

## 1. Scope

Any business connections between Kelleners Sport GmbH and its customers are solely valid under these General Terms and Conditions as far as there is no further written agreement. These terms and conditions of business are part of the contract. Deviating conditions of our customers have to be approved by us beforehand in written form before they become part of the contract.

## 2. Conclusion of the contract

Cost estimates, advertising brochures, the homepage and any other advertisement material of our company as well as e-mail orders by our customers are solely proposals reflecting an intention of concluding the sales contract. The sales contract is only concluded when we confirm your order in written form or fulfill the contract by sending the ordered goods to you.

## 3. Right of withdrawal and cancellation consequences for consumers

### Right of withdrawal

As far as you are a consumer according to § 13 BGB (German Civil Code), you are entitled to withdraw from the contract declaration given through letters, catalogues, telephone calls, fax, e-mails, via radio, TV and media services within one month without stating any reasons. Your withdrawal has to be handed in written (e.g. letter, fax, e-mail) or by sending back the ordered goods. This time limit starts on the day the goods and this right of withdrawal are delivered. In order to meet the revocation period, either the goods or the withdrawal have to be sent out in time. The withdrawal has to be addressed to:

**By letter:** Kelleners Sport GmbH  
Gut Wiesenhof  
D-66663 Merzig, Germany

**By fax:** +49(0)6861/93 32-899

**By e-mail:** info@kelleners-sport.de / www.kelleners-sport.de

### Cancellation consequences:

If a withdrawal is effective, both parties agree to return the received services on a mutual basis. If the received services can not be returned totally or in parts or only in a deteriorated condition, then the customer if applicable has to pay compensation for the value lost.

As far as goods were lent to you, this does not apply when the deterioration can be solely referred to its examination – as possibly carried out in your retail store. You can avoid paying a compensation when you refrain from using the goods like your property and avoid anything that might lower their value. Wrapped and transportable goods have to be sent back.

### Special notification

The right of withdrawal does not refer to the delivery of goods which were custom-made or especially manufactured for personal requirements.

### Financial transactions

When this contract has been funded by a credit and you revoke this financial transaction, you also withdraw from the credit contract, as far as these two contracts form an economic entity. This can be especially presumed when we are your creditor at the same time or when your creditor asked for our co-operation when financing this transaction.

## 4. Right of withdrawal and cancellation consequences for non-customers

Clause no. 3 does not apply when you buy the goods for your commercial or your independent professional work and you are therefore no consumer according to § 13 BGB (German Civil Code). In these cases you are neither entitled to a withdrawal, return or exchange of goods. But if you still wish to return the goods, please stick to following procedure:

- First of all, please call this telephone number +49) 68 61 93 32-0 and inform us that you wish to return your goods. Please hold your invoice ready.

- We will then check if we will grant you an optional right of withdrawal or right of conversion. But we have no legal obligation to carry out any of these two options.

- When we agree to returning or exchanging the goods, we have them picked up from your premises. Please hold the goods ready in their original packaging. When the goods were sent to you as a subsequent delivery, you have to pack the goods again, so the shipping company can come and collect them. We will not take back any goods that are sent to us without prior notice.

- If we agree to an optional right of withdrawal or right of conversion, we charge a processing fee worth 15% of the item's net value, but at least 10.00.

It is only possible to take back the goods when they are wrapped in their original packaging, are free of damages and have not been used yet. It is not possible to return the goods when they were already used or are damaged.

## 5. Prices, payments and securities

(1) If there are no further written agreements, our prices are calculated ex works; the place of payment does therefore not change. The prices do not include any charges for shipment and packing. As far as customers wish additional services (e.g. fitting the goods) or insurances, these have to be charged separately.

(2) When, according to the contract, a service or partial service is rendered later than four months after the contract was concluded and if the stipulated price is not explicitly a fixed price, then the list prices according to the present valid price lists are used. When the customers reject to pay the individual list price, we are entitled to exercise the right of withdrawal for the outstanding (partial) services, irrespective of our otherwise continuing claim for performance.

(3) As far as we are obliged to advanced performance, we are entitled, even after the contract has been concluded that our customer offers adequate securities for our services, even when the requirements of § 321 BGB (German Civil Code) are not met.

(4) When there are no special agreements made, the payment is settled in cash when the goods are delivered. Drafts are only accepted after special written agreements. We only accept drafts or cheques as far as all debit- and discount charges are taken into account.

(5) When partial payments are agreed or when the purchasing price is deferred, the entire remainder of the debt – without respect for any due drafts handed over to us – are to be paid immediately when the concerning customer is not the consumer, when he falls behind with his instalment completely or partially for more than 14 days, when he stops paying his instalments, or when insolvency proceedings referring his property, were opened.

(6) The customer who is an entrepreneur can only settle our payment claims with undisputed or legal claims. Such a customer can only execute his right of detention when his counter-claim is based on the same contract relationship.

## 6. Terms for delivery, shipment

(1) The terms of delivery and shipment given by us are not binding as far as they are not explicitly described as "binding" in written form.

(2) The performance periods start three working days after the written order confirmation was sent out. Another requirement for the beginning of the performance periods are that the customer provided us with all necessary documents and made a probably agreed pre-payment or the probably agreed guarantee of payment has reached us.

(3) The customer is only entitled to send us a written request after not receiving a "binding" written performance statement for more than four weeks. In this request, the customer has to set a deadline of at least 10 working days. Should this period of time expire, we are in default.

(4) Force majeure, delivery deferrals of our suppliers, insurgence, strike, lock-out and not intentional excessive operational disturbances may extend or postpone the deadlines stated in section 1 to 3 and appointments, at least for the duration that these circumstances affect our procedures; this also applies when these circumstances affect our suppliers or business partners.

(5) When a delivery date has been explicitly described as "binding" or when such a delivery deadline is exceeded, we are in default.

(6) As long as our customer does not meet his contractual obligations, he can not claim the above-mentioned rights. When the customer meets his obligations behind schedule, then also the deadlines and appointments are delayed or postponed. All obligations claimed in section 2, article 2, are subject to the regulations stipulated there.

(7) A delivery date or delivery period is met when the goods were handed over to the shipping company which informed the customer about the delivery. Moreover, when the goods have reached the customer or have been fitted on his premises.

(8) When the delivered goods are to be dispatched, we are entitled to insure the goods against transport risks, even without the prior consent of the customer.

## 7. Partial deliveries, call orders

(1) If not all goods are on stock, we are entitled to send out partial deliveries.

(2) When the customer ordered goods in partial deliveries (call orders), then every single delivery is the individual delivery according to the stipulated conditions.

(3) As far as the customer ordered partial deliveries, then the customer has to call the entire ordered goods within the stipulated period of time.

(4) When the customer has a delayed payment worth at least 200.00 Euro and for more than four weeks, we are entitled to deliver the call order immediately. In such a case, the customer has to make a payment before delivery.

## 8. Purchasing obligation

(1) Our customer is obliged to purchase the delivered goods or our services within 7 days after they were delivered or provided. It is not permitted to reject payment due to minor faults.

(2) If we suffer a loss due to the belated purchase, we are entitled to charge a lump sum of 10% of the value of the not rendered service as compensation, unless the customer can prove the damage is worth less. Still we are entitled to claim a higher damage.

## 9. Retention of title

(1) Unless the goods are fully paid for, they remain the property of the company Kelleners Sport GmbH.

(2) As far as seizures or any other interference from a third party is concerned, the customer has to inform us immediately in written form, so that we can file a claim according to § 771 ZPO (German Civil Process Order). As far as the third party is not able to pay us back the judicial and extrajudicial costs of a claim according to § 771 ZPO (German Civil Process Order), the customer is responsible for these occurring costs.

(3) When the purchaser is no consumer according to § 13 BGB (German Civil Code), then he is entitled to resell the purchased item in a fair business; but he already assigns all claims of the invoice (including VAT) which occur from reselling the product to his customers or a third party, irrespective if the product has been resold in a processed or non-processed way. The purchaser is entitled to claim this sum even after the assignment. Our claim to collect this sum ourselves remains intact. But we commit ourselves not to collect this sum as long as the purchaser settles the payments which he received from selling our goods, especially when he is not in default and does not have to file for bankruptcy or insolvency or there is a suspension of payments. But if this is the case, we can claim that the customer transfers the claims to us and discloses his debtors, hands out all necessary documents and informs his debtors (third parties) about this assignment.

(4) The customer is responsible for connecting our products with a new product. When our product is connected with other items not produced by us, we have a joint ownership as far as this combined product is concerned. Our joint ownership includes the relation of our product within the new product (invoice amount including VAT) at the time of processing. For all joint ownerships the same regulations apply as for the retention of title.

(5) We agree to disclose the securities to our customers, as far as the value of our securities does not exceed 10 % of the claims. We have the right to select the securities which are to be authorised.

## 10. Defect of quality / statute of limitations

(1) Our customers agree that the product descriptions match the individual product.

(2) By fitting performance-enhancing products and/or revoking the speed limitation, the fuel- and oil consumption may change. Also the vehicle maintenance periods may become shorter. The enhanced performance often leads to a different style of driving which may affect the wear and tear of the wheels and motor. Such additional expenditure is not defect of quality, as they directly relate to the performance enhancement.

(3) Guarantees can only be accepted in written form or when the circumstances confirm that such a guarantee should be given. Claims from such guarantees can only be allowed to such extent as the warranty for the customer is worth.

(4) When the customer is not the consumer according to § 13 BGB (German Civil Code), his claims for defects in quality are only valid for one year. For consumers according to § 13 BGB (German Civil Code), the legal statute of limitations applies.

## 11. Endurance quality

(1) For all component parts delivered by us and fitted into a vehicle, we grant a three-year warranty, but only to a maximum of 100,000 km, calculated from the day the parts were fitted. The legal claims of the customer are not affected by this warranty. Sentence 1 refers to parts which enhance the engine performance when a separate written warranty text has been issued to the customer and the preconditions stipulated in this warranty are met.

(2) Section 1 does not apply for compensation claims from the customer, especially for damages on parts which were not delivered and fitted by us. The General terms and conditions of use apply here.

## 12. Customer's requirement to give notice of defects

The customer has to check the goods as soon as they are delivered and has to inform us about any defects immediately. Otherwise the delivery is approved in proper form. After 6 months after the transfer of risks, the customer has to prove that the goods were already faulty when the transfer of risks took place. As far as the customer hands in a notice of defects, Kelleners Sport GmbH has the right to demand from the customer that he holds the faulty piece or product at his location, so that a service engineer can repair the product on site. If the customer demands a repair at another location, Kelleners Sport GmbH can decide if they can meet this wish. In such a case, the occurring travel expenses and working hours have to be covered by the customer.

## 13. Warranty performance

(1) When a fault is only apparent after the transfer of risks, the customer has to report this fault and has to give us the opportunity to check this fault within a due period of time. If faulty products are altered before such a period of time is over and if a third party repairs the product without our prior consent, the warranty ceases.

(2) When an insufficient service has been rendered by us, the customer is entitled to an amendment. We are also entitled to send out a replacement free of charge instead of amending the product.

(3) When the customer sets a period of at least 15 days for the removal of the defects, he has to decide within two weeks, after our written request, whether he wishes to withdraw from the contract or further claims its fulfillment. As far as the customer does not claim a fulfillment within due time, the claim for performance is cancelled, as far as we informed the customer about this consequence in written form.

(4) Withdrawal and compensation instead of performance are only permitted when the other preconditions of our neglect of duty are not insignificant and it would be unacceptable for the customer to maintain the performance.

## 14. Liability for damages

(1) As far as a non-substantial duty of the contract is infringed by us, our suppliers or legal representatives, our liability is excluded (liability exclusion).

(2) For slightly negligent breaches of contract duty, our liability is limited to the products or other services concerning a predictable, contract typical and immediate average damage (limitation of liability). A duty of replacement for not immediate or contract typical subsequent damages are excluded in this case. This also applies for slightly negligent breaches of duty of our legal representatives or suppliers.

(3) Section 1 and 2 are also applicable when claims or compensation claims were already filed in instead of the performance.

(4) The enclosed regulations do not apply as far as there is an insurance policy for property damage.

(5) Compensation claims become statute-barred after one year – as far as we have not acted fraudulently.

(6) The enclosed regulations do not apply for product liability claims and no claims dealing with the infringement of the live, body or health of a person.

## 15. Withdrawal

(1) We reserve the right to withdraw from the contract when the manufacturer stopped the production of this ordered product or when there are cases of force majeure, as far as these circumstances only occurred after the contract was concluded and we are not responsible for the failed delivery. In such cases we have to inform the customer immediately and reimburse any payment already made.

(2) We also reserve the right to withdraw from the contract until the purchasing price is fully paid when the customer gave false information about his creditworthiness, fails to pay his instalments or filed for bankruptcy or insolvency unless the customer can offer securities for the unpaid purchasing price.

(3) When the contract includes a performance enhancement for the engine or an enhancement for the driving characteristics of the automobiles and when we detect that the desired effect can only be met by investing a disproportional high effort or not at all, we are also entitled to withdraw from the contract. Section 1, sentence 2 applies correspondingly.

(4) When the contract includes the delivery of goods with or without assembly and after the contract is concluded, we find out that the goods are not compatible with the automobile, we are also entitled to withdraw from the contract. Section 1 sentence 2 applies correspondingly. A lacking compatibility exists when the product can only be fitted with a disproportional effort or could cause damages at the vehicle. Also, when the risk of damage can not be avoided or only be avoided with a disproportional effort. Disproportional effort means when 20% of the corresponding product value is exceeded.

## 16. Data protection

Your data is solely processed by our company and group for customer care- and customer information reasons. We only forward your data to third parties when this is necessary for concluding the sales contract, e.g. shipment or customs formalities. If you do not wish to receive our offers in future, please just inform us correspondingly.

## 17. Other

If individual conditions of this contract should become invalid, the other parts of the contract remain unaffected. The ineffective condition is replaced by a new condition which is as close as possible to the initial condition.

The place of fulfillment for all business transactions and all obligations from this contract is Merzig. The legal venue for all business transactions is Saarbrücken.