see above).

§ 4. Payment and delivery information

Payment shall be made in accordance with subsection 4, the delivery in accordance with paragraph 5 of the terms and conditions (see above).

§ 5. Information on storage of contract text

The contract will be filed by the seller and sent to the customer after submitting his order, together with these terms and conditions and customer information in writing (eg. email, fax or letter). In addition, the contract text will be archived on the seller's website and can be downloaded free of charge by the customer.

§ 6. Information on the available languages of contract conclusion

The contract is exclusively available in the German language.

Please click the following link to download our terms and conditions: [MOTORSPORT24 terms and conditions](#)