



## General Terms and Conditions

### Scope

All our deliveries to entrepreneurs are made exclusively on the basis of our following terms and conditions. These Terms & Conditions are available in English and German. In case of any divergence between the two versions the German version shall prevail. These Terms & Conditions apply to all future transactions with the customer, even if they are not expressly agreed.

Amendments or additional agreements require our written confirmation to be valid.

Other purchasing conditions or general terms and conditions of the customer are hereby rejected; they are not binding even if we don't disagree at the time of the conclusion of contract. Even the sending of an order confirmation by the customer shall not be considered as recognition of the conditions of the customer, nor is the non-confirmation as tacit acceptance of the conditions of the customer. At least with the receipt of the goods our conditions apply as accepted.

### Offers / Documents / Data

Our offers are in all parts without engagement and obligation until conclusion of a contract. An order is accepted on that day we send a written order confirmation. All changes to our order confirmation, oral agreements e.g. on the phone and all agreements of any kind require our written confirmation to be valid.

Drawings, illustrations, dimensions, weights or other descriptions are not guaranteed features, provided that they are not expressly designated as such in writing. Due to technical progress these features are subject to permanent development. We therefore reserve the right to change these features any time.

All technical documents, diagrams, illustrations, drawings, sketches and other documents remain our intellectual property. They may be used by the customer only for the agreed purposes.

### Delivery

Delivery and invoicing exclusively is based on the price and terms of the day of shipment or product pickup ex works. The goods are packed with industry practise. The risk is transferred to the customer when the goods are handed over to the carrier or have left our warehouse or factory. If delivery is delayed by fault of the customer the risk is already transferred to the customer on the day of our delivery readiness. Any transport damage has to be claimed by the customer directly from the carrier. The goods will only be insured on the expressive written request of the customer and on his account against transport damage, total loss or breakage.

The customer is obliged to check the goods immediately after receipt upon quality and quantity. Shortages and visible damage have to be complained immediately to the carrier on the delivery note or consignment note providing a description of the nature and scope of defect. The goods delivered must be checked no later than within 5 working days with due diligence according to § 377 ff UGB regarding the contractually agreed quality. Obvious defects have to be reported within this period in detail, otherwise the goods delivered are to be deemed as approved. Invisible defects are to be deemed as approved if they are not reported to us immediately after they are discovered.

The delivery dates are only approximate and commence from the date of order confirmation. We are not liable for their adherence. Even with fixed dates the customer has to set a reasonable grace period in the case of default. In the event of default of deadline that was accepted by us the customer may resign. However, claims for damages or penalties are excluded.

We are entitled to partial deliveries and partial services and may also issue partial invoices.

Unforeseen disruptions, shortages of labor, energy or raw material, strikes, transport disruptions, governmental decrees and force majeure of any kind in our own company or that of the suppliers entitle us to dissolve the delivery obligations or delaying the delivery time without further reasons in whole or in part without the customer being entitled to any claims or damages, to performance or to cancellation of the contract. The return of sold goods is excluded.

Our delivery obligations are suspended as long as the customer is in default. The customer is not entitled to demand subsequent deliveries of quantities that we did not deliver due to default or late payment of the customer.

In the case we exceptionally take back goods, the actual valid net price is refunded, but no more than 90% of the purchase price paid by the customer and provided that the goods are returned in original packaging ready for resale. Above does not apply in the case of the Reservation of Property Rights.

If delivery on demand is agreed, we are entitled to deliver and to invoice the finished goods no later than 2 months after our notification of readiness to deliver, even if the customer does not retrieve them.

### Prices

Our prices do not include value added tax, unless otherwise stated. They apply ex works without packing, transport costs, freight and installation. The customer has to bear insurance costs, taxes, contract fees, transit fees, export fees, import fees, customs and customs charges, official commission fees and suchlike costs. In the event of significant price increases of raw materials or statutory wage increases, we are entitled to change prices or to cancel an order.

### Payment

Our invoices are to be paid by advance payment. In case of default, we are entitled to charge normal bank interest rates, but at least default interest of 8% above the current base rate of the Austrian National Bank without having to send a reminder first. The enforcement of other rights is reserved. The customer is not entitled to withhold or offset payments, not even because of complaints or counter-claims. The acceptance of bills of exchange and cheques must explicitly be approved by us in advance, and can only be made as payment and under normal reservation. Expenses and costs shall be borne by the customer. For bills of exchange, we charge the standard bank discount and collection expenses. We can not guarantee for a timely collection or timely protest.

Staff members of the supplier are only allowed to accept payments with our explicit written authorization.

Incoming payments are credited against interests first, and then against our oldest receivables, independent of any dedication by the customer. The customer is not authorized to withhold payments due to warranty claims or other claims, which have not been accepted by us.

In the event that a bill of exchange or a cheque is not cashed in time, that there is a payment default, or that other circumstances occur which, in our view, no longer justify the granting of credit, we are entitled to accelerate maturity of all claims - even if secured by bills of exchange or cheques.

### Reservation of Property Rights

The goods remain our property until full payment of all present and future claims, including all ancillary claims of our business relationship with the customer. This also includes claims from bills of exchange and cheques. The customer may realise the conditional goods in his ordinary course of business against payment or reservation of property rights. The customer is not entitled to pledge or assign conditional goods as security. The customer assigns to us all claims of deliveries, in which conditional goods are included,

with all ancillary rights in the amount, which corresponds to the invoice price of the conditional goods. In the event that the claims of the customer from the resale are included in a current account, the customer hereby assigns his claims from the current account to his customers to us, in the amount of price that we charged him for the resold reserved goods. Until revocation the customer is entitled to collect the receivables assigned to us. In case we call in our claims as set in paragraph 5 immediately, the customer shall, at our request, inform the debtors of the assignment, and to provide us with all necessary information and documents. The claim of reservation of property rights or the pledging of delivered goods by us are not considered resignation from the contract, unless otherwise directed by the law.

With the processing of objects which are not yet in property of a third party we acquire joint ownership to the new goods. The scope of the joint ownership results from the proportion of the invoice value of the goods delivered by us and the invoice value of the rest of the goods.

If insolvency proceeding are initiated against the customer's property, it is not allowed to sell goods from the asset which are under Reservation of Property Right as of the initiation of such proceedings.

### Due Diligence

The customer has to ensure approval and registration in the papers of any changes and modifications of public-road vehicles in accordance with the statutory provisions. All claims by the customer or third parties from damages or accidents of any kind are expressly excluded. Vehicles, which were equipped with parts, which are purposed for sports or for export to countries outside Austria, are not allowed on public roads. Motorsport parts are high-performance products and sometimes not allowed for use on public roads!

### Complaints and liability for defects

A notice of defects indicated according to paragraph 3 of these terms and conditions does not affect the payment conditions.

The warranty period for our products is 6 months.

Demands and claims against us for compensation of damages, which are not caused to the delivery item itself, but as indirect damage (consequential damage) are explicitly excluded.

We are only liable for intent and gross negligence under mandatory statutory provisions.

In particular, we are not liable for

- damage, dysfunction, emerged defects, as well as an increased wear on engine, transmission, suspension and/or electrical system of a vehicle resulting from the installation of our products;
- normal wear and tear of products as well as wrong storage, maintenance and use;
- the concrete suitability or merchantability of products or a certain amount of performance increase because of its use;
- loss of warranty, guaranty, approval, or insurance of the vehicle or its parts due to installation or use of our products.

An installation of our products has to be done by a specialist workshop only. The installation has to be authorized by the authorities and reported to the insurance, otherwise any liability and warranty for our products are excluded in any case. We are not liable or responsible for a use of our products for sport or racing purposes or in sports cars.

Compensation claims according to § 12 of the Austrian Product Liability Law are excluded, unless the claimant can prove that the error was caused in our sphere and resulted at least due to gross negligence.

A possibly promised guarantee is limited to the business processes on which our warranty and guarantee conditions have been accepted and thus became content of the agreement (please see our homepage).

### Place of performance and jurisdiction

The place of performance for all mutual rights and obligations is Enns. Only and exclusively Austrian formal as well as material law is valid under explicit exclusion of the agreement of the United Nations on contracts for the International Sale of Goods (CISG) or other reference provisions. Jurisdiction for all in connection with the contractual relationship resulting disputes, also for resignation and similar rights, has the competent court of our corporate headquarter in Enns. We may also file an action at the competent court at the customer's domicile.

The customer must not assign his contractual rights without our explicit consent to third parties. The contract will not be ineffective as a whole by the ineffectiveness of individual provisions. The ineffectiveness of a clause of these conditions doesn't affect the rest of the content and their effectiveness.

### Important Legal Notice

The installation of our products may invalidate the approval for road use and result in loss of insurance coverage and of guaranty and warranty of the vehicle. The performance increase of vehicles may also require a new insurance classification and a review by the competent authorities of the so-modified vehicle. The customer confirms that he got himself informed about any relevant statutory provisions which may be different from country to country before performance of any business with our products.

Our products for the improved performance of a vehicle and the modifications of the engine as well as the control mechanism of a vehicle undertaken with the help of our products may lead to a change in the performance of the vehicle engine and thus also to a change in the driving behaviour of the vehicle. The engine and possibly also other vehicle components and assemblies are subject to a higher mechanical and thermal load. These physically-related conditions may lead to a higher wear of or damages to the whole vehicle and its components.

### STEINBAUER Performance Austria GmbH

Neu Gablonz 5, A-4470 Enns

T +43 - 7223-811-75 -0

F +43 - 7223-811-75 -40

E info.at@steinbauer.cc

www.steinbauer.cc

➤ The signature confirms that you read, understood and accept the General Terms and Conditions.

Date

Signature