General Terms and Conditions and Client Information

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1) Scope of Application

1.1 These Terms and Conditions of the company RaceChip Chiptuning GmbH & Co. KG (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the online shop of the Seller. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 A consumer pursuant to these Terms and Conditions is any individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. A trader pursuant to these Terms and Conditions is any person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

1.3 These GTC apply accordingly to contracts for the delivery of goods with digital elements, unless otherwise provided. In this context, the Seller owes, in addition to the delivery of the goods, the provision of digital content or digital services (hereinafter "digital products") which are contained in or connected to the goods in such a way that the goods cannot fulfil their functions without them.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of

the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer by the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the virtual basket. The Client may also present the offer to the Seller by means of e-mail, fax, postal service or telephone.

2.3 The Seller may accept the Client's offer within five days

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he/she placed his/her order.

The contract shall be concluded at the time when one of the aforementioned alternatives occurs. Should the seller not accept the Client’s offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on the expiry of the fifth day following the sending of the offer.

2.5 The contract’s content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions and Client Information (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, the contract’s content will be stored on the Seller’s website and can be found by the Client in the customer login via the password-protected customer account, provided the Client has created a customer account in the online shop prior to submitting his order.

2.6 The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.

2.7 The contractual language is English.

2.8 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client`s responsibility to ensure that the e-mail address he/she provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client`s responsibility, if SPAM filters are used, to ensure that all e- mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to cancel

3.1 You have the right to cancel this contract within 30 days without giving any reason.

The cancellation period will expire after 30 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise your right to cancel, you must inform us (RaceChip Chiptuning GmbH & Co. KG, Karl-Frasch Straße 14, 73037 Göppingen, Germany, Tel.: +49 7161 1584 999, Fax: +49 7161 1581 899, Email: info@racechip.com) of your decision to cancel this contract by means of a clear statement (e.g. a letter sent by post, fax, or email). You may use the attached model cancellation form for this purpose, but this is not mandatory.

To comply with the cancellation period, it is sufficient that you send the notification of the exercise of your right to cancel before the cancellation period has expired.

Consequences of Cancellation

If you cancel from this contract, we shall reimburse all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and no later than fourteen days from the day on which we receive notification of your cancellation from this contract. For this reimbursement, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. We may withhold reimbursement until we have received the goods back.

You must return the goods to us at our address in Germany without undue delay and in any event no later than fourteen days from the day on which you notify us of the cancellation from this contract. The deadline is met if you send back the goods before the period of fourteen days has expired.

You shall bear the direct costs of returning the goods. Please note that as the goods must be returned to our headquarters in Germany, international shipping costs may apply.

You are only liable for any diminished value of the goods if this loss in value results from handling of the goods other than what is necessary to establish the nature, characteristics, and functioning of the goods.

3.2 Cancellation Form

If you wish to cancel this contract, please complete this model cancellation form and return it to us.

4) Price and Delivery Costs

4.1 Unless otherwise stated in the product descriptions, prices indicated are end prices and include the statutory value-added tax. Any possible additional delivery and dispatch costs are specified separately in the respective product description.

4.2 Payment can be made using one of the methods mentioned in the Seller’s online shop .

4.3 If payment in advance has been agreed upon, payment shall be due immediately upon conclusion of the contract.

4.4 When payments are made using a payment method offered by PayPal, handling of payments takes place via the payment service provider PayPal ((Europe) S.a. r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter called “PayPal”) subject to the PayPal terms of use which can be viewed at: https://www.paypal.com/uk/webapps/mpp/ua/useragreement-full?locale.x=en_GB. In case the clientClient has no PayPal account, the conditions applicable for payments without PayPal account will be effective. They can be viewed at: https://www.paypal.com/de/webapps/mpp/ua/privacywax-full.

4.5 When choosing a payment method offered via the payment service "Shopify Payments", payment will be processed via the payment service provider Shopify International Limited, Victoria Buildings, 2nd floor, 1-2 Haddington Road, Dublin 4, D04 XN32, Ireland (hereinafter referred to as "Shopify"). The individual payment methods offered via Shopify are communicated to the customer in the seller's online shop. Shopify may use other payment services to process payments, which may be subject to special payment terms, to which the customer may be separately referred. Further information on "Shopify Payments" can be found at https://www.shopify.com/payments.

4.6 mollie

When a payment method offered via the payment service "mollie" is selected, the payment will be processed via the payment service provider Mollie B.V., Keizersgracht 313, 1016 EE Amsterdam, Netherlands (hereinafter referred to as "mollie"). The individual payment methods offered by mollie are communicated to the Client in the Seller's online shop. For the processing of payments, mollie may make use of other payment services, for which special terms of payment may apply. The Client will be referred to those terms of payment separetely. Further information on "mollie" can be found on the Internet at https://www.mollie.com/en/

4.7 In cooperation with Klarna Bank AB (publ) offer Sveavägen 46, 111 34 Stockholm, Sweden, we offer the following payment options invoice, hire purchase and instant transfer. The payment is made to Klarna in each case. You can find more information and Klarna's terms of use here. https://www.klarna.com/international/terms-and-conditions/

5) Shipment and Delivery Conditions

5.1 Goods are generally delivered on dispatch route to the delivery address indicated by the Client, unless otherwise agreed. For the transaction procedure the delivery address specified by the Client in the ordering process shall be applicable. By way of derogation, when choosing the payment method PayPal, the delivery address provided by the Client to PayPal at the time of payment shall be applicable.

5.2 Should delivery to the Client not be possible, the assigned transport company returns the goods to the Seller and the Client bears the cost for the unsuccessful dispatch. This shall not apply if the Client is not responsible for the event that entails the impossibility of delivery, or if he/she has been temporarily impeded to receive the ordered goods, unless the Seller has given notice to the Client in an adequate period of time prior to the delivery.

5.3 The Seller reserves the right of partial delivery. In this case the Seller informs the Client at which point of time all installments will be delivered. Delivery should be completed within a reasonable period of time. Additional costs will not be claimed for such partial delivery. However, if the Client has asked for partial delivery, the Seller reserves the right to charge the Client the additional delivery costs. .

5.4 The risk of accidental destruction and accidental deterioration of the sold goods shall in principle be transferred to the Client when they come into the physical possession of the Client or a person identified by the Client to take possession of the goods. . Should the Client act as a trader, the risk of accidental destruction and accidental deterioration in the event of a sale by dispatch shall be transferred upon delivery of the goods to a qualified transport person at the Seller's place of business.

5.5 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability of the goods he shall inform the Client without delay and payments made by the Client will be immediately refunded.

5.6 Collection by the Client is not possible for logistical reasons.

6) Liability for Defects

6.1 The statutory consumer rights will apply.

6.2 If the Client is a consumer and he uses his short-term right to reject the product, he has to return the product at his cost.

7) Law and Jurisdiction

7.1 If a Client acts as a consumer pursuant to Section 1.2, any contractual relationships between the parties are governed by the law of the country where the Client has his habitual residence. The UN-Convention on Contract for the International Sale of Goods is excluded. Moreover, the courts of the State where the Client is domiciled will have exclusive jurisdiction over any dispute relating to these relationships.

7.2 If a Client acts as a trader pursuant to Section 1.2, any contractual relationships between the parties is governed by the law of the country where the Seller has his place of business. The UN-Convention on Contract for the International Sale of Goods is excluded. Moreover, the courts of the State where the Seller has his place of business will have exclusive jurisdiction over any dispute relating to these relationships.

8) Alternative dispute resolution

The Seller is not obliged to use ADR entities to resolve disputes with consumers, but he is ready for this.

9) Reprogramming

9.1 In the event of a vehicle change, a paid reprogramming of products purchased from RaceChip (RaceChip GTS or RaceChip GTS Black) is generally possible for the original purchaser within 24 months from the purchase date, subject to the provisions of this Section 9.

9.2 RaceChip reserves the right to refuse the requested reprogramming without providing any reason. Approval for reprogramming is expressly granted by RaceChip in writing. The written form requirement is fulfilled via email.

9.3 A general prerequisite for reprogramming is that RaceChip offers the purchased product (or a corresponding successor product) for the vehicle in question at the time of reprogramming.

9.4 The purchase date of the RaceChip must be proven to RaceChip by means of a payment receipt.

9.5 If the product price for the vehicle in question exceeds the product price for the vehicle for which the product was last configured, an additional fee equal to the price difference will be charged in addition to the reprogramming costs.

9.6 If RaceChip agrees to a reprogramming, the warranty rights according to Section 6 apply only to the newly purchased software or newly acquired products (e.g., cables, if necessary) within the scope of the reprogramming.

9.7 No further rights are associated with the reprogramming. In particular, the reprogramming does not extend the product and/or engine warranty. Furthermore, the reprogramming does not restart the

limitation period for the products already purchased by the customer. All other rights remain unaffected.

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