

General Terms & Conditions

1. Introduction

The offers of SJ LOWTEC GmbH, Fahrwerktechnik, Gewerbestraße 2 a, 83329 Waging (hereinafter referred to as Seller), whether on the internet or in catalogues, constitute a non-binding invitation to the Customer to place an order for the offered goods.

The placement of an order by the Customer constitutes a binding offer for a contract of sale. The sales contract is concluded if the Seller confirms acceptance of the order within two weeks or delivers the ordered goods.

Sales contracts shall be concluded exclusively with commercial customers. Retail customers are asked to refer to local authorized dealers or their tuning shop.

2. Prices and Payment Conditions

The prices in the catalogues are quoted as sales prices in Euros Ex Works plus VAT and shipping (if applicable).

The Customer may pay cash, cash in advance, cash on delivery or by way of cashless transaction to the order of the account stipulated in the invoice or the order confirmation. The purchase price shall fall due upon placement of the order. The Customer shall be deemed in default of his payment obligation 14 days after placing the order. Deviating payment conditions may be agreed in individual cases.

The Customer may only set-off if such counterclaims are uncontested or confirmed by a final judgment.

3. Delivery

At the request of the customer, deliveries will be shipped by parcel service or forwarding company. The Customer shall bear the shipping costs.

The risk of accidental loss, destruction or deterioration of the goods shall always pass to the Customer as soon as the goods leave the works premises of the Seller.

Partial deliveries may be made.

In order to prevent disadvantages, recognizable in-transit damage shall be notified to the deliverer in writing without undue delay upon receipt of the goods, hidden in-transit damage no later than seven days after discovery.

4. Retention of Title

The Seller shall retain title to the purchased item until all payments arising from the *Business Relationship* have been made.

In case of seizure or other infringements on the retained title, the Customer shall notify the Seller without undue delay.

The Customer may sell the purchased item in the ordinary course of business. He hereby already assigns to the Seller all claims against his purchasers or third parties arising from a sale, to the amount of the invoice total (incl. VAT), regardless of whether the purchased item is sold with or without processing.

The Customer shall remain entitled to collect on such claims after the assignment. The authority of Seller to collect the claim itself is not affected by this. The Seller undertakes to refrain from collecting claims as long as the Customer renders due payments from the obtained proceeds, is not in arrears and has in particular not ceased payments of his debts or is the subject of a request to open insolvency proceedings. Should this however be the case, the Seller may require the Customer to disclose the assigned claim together with all information necessary for collecting on such claim, surrender the related documents and notify the third party debtors of the assignment.

The processing or transformation of the purchased item by the Customer shall always be carried out on behalf of the Seller. If the purchased item is processed with other items that are not property of the Seller, the Seller shall obtain joint ownership in the new object, the size of its co-owner's share being determined by the ratio of the value of the purchased item (invoice total including VAT) to the other processed items at the time of the processing. The object created by such processing shall otherwise be subject to the same provisions as the purchased item sold subject to the retention of title.

5. Warranty

The statutory warranty period for new goods shall be limited to one year (see § 309 no. 8 b) German Civil Code et seq.); this limitation shall not apply to claims for damages pursuant to paragraph 6 of these General Terms & Conditions. Pre-owned goods shall not be subject to warranty; this exclusion shall not apply to claims for damages pursuant to paragraph 6 of these General Terms & Conditions.

The warranty shall be void if the Customer or unauthorized third parties interfere with the product. Damage caused by force majeure or other external influences and normal wear in the course of day-to-day use shall not be covered by warranty.

The warranty shall not cover use in motor sports.

Complaints may not be based on defects taken into consideration at the sale. Disadvantages inevitable according to the state-of-the art shall not be considered defects, as they are caused neither by materials nor production. The same shall apply for minor deviations in quality, weight, size, thickness, width, pattern and colour, to the extent that these do not render use of the component impossible due to the technical properties of the respective vehicle type.

If a defect occurs in the purchase item for which the Seller is answerable, the Seller shall, at its option, repair the defect or replace the purchase item.

If a repair or replacement fails twice, the Customer may, at his option, withdraw from the contract or demand an appropriate reduction of the purchase price (Minderung). Any additional claims of the Customer shall be excluded. This applies in particular to any claims for damages of the Customer.

Should the Customer be the subject of liability claims due to a sale of consumer goods, any claims for recourse against the Seller shall be excluded to the extent permissible under the law.

The Seller does not issue any guarantees.

Unless otherwise stated, the statutory provisions shall apply.

6. Liability

In accordance with the statutory provisions, the Seller shall be liable without limitation for injuries to life, body or health arising from the negligent or intentional breach of obligations by the Seller, its legal representatives or the agents employed in the performance of its duties under the contract, as well as for damage giving rise to liability under the Product Liability Act [Produkthaftungsgesetz]. For damage not covered by the first sentence and arising from intentional or gross negligent breaches of contract or the deceit of the Seller, its legal representatives or the agents employed in the performance of its duties under the contract, the Seller shall be liable in accordance with the statutory provisions. In such cases the liability shall be limited to typical, foreseeable damage; this does not apply if the Seller, its legal representatives or the agents employed in the performance of its duties under the contract acted with intent.

The Seller shall also be liable to the extent that it guaranteed certain properties of the goods or parts thereof. However, the liability of the Seller for the lack of such guaranteed properties shall be limited to damage caused immediately to the goods; other damage shall be excluded, unless the risk of such damage is obviously covered by the guarantee of the properties.

The Seller shall also be liable for damage caused by simple negligence, if such negligence regards the breach of contractual obligations which are obviously of particular importance for achieving the aims of the contract. The Seller shall however only be liable to the extent that the damage is typical for the contract and foreseeable.

Any additional liability shall be precluded without regard to the legal nature of the claim raised. This shall apply in particular for tortious claims or claims in lieu of performance for the compensation of expenses incurred for no purpose.

In so far as the liability for damages of the Seller is excluded or limited, the same shall apply for the individual personal liability of its employees, representatives and agents employed in the performance of its obligations under the contract.

7. Withdrawal from the Contract

The Seller may withdraw from the contract at any time and without giving warning, if the financial situation of the Customer has deteriorated significantly and this places the Customer at risk of not fulfilling his obligation. This applies for example if the Customer has ceased paying his debt, is subjected to measures of execution due to claims for payment, cheques or bills of exchange are the subject of protests or the assets of the Customer have been subjected to insolvency proceedings or such insolvency proceedings have been requested. These rights also exist if these conditions were met at the time of the conclusion of the contract, but not known to the Seller.

8. Applicable Law

Contractual relationships subject to these terms of sale and delivery shall be governed by the law of the Federal Republic of Germany; the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

9. Place of Jurisdiction, Place of Performance

If the Customer is a merchant pursuant to German commercial law, a public law legal person or a public law special fund, the place of jurisdiction shall be the principal place of business of the Seller; the local court or the regional court shall be the court of first instance depending on the value of the matter in dispute. The Seller shall also be entitled to bring action against the Customer before the court having jurisdiction at his place of residence or principal place of business.

Unless stipulated otherwise in the order confirmation, the principal place of business of the Seller shall also be the place of performance.

10. Applicability

The above terms of sale and delivery shall apply beginning 1 April 2011.