

General Terms of Business of MEGA-Line Racing Electronic GmbH Saal an der Donau

1. General remarks

For our deliveries and services the subsequent General Terms of Business are exclusively effective.

These General Terms of Business should be considered as secondary to other special terms are mutually agreed in writing. Differently worded terms of the orderer are approved by us only, if we expressly confirm them in writing.

2. Offers

All our offers are without **obligation** always.

Our prices are effective "ex works" and "without value added tax (VAT)", if not differently stated.

The validity of our offers is 4 weeks, unless differently stated expressly.

In case additional documents like drawings, figures, calculations and so on are attached to our offer we reserve the rights of ownership and copyright. They must not be made available to a third party without our expressly written consent.

A violator of our rights is liable for any disadvantage or harm which may occur to MEGA-Line.

3. Responsibility

While placing the order the orderer is responsible for the correctness of all specifications of the ordered product or service. In case the orderer provides data, specifications, documents, other information and so on or materials, he is also responsible for their content and legal permissibility.

Moreover the orderer is responsible that handing over of the mentioned data, specifications, documents, other information and so on or materials to a third party as well as of the product which was produced or service which was given on this basis does not offend against any limitations, particularly secrecy liabilities or patent/trademark rights of a third party.

The orderer exempts us from any claims of a third party expressly.

4. Orders – Terms of Payment

Orders need to be confirmed by us in writing to become effective, even if they were placed verbally. Also supplementary agreements need to be confirmed in writing to become binding.

Unless expressly stated in our order confirmation otherwise, our prices are to be understood "net ex works", "without freight" and "without duty – if applicable".

The statutory VAT is not included in our prices. It is separately shown in our account according to the actual statutory amount as per date of account.

Unless otherwise agreed and expressly confirmed in writing, payment is expected within 14 days of the date of invoice, without any discount.

Setting off or keeping back of payment against our claims of payment are only permissible on the basis of undisputed or legally binding claims against us.

5. Passing an Order to a Sub-contractor

We are entitled and reserve the right to pass orders or partial orders, including the necessary data, specifications, documents, other information and so on or materials – which are necessary for performing the production or service – to a sub-contractor.

All subcontractors utilised are bound by a formal written confidentiality agreement with MEGA-Line.

6. Export / Import Permission

In case an order comprises products for which a particular export permission is required in Germany or for which a particular import permission is required in the country of delivery the orderer must reach particular agreements with us.

7. Delivery time

We make every effort to keep the confirmed delivery time correctly. The start of the delivery time confirmed by us assumes the total clarification of all technical, commercial and other questions which are related to the order prior to the start date.

Our delivery dates are stated according to our best estimation, but without obligation, unless an exactly defined delivery date is confirmed by us in writing.

Force majeure, extensive disturbances in our works or comparable problems in the works of a sub-contractor or other service provider in case of purchased products or services will lead to an appropriate extension of the delivery time.

8. Transition of Danger, Transport Insurance

The transition of danger, the point at which sole responsibility for the product changes from one party to another, takes place at the location and at the date of dispatch of the product.

If the dispatch was delayed or re-scheduled by instigation of or caused by the orderer the transition of danger from supplier to orderer takes place at the date when the product was announced to be ready for dispatch.

For the protection of our orderers we take out a transport insurance against damages, loss or theft on our expense.

9. Installation, Commissioning, Consultancy, Training

We shall delegate an expert for the installation and for the commissioning of the ordered product as well as for consultancy and training, if ordered. The timing has to be mutually agreed beforehand. The order will be confirmed by us in an order confirmation.

After having provided our service we shall make the appropriate charge for it.

10. Guarantee, Claims for Indemnification

(not valid for components and services related to racing)

In case the quality of a product delivered or a service given by us may have to be criticized we provide a period of 2 weeks – beginning with the date of dispatch of the product or the service given - for investigation or rebuke. As for the rest the guarantee period lasts for 12 months beginning with the date of dispatch of the product or the service provided.

As far as a justified fault of the product exists, for which we are responsible, the product has to be sent to us free of charge. We are entitled to repair free of charge or to replace the defective product, according to our own choice.

The dispatch of the product back from us is made free of charge.

If the correction of a fault is demanded outside our works we bear the costs which would have arose to us, if the correction of the fault could have taken place in our works. Exceeding costs will be charged according to our expenditure.

For faults which result from incomplete or incorrect ordering specifications we are not responsible.

Extended claims of the orderer, particularly claims for indemnification due to secondary damages of faults are excluded as far as legally permissible, independent of the legal reason, unless they result from intent or gross negligence. This exclusion applies to individuals or companies acting on behalf of MEGA-Line, such as, but not limited to, subcontractors.

11. Components and Services for Racing

Components and services for racing are designed, produced and delivered according to the best of our knowledge and in harmony with the usual targets in racing, i.e. durability time and mileage.

However, for these components and services for racing no guarantee or liability is accepted. Also all types of claims for indemnification, particularly claims for indemnification due to secondary damages of faults, are excluded.

12. Reservation of Ownership

Delivered products remain our property until all payments resulting from the business agreement with the orderer are totally received. The products must not be sold nor made over nor mortgaged to any third party.

In case of behaviour adverse to the order confirmation, in particular in case of delayed payment, we are entitled to demand the delivered product back or to render it useless. The taking back of the product or rendering of it useless is not a withdrawal from the contract unless we had declared this expressly in writing.

In case the reservation of ownership is related to particular conditions or formal regulations in the country of the orderer, the orderer commits himself to point out that fact to us and to take care of the fulfilment on his own costs.

13. Location of Fulfilment, Legal Domicile, Law

Location of fulfilment is Saal an der Donau / Germany.

The legal domicile for both sides is Regensburg / Germany.

Applicable law is German law.

14. Final Provision

In case that one or several terms of these General Terms of Business are void the validity of all other terms is not affected.