

# General Terms and Conditions of Sale

## 1. Application

**1.1** These General Terms and Conditions of Sale (hereinafter: "GTC") shall apply to all sales contracts concluded between (1) RaceChip Chiptuning GmbH & Co. KG, of Ulmer Strasse 123, 73037 Göppingen, Germany (hereinafter: "**RaceChip**" or "**us**" or "**we**") and (2) you (in your capacity as a consumer).

**1.2** For the purposes of this GTC, you are a consumer if you are acting for purposes wholly or mainly outside of your trade, business, craft or profession.

## 2. Formation of contract

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

### 2.2 Formation of contract via the RaceChip online shop

1. The presentation of goods in the RaceChip online shop does not constitute a binding offer and instead shall be construed as an invitation to treat.
2. When you place a purchase order by clicking the "*Order now*" button, you make a binding purchase offer. RaceChip will send you an automatic order confirmation by email in which your purchase order is documented. This automatic order confirmation merely confirms that your purchase order has been received by RaceChip; it does not constitute acceptance of your offer.
3. The contract is only concluded when RaceChip confirms the dispatch of the goods to you by separate email or when the goods are actually dispatched to you.
4. If the goods that you have ordered cannot be supplied, for example, because they are not in stock, RaceChip will not accept your offer. In this case, no contract will be concluded between you and RaceChip, and RaceChip shall be under no obligation to supply the relevant goods to you. RaceChip will advise you of this without undue delay and refund any payment already received without undue delay.

### 2.3 Formation of contract via the online selling platform eBay

1. RaceChip uses solely the "*Buy It Now*" format when offering goods for sale on the online



selling platform eBay. The placement of a product on eBay using the “Buy It Now” format constitutes a binding offer made by RaceChip to you to enter into a sales contract.

2. When you click the “Buy It Now” button, a legally binding sales contract is concluded between you and RaceChip. RaceChip will confirm the formation of the contract to you by separate email without undue delay.

#### **2.4 Formation of contract via the online selling platform Amazon**

1. The offering of goods for sale via the online platform Amazon constitutes a binding offer made by RaceChip to you to enter into a sales contract.
2. When you click the “Buy Now” button, a legally binding sales contract is concluded between you and RaceChip. RaceChip will confirm the formation of the contract to you by separate email without undue delay.

#### **2.5 Formation of contract by telephone**

A sales contract between you and RaceChip 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 RaceChip, a legally binding sales contract is concluded between you and RaceChip. RaceChip will confirm the formation of the contract to you by separate email without undue delay.

### **3. Right of withdrawal and cancellation**

**3.1** As a consumer you have the following rights of withdrawal and cancellation when making a purchase via the RaceChip online shop, the online selling platforms eBay and Amazon or by telephone:

- *Withdrawal and cancellation instructions* -

#### **Right of withdrawal**

Where applicable, you have the right to withdraw an offer made by you to enter into a contract at any time before the contract is entered into, without needing to give a reason. Once a legally binding contract has been entered into between you and RaceChip, you will no longer be able to withdraw from the contract but may be able to cancel the contract (as set out below). To exercise your right of withdrawal, RaceChip must receive notification of your decision to withdraw before the contract is concluded. You may notify us by post, phone, fax or email by using the contact details set out below.

#### **Right of cancellation**



You have the right to cancel a contract at any time within the cancellation period without giving a reason. The cancellation period starts on the date the contract is entered into (as set out in paragraph 2 of these GTC) and shall end fourteen days after the day on which you, or a third party designated by you who is not a forwarding agent/carrier, take(s) possession of the goods. [If the contract relates to multiple goods ordered in one order but which are delivered on different days, the withdrawal period shall end fourteen days after the day on which you, or a third party designated by you who is not a forwarding agent/carrier, take(s) possession of the last of the goods.]

To exercise your right of cancellation, you must inform RaceChip of your decision to cancel the contract by providing us with a clear notice to this effect (e.g. a letter sent by post, a fax or an email) using the following contact details:

RaceChip Chiptuning GmbH & Co. KG  
Warenannahme  
Karl-Frasch-Straße 10  
73037 Göppingen  
Germany

Phone: +44 20 369 535 73  
Fax: +49 7161 1581 899  
Email: [support@racechip.com](mailto:support@racechip.com)

You can, but do not have to, use the attached sample cancellation form for this purpose.

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

## **Consequences of withdrawal or cancellation**

Provided that you satisfactorily return the goods to RaceChip (as set out below), if you withdraw from or cancel this contract RaceChip shall return to you all payments that we have received from you in respect of the goods to which the withdrawal/cancellation notice relates, including the original shipping costs (unless the goods have already been dispatched and you chose a manner of shipment other than the standard shipment option offered by us, in which case RaceChip will only reimburse the cost of shipping up to the amount you would have paid had you chosen our standard shipment option).

Where the goods have already been dispatched to you, you must send the goods back to us without undue delay and in any case within fourteen days after the day on which you give us your cancellation notice. This deadline is met if you dispatch the goods before the expiry of this fourteen-day period.

You will be responsible for the cost of sending the goods back to RaceChip and this will not be



refunded to you.

We will make any necessary refund without undue delay and in any case within fourteen days after the day RaceChip receives the returned goods (or, if earlier, the day on which you prove to us that you have sent the goods back). We will make the refund using the same payment method that you used for the original payment transaction, unless expressly agreed otherwise with you; under no circumstances will we charge a fee to you for this refund.

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

If the value of the returned goods is reduced as a result of you handling the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods, RaceChip is entitled to deduct an amount equal to the loss in value of the goods from any amount refunded to you.

### **Sample cancellation form**

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

To: RaceChip Chiptuning GmbH & Co. KG  
Warenannahme  
Karl-Frasch-Straße 10  
73037 Göppingen  
Germany

Phone: +44 20 369 535 73  
Fax: +49 7161 1581 899  
Email: [support@racechip.com](mailto:support@racechip.com)

– I/We [\*] hereby give notice that I/We cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

- Ordered on [\*/received on [\*],
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper), – Date

[\*] Delete as appropriate.

- End of withdrawal and cancellation instructions -

### **3.2 Exclusion or expiry of the rights of withdrawal and cancellation**



The rights of withdrawal and cancellation are not applicable in relation to sales contracts for the supply of goods that are made to your specifications or which are clearly personalised.

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

**4.1** In addition to the statutory right of withdrawal, RaceChip 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 RaceChip, 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. You will be responsible for the cost of sending the goods back to RaceChip and this will not be refunded to you.

You may exercise this right if the goods are faulty, misdescribed, delivered late by us or in any of the following circumstances:

1. [we have told you about an upcoming change to the product or these terms which you do not agree to;
2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
3. there is a risk that supply of the products may be significantly delayed because of events outside our control;
4. we have suspended supply of the product for technical reasons, or notify you that we are going to do so;
5. you have a legal right to end the contract because of something we have done wrong, including late delivery.]

Please send the goods to:

RaceChip Chiptuning GmbH & Co. KG  
Warenannahme  
Karl-Frasch-Straße 10  
73037 Göppingenbr  
Germany

Phone: +44 20 369 535 73

Fax: +49 7161 1581 899

Email: [support@racechip.com](mailto:support@racechip.com)



**4.2** The refund will be made to the account that you used for payment. If payment was made by invoice 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. RaceChip 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 RaceChip until the purchase price has been paid in full.

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

**5.3** Subject to applicable law, you shall not have any right to exercise a right of retention over any supplied goods pending resolution of any dispute, debt or counterclaim.

## **6. Delivery**

**6.1** RaceChip shall have the right at its discretion to make deliveries of goods in instalments.

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

**6.3** We are not responsible for delays outside our control. If our supply of the product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**6.4** The risk of accidental loss or destruction of, or of an accidental deterioration in, the goods shall pass to you (transfer of risk) when you (or a third party identified by you) obtain physical possession of the goods.

## **7. Prices / shipping costs**

**7.1** The prices valid at the time the order is placed shall apply to the contract. 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 separately.

**7.2** Before the contract is entered into, RaceChip shall advise you of the shipping costs that will apply to the delivery of the goods. If orders are placed via the RaceChip online shop or the selling platforms eBay or Amazon, the price (including value-added tax, the shipping costs and the fees for the chosen payment method) will be shown on the online order form before the contract is concluded.

**7.3** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you before we accept your order for your instructions.

## **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, RaceChip may claim default interest (accruing daily) on the overdue amount at a rate of 4 percentage points above the base rate of the Bank of England until the purchase price is paid in full.

**8.2** The following payment options are available to you:

### **1. Paying with PayPal**

If you choose to pay the amount invoiced using the online payment service PayPal, you must register, or be registered, with PayPal, log into PayPal, and confirm the order to pay RaceChip. Delivery of the goods will not take place until the amount invoiced has been credited to our bank account.

### **2. Paying in advance (bank transfer)**

If you choose to pay in advance, you must transfer the amount invoiced to the bank account of RaceChip 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**





We accept payment with Visa and MasterCard. If you choose to pay by debit or credit card online, you must input your debit or credit card details and authorise payment via the secure online payment facility provided by our payment services provider PayOne. Your debit or credit card data will be transferred via a secure PayOne connection. If you place your order over the phone, you must provide your debit or credit card details to one of our representatives and verbally authorise such representative to process the payment using your debit or credit card details. Delivery of the goods will not take place until RaceChip has successfully received your debit or credit card details and payment has not been denied.

**8.3** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

## **9. Warranty and liability**

**9.1** If RaceChip fails to comply with these GTC, RaceChip shall be responsible for loss or damage you suffer that is a foreseeable result of our breaking these GTC or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both you and RaceChip knew it might happen. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**9.2** RaceChip shall not be liable for any claims for loss or damage if you modify the goods, handle them improperly, damage the goods or use them in a manner which is contrary to general principles of proper installation and/or 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, RaceChip shall not be liable for any loss or damage if the oil consumption of your vehicle increases by up to 30% as a result of the installation of the RaceChip.

**9.3** Any images of goods on our website, in brochures or otherwise are provided for illustrative purposes only. Your product may vary slightly from those images. RaceChip also reserves the right to make minor technological modifications or adjustments to the products as required from time to time. Such changes will not affect the functionality of the products.

**9.4** Nothing in these GTC shall restrict or exclude RaceChip's liability in respect of (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, (iii) claims for loss or damage arising from defective goods in accordance with the Consumer Protection Act 1987 or section 5 of the Unfair Contract Terms Act 1977, or (iv) breach of the terms implied by sections 12 and 14 of the Sale of Goods Act 1979 and/or sections 9, 10 and 17 of the Consumer Rights Act 2015 (title and quiet possession). Subject to the preceding sentence, RaceChip's maximum aggregate





liability in respect of claims of any kind under or related to these GTC shall be limited to the sum payable for the product or service in question.

**9.5** RaceChip will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these GTC that is caused by an act or event outside of RaceChip's control.

**9.6** Where applicable, any engine and product guarantees given by RaceChip shall apply in addition to, and do not affect, your legal rights in relation to goods which are faulty or not as described. For details regarding the content and scope of such guarantees, please see the guarantee terms that are enclosed with relevant products.

## **10. Reprogramming**

**10.1** If you change vehicles, you can normally have the products that you bought from RaceChip (RaceChip S, RaceChip RS, RaceChip GTS, RaceChip GTS Black and/or RaceChip XLR) reprogrammed for a fee within 36 months after the purchase date, subject to this clause 10.

**10.2** RaceChip reserves the right to decline requests for reprogramming without stating a reason. Requests for reprogramming, if accepted, will be approved by RaceChip expressly in writing (either by post or by email). RaceChip shall notify you of the address to which you must send (at your own cost) the RaceChip product.

**10.3** The general requirement for reprogramming is that RaceChip 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** You must prove the purchase date of the RaceChip product by submitting the payment receipt or e-mail to RaceChip.

**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 RaceChip 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 products 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 and consequences regarding warranty**

As a result of the installation of a RaceChip engine control unit, you may lose the ability to make claims under any guarantee provided by the manufacturer of your vehicle with regard to the engine (and possibly other parts of the vehicle). Furthermore, the installation of a RaceChip engine control unit can affect warranty claims, if any, against the seller of your vehicle. Apart from the claims arising out of any engine guarantee given by RaceChip, RaceChip 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 RaceChip goods may invalidate the Motor Ordinance Test (MOT) for your vehicle. As a consequence, the vehicle so modified may no longer be permitted to be used on public roads. You agree that you are responsible for arranging for any necessary technical inspection and approvals by an officially recognized testing institution to take place (at your own expense).

**12.2** Please also note that the installation of RaceChip goods may invalidate your insurance coverage. You are responsible for checking the terms and conditions of your insurance policy and notifying your insurer in advance of installing any RaceChip goods.

**12.3** In light of the vast amount of different products and equipment in the automotive industry, RaceChip is unable to confirm the compatibility of RaceChip's goods with all vehicles and, unless expressly stated otherwise, RaceChip does not warrant the compatibility of its goods in respect of any particular vehicle or their effect on or ability to satisfy type approval or other relevant regulatory, technical and safety requirements under applicable law.

## **13. Data protection**

**13.1** RaceChip shall use the personal data provided by you (such as your name, address, email address, phone number, bank account number, and bank code) in accordance with data protection law.

**13.2** As a general rule, all personal data shall be treated as confidential. The personal data needed to carry out the transaction shall be stored by RaceChip and be used to handle purchase orders, manage the customer relationship, deliver the goods, process payments, and prevent bad-debt losses and, where applicable, be passed on for the above purposes to any service providers that RaceChip may employ in the performance of the contract (for example, forwarding agents or banks).



Furthermore, such data may be used for RaceChip's own advertising and marketing purposes, for example, for sending you written promotional information. RaceChip may use your email address to send you promotional offers unless you have objected to receiving such offers. Where your prior approval is required for such communications, RaceChip will obtain your approval in advance. You will also only be contacted by telephone for promotional purposes if you have given your express prior approval.

**13.3** You may, at any time, object to your data being used and processed for our own advertising and marketing purposes and, where applicable, revoke any approval already given regarding the usage of your data by giving notice to:

RaceChip Chiptuning GmbH & Co. KG  
Ulmer Straße 123  
73037 Göppingen  
Germany

Phone: +44 20 369 535 73  
Fax: +49 7161 1581 899  
Email: [support@racechip.com](mailto:support@racechip.com)

## **14. Third party rights**

These GTC are between you and RaceChip. No one other than a party to these GTC, their successors and permitted assignees shall have any right to enforce any of the terms of these GTC.

## **15. Online dispute resolution platform, participation in dispute resolution proceedings**

**15.1** 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/>

**15.2** 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.

## **16. Governing law and place of performance**

**16.1** These GTC shall be governed by and construed in accordance with the laws of England and Wales.



**16.2** The place of performance of these GTC shall be the United Kingdom.

**16.3** You and RaceChip agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these GTC. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

**Download General Terms and Conditions of Sale ([PDF](#))**

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