General Terms & Conditions of Business of HEICO SPORTIV GmbH & Co. KG

Supplier: HEICO SPORTIV GmbH & Co. KG, Rudolf-Diesel-Straße 44,
64331 Weiterstadt
Germany
Management: HEICO SPORTIV Verw. GmbH, General Manager Holger R. Hedtke,
Registered at the Local Court (Amtsgericht) of Darmstadt under HRA No. 6631
www.heicosportiv.de, mail@heicosportiv.de
Tel. +49 (0)6151 30095-0, Fax +49 (0)6151 30095-22

(As amended at January 2021)

Section 1: General
Section 2: Offers, Formation of Contract
Section 3: Delivery Appointments, Delayed Delivery
Section 4: Shipping, Passage of Risk
Section 5: Prices, Terms of Payment
Section 6: Reservation of Ownership
Section 7: Right of Revocation in Conjunction with Distance Sale Contracts with Consumers
Section 8: Damage in Transit
Section 9: Warranty
Section 10: Liability
Section 11: Data Protection
Section 12: Notice pursuant to Section 36 of the German Consumer Dispute Settlement Act (VSBG)
Section 13: Consumer information in accordance with regulation (EU) No. 524/2013
Section 14: Miscellaneous Provisions
Attached: Revocation Instruction

Section 1. General

1. These General Terms & Conditions of Business ("GTCB") are valid for all orders placed by our customers. The current wording of the GTCB can additionally be called up at www.heicosportiv.de.
2. In placing an order, the customer implicitly declares his acceptance of the GTCB, as amended at the time the order is placed. Any general terms & conditions of business of the customer that are in contradiction to these GTCB shall not constitute an integral part of the contract.
3. "Consumers" within the meaning of these GTCB shall be any natural persons who order merchandise from HEICO SPORTIV for purposes that can be ascribed neither to a predominantly commercial nor a predominantly self-employed professional activity of said natural person. "Businesspersons" within the meaning of these GTCB shall be any natural or legal persons or incorporated limited partner-ships acting in the scope of practicing their commercial or self-employed occupation.
4. The contractual language is German.

Section 2. Offers, Formation of Contract

1. Diagrams and descriptions serve solely the purpose of general clarification; technical details may be subject to change as HEICO SPORTIV constantly strives to further develop its products. Information contained in descriptions, in particular, but not limited to performance, speed etc., shall be regarded as approximations and do not constitute guaranteed characteristics.
2. The online presentation of our product range in the internal dealership area does not constitute a binding contractual offer for Businesspersons. By sending the order to HEICO SPORTIV, the

Businessperson submits an offer which, due to a necessary availability check, must be accepted in writing by HEICO SPORTIV beforehand. A contract is first formed upon the Businessperson's receipt of the declaration of acceptance.

3. The customer, who is a Consumer, submits to HEICO SPORTIV via the online catalog a price and product request for a specific product. HEICO SPORTIV shall respond by returning to the Consumer price and product information together with an order form. The Consumer returns the completed order form to HEICO SPORTIV. The order form returned to HEICO SPORTIV constitutes a binding offer. HEICO SPORTIV may, due to a necessary availability check, accept or decline said offer at its own discretion.
   The offer shall be accepted by way of an order confirmation. A contract is first formed upon the customer's receipt of the order confirmation. HEICO SPORTIV shall inform the customer, should it decide to decline the customer's offer.
4. Orders in the areas of, among others, engine technology, chassis and exhaust technology are dependent upon vehicle-specific data. For this purpose, the customer shall receive, together with the order notification, a data-gathering form which must be completed with the customer's vehicle-specific data in order for the order to be executed.

Section 3. Delivery Appointments, Delayed Delivery

1. Stated delivery lead times shall, insofar as not expressly agreed as binding, constitute prospective delivery lead times that are subject to change without notice and conditional upon the correct and timely input supply to HEICO SPORTIV itself.
2. The delivery period shall commence at the time of contractual execution, however not be-fore the customer has furnished HEICO SPORTIV with any required documentation, the data-gathering form, official approvals, sign-offs and receipt of an agreed down-payment.
3. The delivery deadline shall be deemed met if, by the time of its expiration, the customer has been informed of readiness for shipment or the delivery item has been handed over to the forwarding agent or haulage contractor. This shall also apply in the event of delivery by HEICO SPORTIV's own personnel.
4. In the event of measures relating to industrial disputes, especially strikes and lock-outs, and on occurrence of unforeseen hindrances outside HEICO SPORTIV's sphere of influence such as, but not limited to, plant stoppages and delays in the delivery of key materials, the deli-very period shall be extended conditional upon said hindrances having a provable and substantial influence on the delivery of the delivery item. This shall apply additionally if said circumstances arise at subcontractors. The delivery deadline shall be extended accordingly for the duration of said measures and hindrances.
5. HEICO SPORTIV shall also not be held accountable for the above-mentioned circumstances if they arise in the framework of an already existing delay. In significant instances, HEICO SPORTIV shall as promptly as possible inform the customer about the start and end of such hindrances.
6. HEICO SPORTIV reserves the right to make part deliveries. Any higher costs ensuing from part deliveries shall be borne by HEICO SPORTIV.
7. During the delivery period, HEICO SPORTIV reserves the right to make changes to construction or form which are ascribable to technical improvements or statutory requirements, insofar as the delivery item is not significantly altered and the changes are reasonable for the customer.

Section 4. Shipping, Passage of Risk

1. Unless otherwise expressly agreed with HEICO SPORTIV in writing, and when the customer is a Businessperson, the merchandise shall be sent at the customer's expense and at the customer's risk from the plant or consignment warehouse. The mode of delivery shall be elected at HEICO SPORTIV's equitable discretion.
2. Item 1 shall also apply to freight-free delivery. Transport insurance shall only be taken out at the express request and at the expense of the customer.
3. If the customer is a Businessperson, the risks of destruction, loss or deterioration of the item as well as price risk pass to the customer upon delivery of the item to the person intended for execution of the shipment. The same applies for the danger of delayed delivery.

Section 5. Prices, Terms of Payment

1. HEICO SPORTIV accepts payments in cash and by ec card / girocard, PayPal and credit card or, in the event of delivered merchandise, prepayment or collect on delivery.
2. In the event of higher-valued assignments, HEICO SPORTIV reserves the right to demand partial or full prepayment. The customer shall be informed beforehand in such event.
3. The prices quoted for Businesspeople in the dealership section of HEICO SPORTIV's website are net prices that do not include the prevailing statutory rate of value added tax (sales tax). The pricelist sent to Consumers, by contrast, contains – similarly to bespoke offers sent to Consumers – the gross prices including the statutory rate of value added tax (sales tax). Additional costs shall be charged for shipping and possibly for packaging, as published for Businesspeople in the dealership section of our Internet product pages or in the bespoke offers sent to Consumers. Should the customer wish collect on delivery for the ordered merchandise, the collect on delivery fee and possibly any carriage fees will be charged additionally.
4. Should the time between the order by, and delivery to, the customer exceed 4 (four) months, or should changes in the type or characteristics of the employed parts necessitate a price change, the prices valid on the day of delivery shall apply.

Section 6. Reservation of Ownership

1. For contracts with Consumers, HEICO SPORTIV reserves ownership of the merchandise until payment of the complete purchase price.
2. For contracts with Businesspersons, HEICO SPORTIV reserves ownership of the merchandise until complete settlement of all accounts receivable from an ongoing business relationship.
3. The customer shall handle the merchandise with due care.
4. The customer shall promptly inform HEICO SPORTIV about the seizure of the merchandise by third parties, such as in the event of an attachment, or about any damage to, or the destruction of, the merchandise, and the customer shall inform HEICO SPORTIV immediately about any change in custody of the merchandise or change in the customer's own place of residence.
5. Should the customer act in violation of contract, in particular default on payment, HEICO SPORTIV may withdraw from contract and demand return of the merchandise.
6. The Businessperson may resell the merchandise in the framework of his orderly business activities. The Businessperson herewith assigns to HEICO SPORTIV, [up to the amount of the Businessperson’s open accounts payable vis-à-vis HEICO SPORTIV], all accounts receivable that arise vis-à-vis a third party as a result of the resale. We herewith recognize said assignment. The Businessperson is empowered to collect the accounts receivable, even after the assignment. HEICO SPORTIV reserves the right to collect the accounts receivables itself as soon as the Businessperson fails to correctly fulfill his payment obligations and becomes in arrears.

7. The Businessperson shall only process or modify the merchandise in the name of, and on be-half of, HEICO SPORTIV. Should the merchandise be processed using items not belonging to HEICO SPORTIV, HEICO SPORTIV shall obtain co-ownership of the new item in the ratio of the value of the merchandise delivered by HEICO SPORTIV to the value of the merchandise delivered by HEICO SPORTIV plus the value of the other processed merchandise. The same applies if the merchandise is mixed with items other than those belonging to HEICO SPORTIV.

Section 7. Right of Revocation in Conjunction with Distance Sale Contracts with Consumers

REVOCATION INSTRUCTION

CONSUMERS HAVE THE FOLLOWING RIGHT OF REVOCATION
You may revoke this contract within a period of 14 (fourteen) days without stating a reason.

The revocation period is 14 (fourteen) days starting on the day on which you, or a third party named by yourself who is not the consignor, took possession of the merchandise.

To exercise your revocation right, you must inform us (HEICO SPORTIV GmbH & Co. KG, Rudolf-Diesel-Str. 44, 64331 Weiterstadt, Germany, fax +49 (0)6151 30095-22, email: mail@heicosportiv.de) by way of an unambiguous declaration (e.g. in a letter sent by regular mail, or by fax or email) of your decision to revoke this contract. To do so, you may use the attached sample revocation form, the use of which is not however, obligatory.

To meet the revocation deadline, it suffices that the notification of the exercising of your revocation right be sent before expiry of the revocation deadline.

CONSEQUENCES OF REVOCATION
Should you revoke this contract, we shall reimburse you forthwith, however no later than within 14 (fourteen) days of the day of receipt of your notification to revoke this contract, with all payments which we received from you, including delivery costs (with the exception of any additional costs which arose from your choice of a form of delivery other than the most cost-effective form of delivery which we offer by default). For this reimbursement, we shall use the same means of payment which you used for the original transaction, save alternative arrangements had been expressly agreed with you. Under no circumstances shall any fees be charged for this reimbursement. We reserve the right to withhold reimbursement until such time as we have received delivery of the returned merchandise, or evidence of the merchandise's return is furnished, whichever of the two is earlier.

You shall send back or hand over the merchandise to us forthwith, in any case within no later than fourteen days of informing us of your revocation of this contract. The deadline shall be deemed met if the merchandise is provably dispatched before expiry of the fourteen-day deadline. You shall bear the direct cost of returning the merchandise.

You shall only be charged for any depreciation of the merchandise if said depreciation is ascribable to handling which was not necessary in order to inspect the qualities, characteristics and manner of functioning of the merchandise.

REVOCATION FORM

If you would like to revoke the contract, please complete this form and return it to us at:

HEICO SPORTIV GmbH & Co. KG
Rudolf-Diesel-Str. 44
64331 Weiterstadt
Germany
Fax: +49 (0)6151/30095-22
Email: mail@heicosportiv.de

I / we (*) herewith revoke the contract which I / we concluded with respect to the purchase of the following merchandise:

_____

Ordered on (*) / received on (*): _____

Name(s) of Consumer(s): _____

House number, street: _____

Zip code, town: _____

Date Signature(s) of the Consumer(s) / Businessperson(s) (only for notifications submitted on paper)

_____ _____

.....
(*) Strike as applicable.

Section 8. Damage in Transit

If, on receipt of the merchandise, the customer recognizes damage to packaging, the customer shall, on acceptance of the merchandise, request the transportation company to confirm the damage in writing.

Section 9. Warranty

1. If the customer is a Businessperson, HEICO SPORTIV shall initially elect at its own discretion to provide warranty for defective merchandise in the form of repair or replacement delivery.
2. If the customer is a Consumer, the customer initially has the choice to elect follow-up performance in the form of improvement or replacement delivery. HEICO SPORTIV is, however, entitled to refuse the elected follow-up performance if it is only possible at unreasonable expense and the Consumer does not suffer severe disadvantages as a result of the alternative form of follow-up performance.
3. In the event of an abortive improvement or replacement delivery, especially if the defect cannot be rectified or further remedial attempts are unreasonable for the customer, the customer may elect alternatively to demand a reduction in compensation or withdrawal from contract. Should,

following an abortive attempt to rectify a legal infirmity of material defect, the customer elect to withdraw from contract, the customer shall not be entitled to claim damages due to the defect.

4. Businesspersons shall inspect the merchandise immediately upon receipt for completeness and absence of defects and notify HEICO SPORTIV promptly of any defects discovered. Should the Businessperson fail to inspect the merchandise or notify HEICO SPORTIV of any discovered defects in a timely manner, the delivered merchandise shall be deemed formally approved, unless the defect was latent at the time of inspection. HEICO SPORTIV shall also be notified promptly about defects discovered at a later time, otherwise, the merchandise shall also be deemed formally approved with regard to these defects. All defects shall be notified in writing, together with a detailed description of the defect concerned. Sections 377 et seq. German Commercial Code (Handelsgesetzbuch, HGB) additionally apply mutatis mutandis.
5. The warranty period lasts 2 (two) years, commencing at the time of the passage of risk. Insofar as the ordered merchandise involve parts for motor sports, HEICO SPORTIV herewith expressly points out that these are not always approved for public road traffic. This does not constitute a defect.
6. Warranty obligations do not exist if defects or damage arose because:
   - The buyer failed to report a defect;
   - Despite instructions to do so, the buyer failed to allow follow-up improvements to be promptly implemented;
   - The buyer overstrained or treated the merchandise inexpediently e.g. in motorsports competitions;
   - The buyer failed to observe the procedures for handling, servicing or maintaining the merchandise (e.g. operating manual).
7. Natural attrition is excluded from the warranty.
8. Warranty or guarantee claims against HEICO SPORTIV are excluded if the functionality of the delivered product is no longer guaranteed due to a change in the software version by the vehicle manufacturer.
9. We grant a voluntary guarantee on HEICO SPORTIV products in accordance with our **Terms of Guarantee of HEICO SPORTIV GmbH & Co. KG**. For further details, please refer to these terms which can be called up at www.heicosportiv.de. The statutory warranty covering material defects is not restricted by the guarantee.

Section 10. Liability

1. Subject to the provisions set out hereunder, HEICO SPORTIV shall, irrespective of the legal grounds, reject any liability for slightly negligent violations of obligations by HEICO SPORTIV, its legal representatives or vicarious agents. In the event of slightly negligent violations of cardinal contractual obligations, HEICO SPORTIV's liability shall be limited in value to the typically foreseeable damages. For delay or impossibility of performance attributable to slight negligence, HEICO SPORTIV assumes: vis-à-vis Businesspersons, no liability; and vis-à-vis Consumers, liability limited to the typically foreseeable damage. In this context, typically fore-seeable damage shall mean a maximum of 2 (two) times the order value for the contract on which the liability-triggering event was based.
2. The above-mentioned liability waivers and limitations do not apply in the event of liability without fault, especially pursuant to the German Product Liability Law (Produkthaftungsgesetz)), or in the event of willful intent or gross negligence, or a dereliction of material contractual undertakings, or loss of life, physical injury or impairment of health.

Section 11. Data Protection

1. All conveyed personal data (e.g. title, name, address, date of birth, email address, telephone number, fax number, bank details, credit card number) shall be gathered, processed and saved by HEICO SPORTIV exclusively in compliance with the provisions of Germany's data protection legislation.

2. Insofar as it is intended to gather, process or save data beyond the aforementioned purposes, this shall occur solely subject to HEICO SPORTIV having been furnished with an express declaration of consent from the customer.

Section 12. Notice pursuant to Section 36 of the German Consumer Dispute Settlement Act (VSBG)

HEICO SPORTIV will not partake in dispute settlement proceedings before a consumer arbitration board within the meaning of VSGB – for which also no obligation exists.

Section 13. Consumer information in accordance with regulation (EU) No. 524/2013

In the framework of the regulation on online dispute resolution for consumer disputes, an online dispute resolution platform of the EU Commission is available at https://ec.europa.eu/consumers/odr/.

Section 14. Miscellaneous Provisions

1. The legal system of the Federal Republic of Germany applies. The UN Convention on Con-tracts for the International Sale of Goods is not effective.
2. If the customer is a businessperson, legal person under public law or a special authority under public law, the sole legal venue for disputes arising from this contract shall be Darmstadt, Germany. The same applies if the customer does not have a general legal venue in Germany.
3. Should any individual provisions of the contract between HEICO SPORTIV and the customer, including this GTCB, be or become entirely or partly ineffective or have omissions, the validity of the remaining provisions shall in no way be affected.