



General Terms and Conditions

A. General information

- The following terms and conditions shall apply to all deliveries and services, including future deliveries and services of SCHAWÉ Car Design GmbH. Any conflicting General Terms and Conditions of the respective contractual partner are hereby expressly rejected. We shall not be bound by such terms and conditions of a contractual partner even if we have not expressly objected to them after receipt or if we perform services for the contractual partner without reservation in the knowledge of the contractual partner's terms and conditions that conflict with or deviate from our terms and conditions of delivery and payment.
- Deviations from our terms of delivery and payment are only effective if they are set down in writing in the respective contract and confirmed by us in writing.
- The following terms and conditions apply to all our contractual partners, i.e. to natural or legal persons or associations of persons with legal capacity under civil law as well as to legal persons under public law or special funds under public law, irrespective of whether they are merchants within the meaning of the German Commercial Code (HGB) or entrepreneurs or consumers within the meaning of the German Civil Code (BGB). Deviating special provisions, in particular for consumers, are indicated separately in each case.

B. Conclusion of contract

Our offers are always subject to change. Conclusions of contracts and other agreements, in particular also verbal collateral agreements and assurances by employees or representatives, only become binding upon our written confirmation. The customer must deliver a vehicle to which new parts are to be fitted clean and washed on the day of delivery. If he does not comply with this request, any previous damage or defects to the bodywork or other vehicle parts after installation cannot be claimed at the expense of SCHAWÉ Car Design GmbH.

C. Prices

- Unless otherwise stated in our order confirmation, our prices are "ex works" for deliveries. Packaging, freight, postage, insurance and delivery charges are charged separately.
- The prices for repairs, assembly and other services are generally based on the respective expenditure, whereby work services are invoiced according to the respectively applicable labour value catalogue, insofar as our respectively applicable price catalogue does not contain any information in this respect. For parts used, the relevant catalogue prices are charged.
- Price quotations in brochures and catalogues are only binding if the brochures and catalogues are valid at the time the order is placed and nothing to the contrary is stated in our order confirmation.
- The gross prices shown by us apply to consumers. In business transactions with entrepreneurs or merchants, the statutory value-added tax is not included in price quotations. This is shown separately on the invoice at the statutory rate on the day of invoicing.

D. Terms of payment

- Invoices for repairs and assembly of vehicles made available to us as well as invoices for vehicle deliveries are to be paid before or upon collection.
- If the payment deadline pursuant to No. 1 sentence 1 is exceeded, the contractual partner shall be in default. In this case, we are entitled to charge interest on arrears to consumers at a rate of 5% p.a. above the respective base rate of the European Central Bank and to other customers at a rate of 9% p.a. above the respective base rate. We reserve the right to assert further damages caused by default. § Section 353 HGB remains unaffected.
- In the case of partial deliveries or partial services, SCHAWÉ Car Design GmbH may, in the event of default of payment by the contractual partner, refuse to perform the services still to be rendered under the contract until the outstanding claims have been settled. In such a case, SCHAWÉ Car Design GmbH shall also be entitled, in derogation of the provisions under No. 1 above, to demand payment step by step for the remaining services still to be provided.
- Failure to comply with the terms of payment, default or other circumstances that reduce the creditworthiness of the contractual partner shall entitle SCHAWÉ Car Design GmbH to declare all claims arising from the current business relationship due for immediate payment.
- The contractual partner is only entitled to the right to offset against counterclaims if his counterclaims result from the same contractual relationship. Furthermore, the contractual partner shall only be entitled to offset against counterclaims if his counterclaims have been legally established, are undisputed or have been recognized by us. The contractual partner is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

E. Delivery periods and delivery dates

- Delivery periods and delivery dates shall be deemed approximate unless they have been expressly designated in writing as binding. The delivery period for purchase transactions begins on the day of our order confirmation, but not before all technical and commercial details have been clarified and any necessary permits have been submitted. Any changes in the design of the delivery item requested by the contractual partner within the delivery period interrupt and extend the delivery period accordingly. Performance periods in connection with the execution of assembly, repair and maintenance contracts shall not commence before our order confirmation and the provision or availability of the vehicle on which the work is to be carried out. In all other respects, the provisions above under sentence 2 and sentence 3 apply accordingly.
- In the event of unforeseen events, such as delivery delays on the part of the supplier, strike, lockout, material shortages, official measures and other events of force majeure, the respective delivery or service period shall be extended by the period between the occurrence and the end of the reason for the impediment.
- In cases of non-availability or impossibility of performance due to significant aggravation or impossibility, SCHAWÉ Car Design GmbH shall be entitled to rescind the contract without liability for damages if it informs the contracting party immediately of non-availability of the service owed and at the same time has undertaken to reimburse any consideration already received from the contractual partner. The contractual partner may, after receiving appropriate information from us, demand a declaration as to whether we will withdraw from the contract or deliver within a reasonable period. If we do not make a declaration, the contractual partner may withdraw from the contract. The contractual partner may not reject partial deliveries or partial services unless it has a justified interest in rejecting them. Legal claims of the contractual partner, which he can assert instead of or in addition to a claim for damages, remain unaffected.
- If SCHAWÉ Car Design GmbH is in default, the contractual partner must set a reasonable deadline for subsequent performance in writing. If, even within this grace period, the object of delivery is not or not completely delivered or the service is not or not completely provided, the contractual partner shall be entitled to withdraw from the contract after the expiry of the grace period with regard to those deliveries and services that have not been delivered by the expiry of the grace period; to this extent, in the case of delivery transactions, dispatch by SCHAWÉ Car Design GmbH shall be deemed equivalent to delivery. If the contractual partner suffers damage due to a delay in delivery for which SCHAWÉ Car Design GmbH is responsible, SCHAWÉ Car Design GmbH shall reimburse the contractual partner for the proven damage incurred, but not more than 5 % of the net value of the goods or services of the delayed or omitted delivery or service, unless SCHAWÉ Car Design GmbH can be accused of intent or gross negligence. If the respective contractual partner is not a consumer and asserts a claim for damages in lieu of performance, such claims shall be excluded in the event of non-grossly negligent or wilful conduct on the part of SCHAWÉ Car Design GmbH.
- SCHAWÉ Car Design GmbH shall be released from compliance with any delivery period if the contractual partner is in default of payment for previous orders or with regard to a partial delivery of an order or fails to fulfil other contractual obligations.
- In the case of the dispatch of goods, the day of dispatch shall be deemed the day of delivery; in all other cases, the day on which the contractual partner receives notification of readiness for dispatch, delivery or handover shall be decisive.

F. Shipment and risk bearing

- Dispatch shall be at the expense of the contractual partner to him or, according to his instructions, to third parties.
- In the event of shipment, the risk shall pass to the contractual partner as soon as the goods to be delivered have left the branch of SCHAWÉ Car Design GmbH in Waltpop. The same shall apply if the goods to be delivered are dispatched directly to the contractual partner by a sub-supplier at the instigation of SCHAWÉ Car Design GmbH. These provisions shall also apply in the event of partial deliveries or if SCHAWÉ Car Design GmbH has assumed services of a further nature. They shall not apply to consumers.
- If dispatch is delayed due to circumstances for which the contractual partner is responsible, the risk shall pass to the contractual partner on the day of notification of readiness for dispatch to the contractual partner.
- SCHAWÉ Car Design GmbH is entitled to insure the goods to be dispatched against the transport risk at the expense of the contractual partner. However, SCHAWÉ Car Design GmbH shall only be obliged to do so on the basis of a special written agreement.
- Goods or other services not requiring shipment must be received or accepted by the contractual partner at the branch of SCHAWÉ Car Design GmbH within 8 days of receipt of the respective delivery or service, at the latest. Pickup notification. In the event of non-acceptance, SCHAWÉ Car Design GmbH may exercise its statutory rights.
- If SCHAWÉ Car Design GmbH claims damages, such damages shall amount to 15 % of the purchase price for contracts for new and used cars and 20 % for contracts for spare parts or other services. The damages shall be set higher or lower if SCHAWÉ Car Design GmbH proves higher damages or the contracting party proves lower damages.

G. Warranties

- The contractual partner must inspect the goods delivered by us immediately upon receipt and immediately remedy any defects, at the latest within 8 working days after receipt at the place of destination. Hidden defects are to be reported immediately after discovery. Non-observance of the deadline for notification of defects shall result in the exclusion of the contractual partner with claims of any kind with regard to the defects not notified or notified late, if the contractual partner is a merchant or a legal entity under public law.
- In the event of defective deliveries or services, SCHAWÉ Car Design GmbH shall be given the opportunity to inspect the defect notified either on site or at its branch office, at its discretion. The inspection shall be carried

out immediately, provided the contractual partner demonstrates an interest in immediate settlement. No changes may be made to the defective goods and/or services without our consent, otherwise the contractual partner shall lose its warranty claims. Notwithstanding the above provisions, under the following conditions, defects may also be remedied by another specialist workshop at our expense can be carried out:

- a) if the vehicle has become inoperable as a result of a defect and is more than 50 km away from our company and we have given our consent to the third-party workshop before placing the order.
 - b) if there is an urgent emergency and SCHAWÉ Car Design GmbH is not in a position to provide immediate remedy. The obligation of the contractual partner to inform us immediately of the defect, stating the address of the company commissioned, remains unaffected by this.
 - c) If defects are remedied in another specialist workshop, the order form must state that the remedy of the defect was carried out for SCHAWÉ Car Design GmbH. It must be noted that the dismantled parts must be kept available for a reasonable period of time. SCHAWÉ Car Design GmbH shall be obliged to reimburse the contractual partner for any costs demonstrably incurred. The contractual partner shall be obliged to work towards keeping the costs of rectifying defects as low as possible.
- In the event of verifiable material or design defects, SCHAWÉ Car Design GmbH may, at its discretion, either remedy the defect free of charge or, against return of the defective goods, either provide a replacement free of charge or credit the invoice value or grant the contracting party a reduction in price while adequately safeguarding its interests. Any mandatory statutory provisions in favour of consumers that deviate from this shall remain unaffected.
 - If SCHAWÉ Car Design GmbH fails to comply with an obligation of subsequent performance (replacement delivery or repair) of its choice or fails to do so in accordance with the contract, or if the subsequent performance fails, the contractual partner shall be entitled to a price reduction or the right to withdraw from the contract at its discretion within the framework of the statutory provisions. Mandatory legal regulations in favour of consumers that deviate from this shall remain unaffected.
 - If defects occur in vehicles which have been made available to us by the contractual partner for the purpose of carrying out conversions and/or performance-enhancing measures and/or the installation of certain vehicle components such as performance-enhanced engines and/or special chassis and/or for carrying out maintenance or repair work, our warranty obligation is limited in principle to the parts installed or services provided by us in each case. Deviating from the regulation in the event of verifiable material or execution errors, we are obliged to remedy the respective defect in accordance with section 3. The obligation to remedy defects shall also extend to vehicle parts not originating from us which are directly affected or damaged as a result of the respective material or design defect.
 - Other or further claims of the contractual partner, in particular for compensation of processing costs, installation and removal costs as well as damages that do not concern the delivery item itself (consequential damages) are excluded. Mandatory legal regulations in favour of consumers that deviate from this remain unaffected.
 - If boundary samples are sent to the contractual partner for inspection, SCHAWÉ Car Design GmbH shall only be liable for ensuring that the delivery is made in accordance with the inspected boundary sample, taking into account any corrections (determination of quality by boundary samples).
 - The warranty claims regulated in this section relate exclusively to defects in the deliveries and services of SCHAWÉ Car Design GmbH, including any defects in new vehicles with enhanced performance which already exist at the time of the transfer of risk to the respective contractual partner or which are based on material and/or design defects which existed at the time of the transfer of risk to the contractual partner were already in existence at the time of the transfer of risk. The resulting warranty claims of the contractual partner shall become statute-barred 12 months after the transfer of risk. In the case of used objects of purchase, any liability for material defects is excluded, unless the existence of a defect was fraudulently concealed. In the case of contracts with consumers, the period of limitation for the delivery of new goods and for the performance of work services is 24 months and for the delivery of used goods 12 months from the transfer of risk.
 - Information about performance improvements and/or performance kits are average values. Deviations of +/- 5 % are possible due to testing. Information about the total power output due to power increase and/or performance kits of modified factory engines is based on the manufacturer's specifications in the vehicle registration document, which may differ by +/- 5 %. SCHAWÉ Car Design GmbH does not assume any warranty for any further reduced performance of factory engines.
 - SCHAWÉ Car Design GmbH affixes so-called guarantee seals to the vehicle parts it installs. If the contractual partner should open or destroy this or these guarantee seals, all warranty claims shall lapse in this respect.

H. Warranty claims

- Claims by a contractual partner for breach of a guarantee shall only be considered if SCHAWÉ Car Design GmbH has expressly confirmed a guarantee of quality or durability to the contractual partner in writing and has designated the respective guarantee as such.
- Subject to the respective concrete guarantee promises and/or guarantee conditions, the contractual partner may only assert claims for damages due to breach of a guarantee to the extent that the guarantee was intended to protect the contractual partner against damage of the type that has occurred.

I. General limitations of liability

- The liability of SCHAWÉ Car Design GmbH is exclusively based on these terms and conditions. All claims not expressly conceded in these terms and conditions, in particular claims for damages arising from impossibility of performance, default, breach of ancillary contractual obligations (including consultation and provision of information), culpa in contrahendo, tort - even if such claims are connected with claims for defects by the contractual partner - are excluded. This shall not apply if the claims are based on an intentional or grossly negligent act/omission by SCHAWÉ Car Design GmbH or a legal representative or vicarious agent, or if SCHAWÉ Car Design GmbH, its legal representatives or vicarious agents have negligently breached cardinal contractual obligations or other obligations essential to the contract, or if there is a culpable injury to life, limb and/or health of a third party. Furthermore, deviating mandatory legal regulations in favour of consumers shall remain unaffected.
- All claims against SCHAWÉ Car Design GmbH, regardless of their legal basis, shall become statute-barred after one year at the latest, unless there is an intentional or negligent conduct attributable to us, or damages resulting from injury to life, body or health are due to a negligent breach of duty by us, a legal representative or vicarious agent, or other damages are due to a grossly negligent breach of duty by us, their legal representative or vicarious agent; in these cases, the statutory limitation periods shall apply. Deviating mandatory legal regulations in favour of consumers remain unaffected.
- Exclusions of liability according to these General Terms and Conditions of Business do not apply to claims under the Product Liability Act.

J. Extended lien

- SCHAWÉ Car Design GmbH is entitled to a contractual lien on the items that have come into its possession as a result of the order because of its claims arising from the order.
- The contractual lien can also be asserted for claims arising from work carried out earlier, deliveries of spare parts and other services, insofar as they are connected with the object of the order. The contractual lien shall only apply to other claims arising from the business relationship if these are undisputed or a legally binding title exists and the subject of the order belongs to the contractual partner.

K. Reservation of title

- SCHAWÉ Car Design GmbH retains title to the goods delivered by it until all claims against the contractual partner arising from the current business relationship have been settled. This shall also apply if the price for certain deliveries designated by the contractual partner has been paid. Any processing or machining shall be carried out on behalf of SCHAWÉ Car Design GmbH without obliging SCHAWÉ Car Design GmbH and without loss of ownership. If the contractual partner combines goods subject to retention of title with other goods, SCHAWÉ Car Design GmbH shall be entitled to co-ownership of the new item in proportion to the invoice value of all combined goods. To this extent, the new item shall be deemed to be goods subject to retention of title within the meaning of these terms and conditions.
- The contractual partner is entitled to sell the reserved goods in the ordinary course of business. Other disposals are prohibited.
- All claims accruing to the contracting partner from the use of the goods subject to retention of title shall be assigned in advance to SCHAWÉ Car Design GmbH. If the goods subject to retention of title are sold together with other items that do not belong to SCHAWÉ Car Design GmbH, or if they are used as material in the execution of contracts for work and services, the assignment shall only cover the share of proceeds that corresponds to SCHAWÉ Car Design GmbH's co-ownership share in the goods subject to retention of title.
- The contractual partner is only authorised to collect the assigned claims in the ordinary course of business.
- The contractual partner must inform SCHAWÉ Car Design GmbH immediately of any third-party access to the goods subject to retention of title or to the assigned claims. The contractual partner shall bear the costs of interventions.
- The authorisation of the contractual partner to dispose of the goods subject to retention of title and to collect the assigned claims shall expire in the event of non-compliance with the terms of payment and in the event of bill and cheque protests. In this case, SCHAWÉ Car Design GmbH shall be entitled to take possession of the reserved goods. The costs arising from this shall be borne by the contractual partner. Withdrawal from the contract shall only constitute withdrawal from the contract if this is expressly declared by us. At our request, the contractual partner shall also be obliged to provide us with the information and documents required to assert the assigned claims.
- If the value of the securities available to SCHAWÉ Car Design GmbH exceeds its claims by more than 10 % in total, we shall be obliged, at the request of the contractual partner, to release the excess securities at its discretion.

L. Special solutions/test installation

- Individual special solutions on the vehicle are not update proof.
- In the event of traces of use and damage to parts installed for testing or missing original packaging, the customer will be reimbursed the current value.

M. Termination of the contract for good cause

SCHAWÉ Car Design GmbH shall be entitled to withdraw from or terminate the contract if there is good cause that makes it unreasonable to continue the contract, even taking into account the interests of the contracting party. Good

cause shall be deemed to exist in particular if a significant deterioration in the financial circumstances of the contractual partner or the value of a security occurs or threatens to occur.

N. Properties of vehicle parts

SCHAWÉ Car Design GmbH has no influence on TÜV approvals or general operating permits (ABE) for vehicle parts. SCHAWÉ Car Design GmbH only owes these by contract if this has been expressly agreed by contract in individual cases. The installation of parts that do not have TÜV approval or ABE may lead to the expiry of the operating permit. An inspection to this effect is not part of the contractual obligation when purchasing or installing vehicle parts, but must be expressly agreed in addition.

O. Disassembly of the vehicle or dismantling

If the customer vehicle was dismantled for the execution of the order and the order was not completely executed at the time of collection, the customer is obliged to pay in full for the service rendered up to the time of collection. This also applies if dismantling has taken place and the customer does not have the order completely executed at his own instigation.

P. Old parts

Parts removed from vehicles (original or old parts) must be taken over by the contractual partner within a period of 4 weeks. SCHAWÉ Car Design GmbH shall not assume any warranty for storage beyond this period. Replacement shall be excluded. This provision shall not apply to parts that are invoiced or otherwise become the property of SCHAWÉ Car Design GmbH.

Q. Place of performance, place of jurisdiction, applicable law

Unless otherwise stated in the order confirmation, our registered office is the place of performance.

The place of jurisdiction is based on our registered office, provided the customer is a merchant. However, we are also entitled to sue the customer at the court of his place of residence.

The registered office of the seller shall be the place of jurisdiction if the buyer does not have a general place of jurisdiction in Germany, moves his place of residence or habitual abode from Germany to a foreign country after conclusion of the contract or if his place of residence or habitual abode is unknown at the time the action is filed. Otherwise, in the event of claims of SCHAWÉ Car Design GmbH against the customer, the customer's place of residence shall be the place of jurisdiction.

The law of the Federal Republic of Germany shall apply.

R. Personal data

SCHAWÉ Car Design GmbH is entitled to store and process the contractual partners' personal data by means of electronic data processing. SCHAWÉ Car Design GmbH is entitled to store and process the contractual partners' personal data by means of electronic data processing. In this respect, we refer you to our notes on data processing, which we attach separately to the order and which you accept by signing.

S. Severability clause

The invalidity of individual conditions does not affect the validity of the contract or the validity of the remaining conditions.

Date: 12/2020