General Terms and Conditions and Client Information

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1) Scope of Application

1.1 These Terms and Conditions (GTC) of the company RaceChip Chiptuning GmbH & Co. KG (hereinafter referred to as "Seller") shall apply to all contracts concluded between a buyer (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the online shop of the Seller. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

These Terms and Conditions shall also apply to the user of the Seller's website

1.2 The Client's use of the Seller's website shall be deemed to reflect the Client's agreement to be bound by these GTC.

1.3 The Seller reserves the right to amend or replace these GTC at any time. The Seller will inform the Client about substantial amendments at least 30 days prior notice. By continuing to access or use the service of the Seller's online shop after those revisions become effective, the Client agrees to be bound by the revised GTC.

1.4 The Client agrees to electronically access, receive, review, sign, and authenticate certain documents and forms covered by the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), the Uniform Electronic Transactions Act ("UETA") adopted by various states,

and/or the separate state laws of Illinois, New York, and Washington (as applicable). Your electronic signature will bind the Client to the same extent as if he had signed on paper with an ink signature. He also agrees that such documents and forms may be retained solely in an electronic format and are “transferable records” within the meaning of the UETA.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller’s online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer by the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the virtual basket. The Client may also present the offer to the Seller by means of e-mail, fax, postal service or telephone.

2.3 The Seller may accept the Client's offer within five days

- by transferring a written order confirmation or an order conformation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he/she placed his/her order.

Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the seller not accept the Client’s offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on expiry of the fifth day following the sending of the offer.

2.5 The contract’s content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions and Client Information (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, the contract’s content will be stored on the Seller’s website and can be found by the Client in the customer login via the password-protected customer account, provided the Client has created a customer account in the online shop prior to submitting his order.

2.6 The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here as well, via the usual keyboard and

mouse function.

2.7 The English language is exclusively available for the conclusion of the contract.

3) Return policy

The Seller offers 14 days return policy from the day the Client received the item. Refunds will only be made after the Client has returned the item to the Seller's address within 36 days of receiving the merchandise. The Client pays the return shipping costs to the Seller's address.

If the item has been opened, a 15% restocking fee will be applied for a refund .

The Seller does not accept returns for the following items :

- Goods, for which the price is dependent on fluctuations in the financial market which cannot be controlled by the Seller;
- Goods that are made to the Client's specifications or are clearly personalized;
- Goods, which are liable to deteriorate or expire rapidly;
- Newspapers, periodicals or magazines
- Sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;
- Sealed audio or sealed video recordings or sealed computer software, if the goods become unsealed after delivery.

Furthermore, a refund will not be accepted, if

- the item has been used
- parts of the item are missing, including original packaging, documentation, warranty cards, manuals and accessories
- the returned item is damaged

4) Price and Delivery Costs

4.1 Prices are indicated in US dollars on the Seller's website excluding taxes and shipping costs. Taxes and shipping costs have to be borne by the Client. Shipping costs are specified separately in the respective product description. Despite the Seller's best efforts, it may happen that some of the items listed on the Seller's site are incorrectly priced. If the price of an item is less than the Seller's stated price, the Client will be charged with the lower amount. If the price of an item is higher than the price stated on the Seller's site, the Seller will either contact the Client for instructions before shipping the item or reject the Client's order and notify the Client of such rejection.

4.2 For deliveries to the United States, additional costs may arise such as transfer fees charged by

the bank and taxes and/or customs duties. Those costs have to be borne by the Client.

4.3 Payment can be made using one of the methods mentioned in the Seller’s online shop .

5) Shipment and delivery conditions

5.1 Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless otherwise agreed.

5.2 In the case of unavailability of an item, the Seller will inform the Client by e-mail as soon as possible. In such a case, the Seller will propose to the Client either to order another item shown on the Seller’s site in substitution or to cancel his order. If the Client chooses to cancel his order, he will be refunded, if his bank account has been debited. The Seller shall not be liable in case of unavailability of items.

5.3 Should delivery to the Client not be possible, the assigned transport company returns the goods to the Seller and the Client bears the cost for the unsuccessful dispatch.

6) Warranty

The Seller disclaims any implied warranty of merchantability or of fitness for a particular purpose in connection with the Client’s purchase of units of any item under this contract.

The Seller will not be liable for any indirect, special, consequential, or punitive damages, including lost profits arising out of or relating to this contract or the transactions it contemplates (whether for breach of contract, tort, negligence , or otherwise) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller’s liability exceed the price the Client paid to the Seller for the specific goods provided by the Seller giving rise to claims or cause of action .

Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to the Client to the extent such exclusions are not allowed. In such case, such exclusion shall be limited to the extent required by applicable law.

7) Limitation of Liability Regarding the Use of the Seller's Online Shop

7.1 The use of the Seller’s online shop is at the Client’s or user's risk. The Seller’s online shop is provided on an “AS IS” and “AS AVAILABLE” basis. Consequently, the Seller gives no warranties of any kind whether express or implied, statutory or otherwise (including the implied warranties of merchantability, fitness for a particular purpose). Such warranties include, but are not limited to, any representations that material on this website is complete, accurate, reliable, timely, and non-infringing on third parties; that access to this website is uninterrupted or error-free; that this website is secure.

7.2 The Seller shall have no liability or responsibility whatsoever for any losses suffered caused by viruses that may infect the Client’s or the user's computer equipment or other property as a result of his use of, access to, or the downloading of any material from the Seller’s website. Downloading material from this website is done at the Client’s risk.

7.3 The links possibly provided on the Seller’s online shop might take the Client outside the Seller’s website. The Seller accepts no liability for the content, accuracy, or function of these other websites. The Seller accepts no liability deriving from a breach or omission in the privacy policies of third parties. The links are provided in good faith and the Seller cannot be held responsible for any subsequent change in other websites to which it provides a link. The inclusion of any links to other websites does not imply endorsement by the Seller.

7.4 Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to the Client or the user of the Seller's website but only to the extent such exclusions are not allowed. In such case, such exclusion shall be limited to the extent required by applicable law.

8) Limitation of action

No action arising out of or relating to this contract or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.

9) Governing Law

The laws of the Federal State of the U.S. in which the Client has his permanent residence govern all legal relationships between the parties excluding the UN-Convention for the international sale of movable goods.

10) Designation of forum

A party bringing a legal action of proceeding against the other party arising out of or relating to this contract or the transactions it contemplates must bring the legal action or proceedings in the court of the State where the Seller has his place of business. Each party to this contract consents to the exclusive jurisdiction of the courts of the State where the Seller has his place of business for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

11) Reprogramming

11.1 In the event of a vehicle change, a paid reprogramming of products purchased from RaceChip

(RaceChip GTS or RaceChip GTS Black) is generally possible for the original purchaser within 24 months from the purchase date, subject to the provisions of this Section 11.

11.2 RaceChip reserves the right to refuse the requested reprogramming without providing any reason. Approval for reprogramming is expressly granted by RaceChip in writing. The written form requirement is fulfilled via email.

11.3 A general prerequisite for reprogramming is that RaceChip offers the purchased product (or a corresponding successor product) for the vehicle in question at the time of reprogramming.

11.4 The purchase date of the RaceChip must be proven to RaceChip by means of a payment receipt.

11.5 If the product price for the vehicle in question exceeds the product price for the vehicle for which the product was last configured, an additional fee equal to the price difference will be charged in addition to the reprogramming costs.

11.6 If RaceChip agrees to a reprogramming, the warranty rights according to Section 6 apply only to the newly purchased software or newly acquired products (e.g., cables, if necessary) within the scope of the reprogramming.

11.7 No further rights are associated with the reprogramming. In particular, the reprogramming does not extend the product and/or engine warranty. Furthermore, the reprogramming does not restart the limitation period for the products already purchased by the customer. All other rights remain unaffected.

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