

General Terms Of Business Of “SCRAMBLER’s Project” Motorcycle-Spare-Parts

1. Area of application

For the business relations between “SCRAMBLER’s Project” Motorcycle-Spare-Parts (to be named “SCRAMBLER’s Project” in the following) and the buyer the general terms of business of “SCRAMBLER’s Project” are exclusively in force. These terms of business are an integral part of the contract between “SCRAMBLER’s Project” and the buyer. The application of dissenting terms of business of buyers and customers are hereby explicitly rejected.

2. Shipments

Our offers via email and on the website of “SCRAMBLER’s Project” constitute an invitation to name an offer to the customer (invitatio ad offerendum). A contract is only agreed upon with the confirmation of the order by “SCRAMBLER’s Project”, but with the arrival of the shipment at the buyer's at the latest.

3. Revocation right concerning contracts agreed to by any means of telecommunication

(1) As far as the customer has agreed to a contract by any means of telecommunication named in § 312b BGB and is a consumer in the sense of that law, he/she has a right of revocation as laid down in the concerning laws. There is no revocation right, if the ordered goods were specified by “SCRAMBLER’s Project” for customer use.

(2) The revocation has to be sent to “SCRAMBLER’s Project” Motorcycle-Spare-Parts, EglosheimerStr. 103 (Street), 71679 Asperg (Postal Code, City). It doesn't need to include any grounds for the revocation but has to happen in written form or by shipping back the goods within two weeks. The revocation deadline starts with the day the customer receives the goods.

(3) In case the customer makes use of his right of revocation, he is obliged to send the goods back. Did the customer worsen the state of the goods by use of it not as agreed, the customer has to pay an appropriate compensation. For the use of the goods until the exact time the customer made use of his right of revocation, the customer has to

compensate the value of this use.

(4) With any order up to 40 Euro (below or equal 40 Euro) the customer has to cover the shipment costs (shipping the goods back) himself.

4. Shipment dates, deadlines, risk transfer

(1) The shipment deadline begins with the day the confirmation of the order is issued. The shipping deadline is met, if the goods left “SCRAMBLER’s Project” until the end of the shipping deadline or if the readiness to ship the goods was stated before the end of the shipping deadline. The shipping deadline will be extended automatically if any unforeseeable events take place, which can not be controlled by “SCRAMBLER’s Project”, such as acts of God or delays resulting from problems of contracting partners from which “SCRAMBLER’s Project” gets its spare parts. The extension of the deadline will be in an appropriate relation to the duration of the problem, obstacle, reason of delay by contracting partners. As long as “SCRAMBLER’s Project” can prove congruent orders made at its contracting partners, it is free of its fulfilment obligation.

(2) Concerning delay of shipment, a customer is only allowed to retreat from the contract, if he set an appropriate deadline with a minimum of 2 weeks in written form after the delay began and acclaims his/her retreat simultaneously in case that the goods won't be shipped within the deadline set by him/her.

(3) With the handing over of the sold goods to the carrier the risk of loss and/or damage is transferred to the buyer. The same consequence follows upon delay of receiving by the buyer.

(4) Does the customer retreat from a contract, although he had no right to, “SCRAMBLER’s Project” can charge 10 per cent of the purchase price to cover the costs of handling the order and the lost profit. The possibility to assert the actual damage isn't revoked hereby. The customer has the right to prove that the damage was less in any case.

5. Prices and price changes

(1) All prices are stated in Euro and don't include sales tax, since “SCRAMBLER’s Project” takes advantage of the “small businessmen”-rule. The stated prices in the

offer via email or in any other way should be recognized as the price of the item itself. Packaging, transporting fees and transport insurances will be charged upon the buyer regarding the price list of “SCRAMBLER’s Project” in effect at the date of purchase. The additional shipping fees concerning shipments abroad are also part of that rule.

(2) Price changes are possible, if there is a period of time between contracting and the contracted date of shipment longer than 4 weeks. Do loan costs, material costs or market prices rise until the completion of the shipment, “SCRAMBLER’s Project” is allowed to rise the price appropriately regarding the rise of costs.

6. Payment

(1) All purchase prices and other costs are due to payment at the time of delivery of the shipment objects. As long as nothing else is laid down in an individual contract the shipment only takes place with payment in advance or cash on delivery (collect on delivery).

(2) If payment deadlines are exceeded “SCRAMBLER’s Project” is allowed to charge the buyer delay interest at the value of 5 per cent above the basic interest rate of the European Central Bank in effect at this time. “SCRAMBLER’s Project” explicitly reserves the right to assert further damage, for example costs for necessary loans. For every reminder after coming into delay an additional fee of 2,50 Euro will be charged.

(3) An offsetting by the buyer is only possible, if the claims of the buyer are undisputed or have the force of law.

7. Reserved right of property

All goods shipped to the buyer remain within the property of “SCRAMBLER’s Project” until the complete payment of the purchasing price.

8. Guarantee

(1) The buyer has to control the delivered goods and has to point out immediately obvious defects, or else the shipment counts as appropriately executed.

(2) Do the sold goods not have the agreed condition and/or quality or do not fit the requirements of the use laid down in the contract or of the usual use of the goods, the customer has a right to choose between the removal of the defect or the shipment of

defectless goods. “SCRAMBLER’s Project” may refuse the terms of fulfilment chosen by the buyer, if it is only possible with a disproportionately effort. In this case the buyer has the right to the respective other term of fulfilment.

(3) For deficits caused by natural wear, extraordinary weight put on the goods or improper installation of the shipped goods, there is no guarantee whatsoever.

9. Damage claims

(1) Damage claims of the buyer against “SCRAMBLER’s Project”, no matter on which law basis they lie, especially because of deficits of the goods, injury of obligations, shipment delays or torts (in the sense of § 823 BGB) are excluded, as long as they are not a result of extreme negligence or purposeful behaviour of “SCRAMBLER’s Project” or culpable injury of an essential obligation stated in the contract. This liability however is limited to the contract-typical damage, with whose coming into existence “SCRAMBLER’s Project” had to calculate at the moment of contracting, regarding the circumstances “SCRAMBLER’s Project” knew of or had to know of at this very moment.

(2) Damage claims which also remain untouched by this rule are those resulting from infringements on life, body or health of the customer, which stem from a culpable injury of an obligation of “SCRAMBLER’s Project” or his lawful substitute or other people he uses to fulfil its obligations.

(3) Claims of the customer concerning the law of product liability remain untouched.

(4) “SCRAMBLER’s Project” is not liable for damages, which occur because of improper use of delivered parts that does not meet the requirements of usual caution or standard rules of technique or which result from an infringement of the customer of the StVZO (law concerning meeting standards of the state). The customer himself is responsible, that the delivered goods are the same as mentioned in all official papers concerning the vehicle. As long as offered parts of “SCRAMBLER’s Project” don't include a “TÜV-report”, material report or an ABE-number, the use of the parts on public streets is not lawful.

10. Data protection

Concerning this subject, please read our special data protection declaration on this website.

11. Trademark rights and similar rights

Concerning this subject, please read our special disclaimer on the website.

12. Additional rules

(1) Place of fulfilment of contract duties is Asperg, Baden-Württemberg, Germany.

(2) The contract, its handling and everything related will only be subject to German law. The use of International Private Law and the CISG are hereby explicitly excluded.

(3) For all disputes arising from the respective contract Stuttgart is the exclusive place of jurisdiction, as long as the customer is a merchant, a special estate of public law or a juristic person of public law. The same applies to customers without a general place of jurisdiction within Germany.

(4) If single clauses or rules in this contract are not valid, the validity of all other clauses is not concerned by that. In place of the invalid clause the contracting parties agree upon the validity of an appropriate rule to fill the respective void. This rule should be as near as possible to the hypothetical will the contracting parties had regarding this very clause.