

Please read the following General Terms and Conditions. You automatically accept as legal binding terms of contract due to ordering from us.

General Terms and Conditions of POWER-TRAX.DE.

- 1) POWER-TRAX.DE designs, produces and sells electric, electronic and mechanical devices and components as well as various technical accessories for commercial customers.
- 2) POWER-TRAX.DE reserves the right to modify components developed for previous orders and use them again in other orders as far as this does not violate any third-party rights or any agreements reached with customers.
- 3) POWER-TRAX.DE does not accept liability for claims or damage caused by delays or interruptions in the completion of an order and / or in delivery and / or in supplying or making goods / services available, except if liability has been accepted in special written agreements. Delays due to Acts of God, strikes etc. are always excluded from claims for damages.
- 4) POWER-TRAX.DE does not accept liability for claims due to the use of the goods delivered. In particular, this applies to direct or indirect consequential damage or loss. Once an order is placed or delivered products are installed or used, the total risk passes to the customer. The customer promises to exempt POWER-TRAX.DE from all third-party claims of this kind. A reliability check can be carried out against additional charge.
- 5) POWER-TRAX.DE reserves the right to reject orders if their completion is likely to violate current national or international laws. Orders can also be rejected if their completion is likely to cause difficulty or if the customer lacks creditworthiness.
- 6) POWER-TRAX.DE reserves the right to modify the design, coloration, material or format of products if necessary in order to produce the final product according to the particular requirements made by the customer unless there are any special written agreements. POWER-TRAX.DE does not accept liability for any claims due to such modifications nor for any delays caused by manufacturing problems in realising specific requirements or by manufacturing changes to make the production possible.
- 7) If goods are handed over to POWER-TRAX.DE for reprocessing, ownership of these goods passes to POWER-TRAX.DE for the duration of reprocessing. Ownership is passed back to the customer as soon as all outstanding debt has been paid by the customer. When handing over goods for reprocessing, the customer is aware of the fact that a certain percentage of these goods may be used for test pressure etc. and that this percentage cannot be added to the amount of goods delivered (in general 10%, depending on the manufacturing technique used).
- 8) POWER-TRAX.DE sells articles and products under extended reservation of ownership. POWER-TRAX.DE retains ownership of articles and products until all accounts have been settled.
- 9) POWER-TRAX.DE offers articles and services subject to confirmation. Delivery times and schedules are of estimated value and not obligating unless explicitly confirmed in written manner.
- 10) Prices are subject to change without notice. POWER-TRAX.DE does not accept liability for any wrong quotations of prices or properties of goods. POWER-TRAX.DE does not accept liability for third-party statements on properties. In particular, this applies to property statements made by manufacturers or other resellers.
- 11) POWER-TRAX.DE dispatches goods at the customer's or the buyer's account and risk. Insurance is only taken out upon request.
- 12) POWER-TRAX.DE offers made-to-order or 'not for use on public roads' components. All offers and products cannot be exchanged or returned (this also applies to purchases made according to the Law on trade via the internet (Fernabsatzgesetz)). Orders made by companies or resellers are never covered by the Law on trade via the internet (Fernabsatzgesetz).
- 13) In case of non-payment of a debt, POWER-TRAX.DE reserves the right to suspend the completion of all other orders by the same customer until the debt has been paid and to hold back outstanding deliveries in spite of agreed delivery dates.
- 14) POWER-TRAX.DE accepts liability for defects to the extent agreed upon only if written notice of defects (certified mail) is given within 10 days (date stamp) after receipt of the goods. This does not apply to claims made under a warranty.
- 15) POWER-TRAX.DE reserves the right to lay down the payment terms. It is up to POWER-TRAX.DE to insist on advance payment or payment by instalments in a specific form. Delays in orders due to non-payment of such debt are on the customer's account. The customer holds personal liability for claims by POWER-TRAX.DE. If the customer acts as vicarious agent, this does not affect personal liability.
- 16) Invoices written by POWER-TRAX.DE are payable only in the currency indicated on the invoice. Exchange losses, bank charges etc. due to payment in a currency other than that indicated on the invoice are on the customer's account.

- 17) Unless indicated otherwise, POWER-TRAX.DE gives warranty only for the length of 6 months. No warranty is given if instructions for operation or maintenance are not followed, if products are modified, if components are replaced or if consumable materials are used that are not in line with quality specifications from the OEM. If warranty claims are made it is up to POWER-TRAX.DE to cancel the sale, reduce the purchase price or deliver substitute goods. If rework fails three times the customer can demand the cancellation of the sale. The warranty does not cover incidental expenses incurred or initiated in connection with warranty claims (transport, insurance, installation, repair, etc.) or any claim resulting from the warranty case. Returns have to be made postage paid, reasons have to be given, and copies of invoices and delivery notes have to be included.
- 18) POWER-TRAX.DE gives only qualified warranty for the following articles or groups of articles:
- Parts subject to wear (accumulators, batteries, lamps, friction linings, gaskets and washers, filters, fuels)
 - Driving components (especially shafts, bearings, axles, driving gear, differentials, differential locks, pistons, connecting rods, clutches)
 - items made to order
- For such components warranty is given for materials and manufacturing for a period of 6 months unless indicated otherwise. No guarantee is given for a specific performance unless indicated otherwise. If used in competitions we offer no guarantee at all.
- 19) Upon delay in payment, POWER-TRAX.DE reserves the right to initiate court proceedings for order to pay the debt without previous reminders. Upon delay in payment, the customer is charged with the usual reminder charges as well as with the current interest rate on overdraft facilities plus an additional 5% in % of the invoice amount (at least 15%) once the period allowed for payment has expired.
- 20) POWER-TRAX.DE accepts cheques and drafts only on account of performance. The payment has not been made until the cheque / draft has been cashed and undisputedly credited.
- 21) POWER-TRAX.DE rules out customers' assigning claims against us to third parties. An assignment can only be made after POWER-TRAX.DE has given written approval.
- 22) POWER-TRAX.DE stores and uses customer data in line with §§33 BDSG. Customers doing business with POWER-TRAX.DE expressly agree to be sent advertising by fax, modem, mail or other ways without requesting it. Upon written request by a customer, no advertising will be sent.
- 23) POWER-TRAX.DE is delivering only business-to-business. By stating an order, the customer declares to act as business or businessmann as per definition of German Law. POWER-TRAX.DE is taking back electrical and electronical equipment as well as packaging material and batteries supplied by us free of charge for recycling if delivered free of charge to us.
- 24) The place of jurisdiction is Lippstadt.

If one of the above mentioned points becomes ineffective, this will not affect the effectiveness of the other points. Upon ineffectiveness of a point, a similar and effective regulation is to be used. By placing an order with POWER-TRAX.DE (Axel Hammer), the customer automatically accepts the latest version of the General Terms and Conditions of POWER-TRAX.DE.

Axel Hammer, POWER-TRAX.DE
Version: 2010-11-01

Fernabsatzgesetz (Law on trade via the internet)

According to §§355ff BGB, the customer can revoke an order within 2 weeks after receipt of the goods. Excluded from this right are parts and components that have been made to order ('items made to order'). The revocation does not need to contain any reasons and the order should be revoked by returning the goods or in written form by mail or fax. Upon receipt of the revocation and of the goods the seller is obliged to refund the invoiced value of the goods according to §347 clause 2 BGB, plus the usual national return charges if the value of the goods exceeds EUR 40,-. The buyer is obliged to return postage paid all the goods in their undamaged original packaging and in a saleable state within two weeks after receipt of the goods (parcels without postage paid cannot be accepted for reasons of logistics). The goods have to be carefully packaged in a separate, well-padded package for return. On the parcel the word 'revocation' has to be clearly printed, otherwise there will be problems with receipt! If the goods have been used, loss of value, depreciation, etc. will be charged according to §357 clause 3 BGB. An inspection of the goods is allowed, but they may not be put into operation or used (installed etc.). §346 clause 3 phrase 1 N°3 is not applicable. Defective goods are completely excluded from revocation. This regulation concerning revocations does not apply to commercial and industrial customers (business-to-business) as well as third parties according to §351 BGB.