

1. Application

1.1 These General Terms and Conditions of Sale (hereinafter: “GTC”) shall apply to all sales contracts concluded between Tuningkit Technologies GmbH & Co. KG (hereinafter: “Tuningkit”) and you as customer if you are a consumer.

1.2 Consumer, as defined in Sec. 13 German Civil Code (Bürgerliches Gesetzbuch), means any individual who concludes a legal transaction for purposes that do not primarily relate to such individual’s commercial or independent professional activities.

2. Formation of contract

2.1 Sales contracts between you and Tuningkit can be concluded via the Tuningkit online shop, the online selling platforms eBay and Amazon or by telephone.

2.2 Formation of contract via the Tuningkit online shop

1. The presentation of goods in the Tuningkit online shop does not constitute a binding offer.
2. When you place a purchase order by clicking the “Buy Now” button, you make a binding purchase offer. Tuningkit will send you an automatic order confirmation by email in which the purchase order is documented once more. This automatic order confirmation merely confirms that your purchase order has been received by Tuningkit; it does not constitute acceptance of your offer.
3. The contract is only concluded when Tuningkit confirms the dispatch of the goods by separate email or when the goods are actually dispatched.
4. If the goods that you have ordered cannot be supplied, for example, because they are not on stock, Tuningkit will not accept your offer. In this case, no contract will be concluded. Tuningkit will so advise you without undue delay and refund any payment already received without undue delay.

2.3 Formation of contract via the online selling platform eBay

1. Tuningkit uses solely the “Buy It Now” format when offering goods on the online selling platform eBay. The placement of a product on eBay using the “Buy It Now” format constitutes a binding offer by Tuningkit to enter into a sales contract.
2. When you click the “Buy” button, a legally binding sales contract is concluded between you and Tuningkit. Tuningkit will additionally inform you of the formation of the contract by separate email.

2.4 Formation of contract via the online selling platform Amazon

1. By offering goods via the online platform Amazon, Tuningkit makes a binding offer.
2. When you click the “Buy Now” button, a legally binding sales contract is concluded between you and Tuningkit.

2.5 Formation of contract by telephone

A sales contract between you and Tuningkit can also be concluded by telephone. In this case, you make the offer to enter into a sales contract. Upon acceptance of your offer by Tuningkit, a legally binding sales contract is concluded between you and Tuningkit.

2.6 Storage of the contract text

The contract text is not stored by us.

3. Right of withdrawal

3.1 As a consumer you have the following right of withdrawal when making a purchase via the Tuningkit online shop, the online selling platforms eBay and Amazon or by telephone.

– Withdrawal instructions –

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving a reason. The withdrawal period shall be fourteen days from the day on which you, or a third party designated by you who is not a forwarding agent, take(s) possession of the goods.

To exercise your right of withdrawal, you must inform us

Tuningkit Technologies GmbH & Co. KG
– Warenannahme –
Karl-Frasch-Str. 14
73037 Göppingen
Germany

Phone: +49 7161 1587 870
Fax: +49 7161 1587 899
E-mail: sales@tuningkit.com

of your decision to withdraw from the contract by providing us with a clear notice to this effect (e.g. a letter sent by post, a fax or an email). You can, but do not have to, use the attached sample withdrawal form for this purpose.

The deadline for withdrawal is met if you dispatch the notice informing us that you exercise your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we are obliged to return to you all payments that we received from you, including the shipping costs (with the exception of any additional costs incurred by us as a result of you choosing a manner of shipment other than the inexpensive standard shipment offered by us), without undue delay and in any case within fourteen days of the day of receipt of your notice of withdrawal from this contract by us. We will make the refund using the same payment method that you already used for the original payment transaction, unless expressly otherwise agreed with you; under no circumstances will we charge a fee to you for this refund.

We may refuse to return your payment until we receive the returned goods or, if earlier, until you prove to us that you have sent the goods back.

You must send the goods back, or hand them over, to us without undue delay and in any case within fourteen days of the day on which you give us notice of your withdrawal from this contract. The deadline is met if you dispatch the goods before the expiry of the fourteen-day period.

You will have to bear the direct cost of sending the goods back.

You must only compensate us for a reduction in the value of the goods if the loss of value is due to the goods having been handled or used in a manner or to an extent that goes beyond what is necessary to examine the quality, properties and functionality of the goods.

Sample withdrawal form

(If you wish to withdraw from the contract, please complete this form and send it back to us.)

– To

Tuningkit Technologies GmbH & Co. KG
– Warenannahme –
Karl-Frasch-Str. 14
73037 Göppingen
Germany

Phone: +49 7161 1587 870

Fax: +49 7161 1587 899

E-mail: sales@tuningkit.com

– I/We (*) hereby withdraw from the contract concluded by me/us (*) regarding the purchase of the

following goods (*)/the provision of the following service (*)

- Ordered on (*)/Received on (*)
- Consumer's/Consumers' name(s)
- Consumer's/Consumers' address(es)
- Consumer's/Consumers' signature(s)
- Date

(*) Please delete as appropriate.

– End of withdrawal instructions –

3.2 Exclusion or expiry of the right of withdrawal

The right of withdrawal does not exist for contracts regarding the supply of non-prefabricated goods which are manufactured on the basis of the consumer's individual selections or specifications or which are clearly tailored to the consumer's personal needs.

4. Voluntary right to return the goods within 30 days after their receipt

4.1 In addition to the statutory right of withdrawal, Tuningkit grants you the voluntary right to return the goods within a period of 30 days after the receipt of the goods. This right to return the goods allows you to cancel the contract even after the expiry of the 14-day period for withdrawal (see Withdrawal instructions in clause 3.1 above) by returning the goods to Tuningkit, at the address given at the end of this clause 4.1, within 30 days after the goods were received (the 30-day period commences on the day following the receipt of the goods). The deadline is met if the goods are dispatched before the aforesaid period expires. However, the voluntary right to return the goods can only be exercised if you have merely tested goods for approval and you return the goods completely and in their original state intact and undamaged in their original sales packaging. The direct costs of the return shipment of the goods will have to be borne by you.

Please send the goods to:

Tuningkit Technologies GmbH & Co. KG
– Warenannahme –
Karl-Frasch-Str. 14
73037 Göppingen
Germany

Phone: +49 7161 1587 870
Fax: +49 7161 1587 899
E-mail: sales@tuningkit.com

4.2 The refund will be made to the account that you used for payment. If payment was made by

invoice (only available for shipments within Germany) or in advance by bank transfer, the return transfer will be made to the account from which the original transfer was made. If you paid with Paypal or by debit/credit card, the refund will be made to the associated Paypal or debit/credit card account.

The provisions regarding the additional contractual (voluntary) right to return the goods do not affect the statutory right of withdrawal (cf. clause 3.1 above), which continues to exist irrespective of such. Until the expiry of the period during which the statutory right of withdrawal can be exercised, solely the statutory provisions set out in clause 3.1 above shall apply. Furthermore, the contractual (voluntary) right to return the goods does not affect your statutory warranty rights, which continue to apply without restriction. Tuningkit expressly reserves the right to exclude the voluntary right to return the goods for special campaigns, in the terms and conditions governing such campaigns.

5. Retention of title, setoff and right of retention

5.1 The goods supplied shall remain the property of Tuningkit until the purchase price has been paid in full.

5.2 You shall not be authorized to set your own claims off against our claims unless your counterclaims are undisputed or have been established in a judgment which cannot be appealed against.

5.3 As a purchaser you may only exercise a right of retention if your counterclaim is based on the same sales contract as our claim.

6. Delivery

6.1 Tuningkit shall have the right to make partial deliveries to the extent that you can reasonably be expected to accept such.

6.2 The goods shall be shipped to the shipping address indicated by you. Unless otherwise agreed, the goods shall be dispatched within one workday of the conclusion of the contract and receipt of your payment.

6.3 The risk of accidental loss or destruction of, or of an accidental deterioration in, the goods shall pass to you (transfer of risk) when the goods are handed over to you.

7. Prices / shipping costs

7.1 The prices valid at the time the order is placed shall apply. All prices are retail prices and include statutory value-added tax; they do not include shipping costs or any fees payable for the payment method chosen, both of which shall be charged additionally.

7.2 Tuningkit shall advise you of the shipping costs that will be incurred before the contract is entered into. If purchase orders are placed via the Tuningkit online shop or the selling platforms eBay and Amazon, the price including value-added tax, the shipping costs and the fees for the chosen payment method will further be shown on the online order form before the contract is concluded.

8. Terms of payment; payment options

8.1 Unless otherwise agreed, the purchase price shall be due and payable immediately upon conclusion of the contract. In the event of default of payment, Tuningkit may claim default interest at a rate of 5 percentage points above the base rate of the European Central Bank.

8.2 The following payment options are available to you:

1. **Paying with PayPal** You pay the amount invoiced using the online payment service PayPal. To do so, you must register, or have registered, with PayPal, enter your access data to gain authorization, and confirm the order to pay to Tuningkit. The goods will be sent to you as soon as the amount invoiced has been credited to our bank account.
2. **Bank transfer** If you choose to pay in advance, you must transfer the amount invoiced to the bank account of Tuningkit which is indicated in the order confirmation. The goods will be sent to you as soon as the amount invoiced has been credited to our bank account.
3. **Paying by debit or credit card** If you choose to pay by debit or credit card, you must transfer your debit or credit card data to our payment services provider PayOne. Your debit or credit card data will be transferred via a secure PayOne connection. The goods will be sent to you upon receipt of your debit or credit card data.

9. Warranty and liability

9.1 Tuningkit shall be liable for defects as to quality and title as provided by law, in particular, Sections 434 et seq. German Civil Code. The limitation period for statutory claims for defects shall be two years and shall commence upon delivery of the goods.

9.2 Claims for defects as to quality do not exist if you modify the goods, handle them improperly, or use them in a manner which has nothing to do with the proper installation and/or the proper operation of the goods. This particularly includes technical diagnostic measures and mechanical impacts on the goods. Improper handling further includes any impact resulting from overstressing the goods (e.g. by using them for races). In addition, a defect as to quality does not exist if the oil consumption of your vehicle increases by up to 30% as a result of the installation of the Tuningkit.

9.3 Tuningkit reserves the right to modify the products with regard to the technology used, as well as with regard to the form, color, weight and design of the products, if you can reasonably be expected to accept such modifications and/or deviations, due regard being had to Tuningkit's interests.

9.4 Tuningkit shall be liable without limitation for damage or losses resulting from breach of guarantee or from death, bodily injury or damage to health. The same shall apply to wilful misconduct and gross negligence, mandatory statutory liability for product defects (in particular, under the German Product Liability Act), and liability if defects were concealed with fraudulent intent. In cases of slight negligence, Tuningkit shall only be liable if material obligations are violated which result from the nature of the contract and are of particular importance for achieving the purpose of the contract. If such obligations are violated, and also in the event of default or if performance is impossible, Tuningkit's liability shall be limited to the damage or losses that can typically be expected with this contract.

9.5 Where applicable, the engine and product guarantees given by Tuningkit shall exist in addition to claims for defects as to quality and title within the meaning of clause 9.1 above. For details regarding the content and scope of such guarantees, please see the Terms of guarantee that are enclosed with the products.

10. Reprogramming

10.1 If you change vehicles, you can normally have the product that you bought from Tuningkit (Tuningkit Race) reprogrammed for a fee within 36 months after the purchase date, subject to this clause 10.

10.2 As a matter of principal, Tuningkit reserves the right to decline requests for reprogramming without stating a reason. Requests for reprogramming, if accepted, will be approved by Tuningkit expressly in writing. An email shall be sufficient to comply with the requirement of the written form.

10.3 The general requirement for reprogramming is that Tuningkit still offers the product purchased (or an equivalent replacement) in its range for the vehicle in question at the time of the reprogramming.

10.4 The date of purchase of the Tuningkit must be proven by submitting the payment document to Tuningkit.

10.5 If the product price for the car for which the purchased product is to be reprogrammed is higher than for the car for which the product was previously configured, a charge will be incurred which is equivalent to the difference in price and is additional to the charge for the reprogramming itself.

10.6 If Tuningkit agrees to carry out the reprogramming, the warranty rights set out in clause 9 above shall only apply to the software or products (e.g. cables, if needed) that are newly purchased as part of the reprogramming.

10.7 The reprogramming shall not give rise to any further rights. In particular, no guarantee given for the product and/or the engine shall be extended as a result of the reprogramming. Furthermore, the limitation periods for the product already purchased by you shall not restart due to the

reprogramming. In all other respects, your rights shall remain unaffected.

11. Loss of claims under guarantees und consequences regarding warranty

As a result of the installation of an engine control unit, you will lose your guarantee claims against the manufacturer of your vehicle with regard to the engine. Furthermore, the installation of an engine control unit can affect warranty claims, if any, against the seller of your vehicle. Apart from the claims arising out of any engine warranty given by Tuningkit, Tuningkit cannot be held liable for the loss of the aforesaid guarantee and/or warranty claims.

12. General operating licence and insurance coverage

12.1 The installation of a Tuningkit can result in the expiry of the general operating licence (allgemeine Betriebserlaubnis) for your vehicle. As a consequence, the vehicle so modified will no longer be permitted to be used on public roads. You must arrange for the technical inspection and approval by an officially recognized testing institution within the meaning of Sec. 19 German Road Traffic Licensing Regulations (Straßenverkehrszulassungsverordnung, hereinafter: "StVZO") on your own responsibility and at your own expense. Please also be advised that insurance coverage does not exist in the absence of a general operating licence.

12.2 In light of the vast amount of different products and equipment in the automotive industry, Tuningkit is unable to examine all properties for their compatibility and warrant such compatibility. This contract does not include an agreement on fitness for approval by an officially recognized testing institution within the meaning of Sec. 19 StVZO.

13. Online dispute resolution platform, participation in dispute resolution proceedings

13.1 As the law stands we are obliged to inform users about the existence of the European Online Dispute Resolution Platform which can be used for resolving disputes without needing to resort to the courts. The European Commission is responsible for setting up the platform. You can find the European Online Dispute Resolution Platform here: <http://ec.europa.eu/odr/>

13.2 We are not obliged to participate in dispute resolution proceedings initiated by a consumer arbitration service and therefore have chosen against taking part in such proceedings voluntarily.

14. Governing law and place of performance

14.1 This contract shall be governed by the laws of the Federal Republic of Germany.

14.2 The place of performance shall be Göppingen, Germany.



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[Download withdrawal form \(PDF\)](#)