

ART

General Terms and Conditions

A. General

1. The conditions stated hereinafter shall apply to all even future supplies and services of ART tuning GmbH (hereinafter referred to as "ART"). Conflicting General Terms and Conditions of the contractual partner are hereby expressly rejected. Such General Terms and Conditions of a contractual partner shall not bind ART even if ART does not object to them explicitly or if ART provides goods or services without reservation although ART knows about contrary or deviating conditions.

2. Deviations from ART General Terms and Conditions are therefore only binding, if they have been set forth in writing in the individual contract and have been confirmed in writing by ART.

3. The conditions stated hereinafter shall apply generally to all ART contractual partners. Deviating special provisions, in particular for consumers, shall be indicated specifically.

B. Conclusion of contract

ART offers are subject to confirmation. Conclusions of contract and oral collateral agreements and warranties including those by representatives of ART are only binding if confirmed in writing.

C. Prices

1. ART prices for deliveries are ex works, unless stated otherwise in the order confirmation from ART. Packaging, freight, postage, insurance and delivery fees shall be charged separately.

2. Prices for repair, installation and other services shall be according to expenditure. Hours of work shall be charged according to the applicable price list for hourly rates, if the ART price list does not contain any other applicable price information. The prices in the applicable price list shall be charged for parts used.

3. Price quotations in brochures and catalogues are only binding if such brochures and catalogues are still valid at the time the purchase order is placed and the ART order confirmation does not state anything to the contrary.

4. For consumers, the gross prices indicated by ART apply; for business customers the valid sales tax must be added to the net prices.

D. Conditions of payment

1. Unless otherwise specified in the ART order confirmation, ART invoices shall be paid immediately without any deduction. Invoices for repair and installations for vehicles placed as the disposal of ART as well as invoices for deliveries of vehicles shall be paid before or upon collection of such vehicles.

2. If the payment term is exceeded, the contractual partner will be in default at the statutory rate of interest valid at the time. The assertion of further damages caused by default remains reserved. This is without prejudice to § 353 HGB (German Commercial Code).

3. In case of partial deliveries or partial services, ART is entitled to refuse the performance of services still to be rendered under the contract in the event of a default in payment of the contractual partner until the outstanding claims have been settled. Furthermore, ART is entitled to demand matching payment with delivery notwithstanding the provisions set forth in Subsection 1 regarding services still to be provided.

4. The non-observance of conditions for payment, default, or other circumstances that reduce the creditworthiness of the contractual partner entitle ART to immediate maturity of claims from current business relations.

5. The contractual partner obtains the right to offset against counterclaims only if such counterclaims have been validated by a court decision, are uncontested, or have been accepted by ART. The contractual partner is only authorized to exercise a right of retention, if the counterclaim is based on the same contractual relation.

E. Delivery periods and dates

1. Delivery periods and dates are only approximate information, unless such periods and dates have been explicitly designated as binding in writing. The delivery period for a purchase order commences on the day of the order confirmation by ART, but not before clarification of all technical and commercial details as well as presentation of any necessary authorization. Any modifications to the object to be delivered requested by the contractual partner within the delivery period shall interrupt and extend the delivery period accordingly. Delivery periods in connection with performance of an installation, repair, and maintenance contract shall not commence before order confirmation nor before the vehicle that is to be object of such work is made available to ART.

2. In case of force majeure, such as delayed deliveries by a subcontractor, strike, lock-out, shortage of material, official actions as well as other cases of force majeure, the delivery period or performance period shall be extended by the period between the commencement and cessation of such an event.

3. In cases of non-availability or non-rendering of services caused by serious impediment or impossibility, ART is entitled to rescind the contract without being exposed to claims for damages, if ART has notified the respective contractual partner immediately and has simultaneously undertaken to refund consideration already received.

4. If ART is in default with contractual services, the contractual partner is obliged to grant in writing a reasonable period of grace for performance. If the contractual object is not or not completely delivered within such period of grace or the services are not or not completely rendered, the contractual partner has the right to rescind the contract after expiration of such period with respect to deliveries and services that have been delivered up until expiration of the period of grace. For this purpose, the dispatch of goods is equivalent to the delivery in the case of delivery transactions. If the contractual partner suffers damage as a result of a delay in delivery attributable to ART, ART shall compensate for damage that can be proved to have arisen as a result. However, such compensation is limited to 5 % of the net price of the delayed or omitted delivery or service, unless ART has caused damage by intent or gross negligence. If the contractual partner is not a consumer and makes claims for damages in lieu of performance, such claims are excluded unless ART caused such damage by gross negligence.

5. ART shall be released from any observance of delivery periods, if the contractual partner is in default of payment for prior orders or for partial deliveries of an order, or fails to fulfill other contractual obligations.

6. In case of dispatch, the day when the goods are dispatched shall be considered the date of delivery. In other cases, it shall be the day, on which the contractual partner receives notice of readiness for dispatch, delivery or handing over of goods.

F. Dispatch/risk in the goods

1. The goods may be dispatched to the contractual partner or any named third person at the expense and risk of the contractual partner.

2. In case of dispatching goods, the risk in the goods passes to the contractual partner as soon as the goods have left the premises of ART or left the premises of a supplier on the instructions of ART. This does not apply to consumers.

3. If dispatch is delayed due to circumstances attributable to the contractual partner, the risk in the goods passes to the contractual partner on the day the contractual partner is notified of readiness for dispatch.

4. ART is entitled to insure the goods against transport risk at the expense of the contractual partner.

5. Goods not to be dispatched or other services may be received or collected from the contractual partner on the premises of ART within no more than seven days of being notified that the goods are ready for delivery or collection. If the contractual partner fails to collect the goods, ART is entitled to make use of its statutory rights.

6. If ART claims damages, such compensation shall amount to 20 % of the purchase price of contracts regarding cars, spare parts or other services. The compensation shall be higher or lower, if ART is able to furnish proof of higher damage or the contractual partner is able to furnish proof of lower damage.

G. Liability for defects

1. The contractual partner is obliged to inspect delivered goods immediately upon receipt and to give written notice of a defect immediately at the place of destination or within no more than eight work days of receipt. Notification of latent defects shall be made immediately upon ascertainment. If the contractual partner fails to observe the time limit for notification of a defect, all claims in respect of defects for which notification was not made or not made on time are excluded, if the contractual partner is a 'Kaufman' as defined in the HGB (German Commercial Code) or a legal entity of public law.

2. In case of defective deliveries or services, ART shall have the opportunity to inspect the defects for which notification was made and may choose to do this in situ or on its own business premises. The inspection shall take place immediately, if the contractual partner declares his or her interest in immediate settlement. Goods or services being found defective shall not be modified without the consent of ART. Otherwise, the contractual partner may lose his or her claims based on liability for defects. Notwithstanding the above provisions, rectification of defects may be effected by another professional workshop at the expense of ART, if the following conditions are fulfilled:

2.1 If the vehicle is unseizable due to a defect and is more than 50 km from the premises of ART and ART has given prior consent to the placing an order with the third-party workshop.

2.2 If an emergency has arisen and ART is unable to take remedial action immediately; this is without prejudice to the obligation of the contractual partner to notify ART of the defect immediately, stating the address of the workshop entrusted with the work.

2.3 If defects have been remedied by another professional workshop, the order for work shall state that it is an order for rectification of defects for ART and that removed parts shall be stored for a reasonable period. Only if this is the case, is ART obliged to reimburse costs that have been proved to have been incurred to the customer. However, the contractual partner is obliged to keep the costs for defect rectification as low as possible.

3. In case of provable material or workmanship defects, ART is entitled to remedy the defects free of charge or to replace free of charge or to credit the invoice value against return of the defective goods or to grant the contractual partner reduction of the purchase price, taking the contractual partner's interest into account. This is without prejudice to deviating statutory provisions for the protection of the consumers.

4. If ART fails to fulfill one of its chosen obligations to perform subsequently if the subsequent performance fails, the contractual partner can choose either a reduction in the purchase price or rescission of the contract within the scope of the provisions of the law. This is without prejudice to mandatory consumer protection rules.

5. If defects occur on vehicles which are made available to ART for the purpose of executing structural alteration and/or actions to increase performance and/or installation of special components and/or of performing maintenance or repair, the obligation of ART based on liability for defects is limited to such parts installed or services rendered by ART. Notwithstanding the provisions set forth above in Subsection 3, ART is obliged to remedy provable material or workmanship defects.

6. Other or further claims of the contractual partner, in particular claims for compensation for handling costs, costs relating to installation and removal as well as damages not relating to the delivery object (consequential damages), are excluded to the extent permitted by the law. This is without prejudice to deviating statutory provisions for the protection of the consumers.

7. If the customer submits a limit sample to ART, ART is only liable for the delivery being executed in accordance with the inspected limit sample allowing for any corrections (stipulation of quality by limit sample).

8. Claims based on liability for defects as provided for in this section refer exclusively to defects of deliveries and services by ART, including any defects on new vehicles with increased performance that existed on the date of risk transfer to the contractual partner, or defects resulting from material and/or workmanship defects that existed on the date of risk transfer to the contractual partner. The resulting claims based on liability for defects of the contractual partner are subject to a limitation period of 12 months as from the date of risk transfer. In case of second-hand purchase objects, all liability for defects as to quality is excluded, unless the existence of such defects was

concealed fraudulently. In case of contracts with consumers, the limitation period for delivery of new cars and for execution of services is 24 months and the limitation period for delivery of used goods is 12 months as from the date of risk transfer to the contractual partner.

H. Claims under warranty

1. Claims by a contractual partner based on violation of a warranty are only possible, if ART provided an express warranty of quality or service life to the contractual partner and designated the warranty as such. The written confirmation can be replaced by handover of pre-drafted written warranty conditions.

2. Conditional upon the specific warranty promises and/or warranty conditions, the contractual partner is only entitled to claim damages relating to the violation of a warranty, if the damage that occurred is of a kind that the warranty was intended to protect the contractual partner against.

I. General limitations of liability, limitation time

1. The liability of ART is determined exclusively by these conditions. All claims not expressly acknowledged in these conditions, in particular claims for damages based on impossibility, default, violation of contractual collateral duties (e.g. advice, providing information), culpa in contrahendo, tort – even if such claims relate to claims for defects by the contractual partner – are excluded. This principle does not apply, if the claims are based on an intentional or grossly negligent act/omission of ART or a legal representative or vicarious agent or based on the fact that ART, its legal representative or vicarious agent has negligently violated essential contractual obligations or has otherwise violated substantial contractual obligations or on the fact that an intentional or negligent violation of life, body and/or health of a third person has occurred. This is without prejudice to deviating statutory provisions for the protection of the consumers.

2. All claims against ART, irrespective of their legal basis, are subject to limitation period of no more than one year, except in the case of an intentional or fraudulent act by ART. In such cases, the provisions of law regarding limitation periods shall apply. This is without prejudice to deviating statutory provisions for the protection of the consumers.

3. Exclusions of liability according to these General Terms and Conditions shall not be applicable for claims based on the German Product Liability Act (ProdHaftG).

J. Extended right of lien

1. ART is entitled to a contractual right of lien on the object in its possession due to the order based on its claims from this order.

2. The contractual right of lien can also be asserted based on claims from previously executed works, deliveries of spare parts and other services, provided that such claims are related to the contractual object. The right of lien applies to other claims based on this business relationship, only if such claims are uncontested or have been validated by a court decision and the contractual object is owned by the contractual partner.

K. Retention of title

1. ART retains title to the delivered goods until fulfillment of all claims against the contractual partner of the current business relationship in full. The same shall apply, if the price for certain deliveries designated by the contractual partner has been paid. Processing and manufacturing may be done by ART. However, ART is not committed to such works and its title may not become extinct hereby. If the contractual partner consolidates the reserved goods with other goods, ART shall obtain joint ownership on the new object with regard to the invoice value of all consolidated goods. The new object shall therefore be considered as reserved goods for the purpose of these conditions.

2. The contractual partner is entitled to sell the reserved goods in the proper course of business. Any other uses are prohibited.

3. All claims arising out of the use of the reserved goods shall be assigned to ART in advance. If the reserved goods are sold with other objects not owned by ART or are used as material for the performance of contracts for work and services, the assignment of the reserved goods only covers the portion of revenue corresponding to ART's portion of joint ownership of the reserved goods.

4. The contractual partner is only entitled to collect the assigned claims in the proper course of business.

5. The contractual partner must notify ART of any intervention in the reserved goods or the assigned claims by a third party. The costs for such intervention shall be borne by the contractual partner.

6. Authorization of the contractual partner to dispose of the reserved goods and to collect the assigned claims expires in the event of non-observance of conditions of payment as well as in case of protests relating to bills and cheques. In such a case, ART is entitled to take possession of the reserved goods. The costs thereof shall be borne by the contractual partner. Reclaiming the goods results in rescission of the contract, only if rescission is expressly declared by ART. At the request of ART, the contractual partner is furthermore obliged to make information and documents available to ART that are needed to assert the assigned claims.

L. Scrap parts

The contractual partner must take possession of original or scrap parts removed from vehicles - except for parts that have been paid for by or otherwise passed into the ownership of ART - within four weeks. After this period of time, ART will not take responsibility for storage. Replacement is excluded.

M. Place of performance, place of jurisdiction, governing law

1. The courts at the domicile of ART shall have exclusive jurisdiction.

2. The governing law for deliveries and services of ART shall be the laws of the Federal Republic of Germany as applicable between German domestic parties. The application of laws on international contracts and the purchase of goods is excluded.

3. The above Subsections 1 and 2 do not apply if the contractual partner of ART is a consumer.

N. Personal data

1. ART is entitled to record and to process personal data of the contractual partner by means of electronic data processing.

O. Ineffectiveness

The ineffectiveness of single conditions does not affect either the validity of the contract nor the validity of the remaining conditions.