

# **General Terms and Conditions ("Terms") of the Suter Racing Technology AG**

**Last updated: May 29, 2008**

## **1. General Information**

The following terms and conditions are effective for all services and products offered by Suter Racing Technology AG ("SRT") unless otherwise agreed in writing between SRT and its customer. A customer is any natural person or legal entity entering into business relations with SRT. The purchasing conditions and the terms and conditions of our customers are not binding on us. The current and binding version of the Terms which may be amended from time to time will be published on the Internet at [www.suterracing.ch](http://www.suterracing.ch) and may be requested from SRT headquarters at any time.

## **2. Quotations and Prices**

SRT endeavors to offer its products at excellent value. All quotations by SRT shall, however, be non-binding in respect of price, delivery terms, alterations in form, design, appearance and weight. Orders or information on price and delivery provided over the telephone shall require written confirmation by SRT. In case of increases in cost with relevance to our pricing between the time of conclusion of the agreement and the time of delivery, we shall be entitled to an appropriate price increase. We also reserve the right to change prices on the basis of exchange rate fluctuations. Any and all prices - unless indicated otherwise - shall be understood to be exclusive of statutory VAT, packaging, insurance and shipping costs. Shipping costs vary according to the customer's country of origin.

For customers with shipping address inside of Switzerland prices in CHF net ex warehouse plus packaging, shipping and possible freight insurance costs will apply for payment. For customers with shipping address outside Switzerland, prices in Euro net ex warehouse plus packaging, shipping and possible freight insurance costs will apply for payment. For this reason in the Online Shop both prices in CHF as well as in Euro are displayed.

## **3. Terms of Delivery and Payment**

When placing the order, the customer undertakes to accept the goods or services and to pay the agreed remuneration. A contract will only become effective by the explicit acceptance of the order by SRT. SRT is entitled to decline the fulfillment and performance of contracts and orders in whole or in part at any time without this giving rise to compensation claims for the purchaser or the ordering party. SRT may make the necessary alterations to the nature and execution of the delivery and service.

Delivery deadlines will be complied with to the best of our ability, are, however, always non-binding. If delivery is delayed for reasons for which SRT is not responsible (force majeure, import or transport difficulties, delay of third-party suppliers, reasons attributable to the customer, such as changes requested by the customer retrospectively, etc.), the delivery deadline will be extended appropriately.

SRT makes delivery exclusively subject to retention of title. Ownership in the products delivered will only be transferred to the customer when the latter has fulfilled all its obligations under the commercial relationship with SRT. SRT is authorized by the customer to have the retention of title registered with the competent registration office. In the event of late payments or infringement, the return of the item may be demanded and may only be refused if the contractual partner has a right of retention under the contractual relationship. All costs of the

assertion of the retention of title and return will be borne by SRT's contractual partner.

Invoices of SRT will be payable without separate written agreement in advance or by credit card. Online payment by credit card will be made with SSL encryption through "Saferpay". Such encryption prevents collection and/or manipulation of the credit card data in the interests of the customer's security. However, SRT disclaims liability for any and all losses and all other damage arising in connection with or through the input, transmission, processing of customer data, order information or any other information provided to SRT or by SRT either directly or through "Saferpay". This exclusion does not apply in the event of intention or gross negligence.

If the creditworthiness of the customer deteriorates, SRT reserves the right to demand, even after partial delivery of the products, adequate guarantees from the customer to secure its obligations. If the customer does not provide guarantees to SRT or payment in advance, SRT is entitled to cancel the order in whole or in part and withdraw from the agreement.

It is important that the credit card with which the order and/or payment is made is registered to the delivery address. Our database checks each transaction in this regard. Any discrepancy between the card number and/or card address and the delivery address invalidates the order. This serves both for the security of SRT as well as for the customer's security.

#### **4. Restrictions of Use/Copyrights**

Drawings, photographs, figures, descriptions, brochures and offers for services and products remain the property of SRT. They may not be disclosed to third parties without the written approval of SRT or be either copied or used for the own manufacturing of products. The products delivered may not be used for the production of workshop drawings and/or own manufacturing, either. Any and all copyrights to the products remain with SRT. Any and all utilization and exploitation rights remain the property of SRT. The scope of contractual services will be excepted from such provisions.

#### **5. Returns**

As a matter of principle, parts duly ordered and delivered may not be returned. Objections to the quantity or quality of the goods will only be considered within 8 days after receipt of the shipment. For concealed defects any and all liability will be declined one year after delivery at the latest. SRT must be notified of any concealed defects with legal effect immediately after discovery. Any returns must be free of freight charges and will only be permitted with the previous approval of SRT. We are entitled, even in the case of approved returns, to charge up to 10% of the price as a handling charge.

#### **6. Scope of Warranty and Liability**

In the event of prompt and legitimate objection pursuant to clause 5 and of the occurrence of further damage of any kind, such as consequential damage and third-party damage, which have obviously arisen through defects of a product delivered or service performed by SRT, the maximum of compensation paid will equal the amount of the agreed price. We are entitled to provide a replacement or issue a credit note.

We do not accept any liability for assembly costs. SRT is entitled to refuse warranty service and liability if the customer has not fulfilled its obligations to SRT or not to

the full extent. Replaced products will remain the property of SRT and must be returned to it.

As a matter of principle, any and all products which are built for racing use and products which are used to increase performance are not subject to warranty. Engines, tuning products and accessories (products) will be delivered without a TÜV certificate. The admissibility of their use on public roads does not form part of the contractual quality commitment. Any and all liability for damage to the product, consequential damage or damage to third parties attributable to these products is declined.

If a defect derives from inappropriate treatment or maintenance, attempted repairs, damage, accidents or other alterations to the goods by the customer or by third parties, from normal wear and tear, from excessive strain or force majeure, there will be no warranty and liability obligations for SRT.

Any and all further warranty or liability obligations by SRT, for negligence, in connection with contractual negotiations, for positive breach of contract or for inadmissible action, is explicitly excluded.

The exclusions of warranty and liability covered by this clause do not apply in the event of intention or gross negligence.

## **7. Legal venue and Applicable Law**

The present Terms and all contracts between SRT and its customers are subject to the laws of Switzerland. Court of jurisdiction will be Turbenthal near Zurich, Switzerland. The customer hereby declares that, by waiving the right to the legal venue of the customer's ordinary place of residence, the customer accepts the legal venue agreed hereunder.