

Conditions

§ 1 Scope of Application, Customer Information

The following General Terms and Conditions (GTC) govern the contractual relationship between GMS Motorsport GmbH (www.gms-moto.eu) and consumers and businesses that purchase goods through our online store. We do not recognize any terms and conditions that conflict with or deviate from our General Terms and Conditions. The language of the contract is German.

§ 2 Conclusion of the Contract

(1) The offers on the Internet constitute a non-binding invitation to you to purchase goods.

(2) You may add one or more products to your shopping cart. During the ordering process, you will enter your information and preferences regarding payment method, delivery options, etc. Only by clicking the "Order" button do you submit a binding offer to conclude a purchase contract. You may also place a binding order by fax. The immediate confirmation of receipt of the order via email or fax does not constitute acceptance of your offer to purchase.

(3) We are entitled to accept your offer within 2 business days by sending an order confirmation via email or fax. Upon the fruitless expiration of the period specified in sentence 1, your offer is deemed rejected; that is, you are no longer bound by your offer.

§ 3 Customer Information: Storage of the Contract Text

We will store your order along with details of the concluded contract (e.g., product type, price, etc.). We will send you the Terms and Conditions; however, you may also access them at any time via our website after the contract has been concluded. As a registered customer, you can access your past orders through the customer login area (Sign In).

§ 4 Customer Information: Correction Notice

You can correct your entries at any time using the delete key before submitting your order. We will inform you of additional correction options as you proceed through the ordering process. You can also completely exit the ordering process at any time by closing the browser window.

§ 5 Retention of Title

The purchased item remains our property until full payment has been made.

§ 6 Rights Regarding Defects and Shortening of the Limitation Period

(1) Statutory Rights Regarding Defects

Statutory rights regarding liability for defects apply to our goods.

(2) Shortening of the Limitation Period for Used Goods in Transactions with Consumers

It is agreed that the statute of limitations for claims for defects in used goods shall be shortened to one year.

Excluded from this agreement are claims for damages, claims arising from defects that we have fraudulently concealed, and claims arising from any warranty we may have provided regarding the quality of the item. The statutory periods apply to these excluded claims. If a warranty period applies, the longer period shall apply in favor of the warranty holder.

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(3) Limitation of Liability for Defects (Warranty) Against Business Customers

Your warranty claims for defects in the purchased item expire one year after the transfer of risk. The following claims are excluded from this provision

- claims for damages
- arising from defects fraudulently concealed
- arising from any warranty that may have been given
- for recourse under Sections 445a, 478 of the German Civil Code (BGB)
- for defects in building materials and components that were used in a structure in accordance with their customary use and caused the structure's defectiveness.

The statutory limitation periods apply to these excluded claims. In the event of a warranty period, whichever is longer shall apply in favor of the buyer.

§ 7 Limitation of Liability

We exclude liability for breaches of duty resulting from slight negligence, provided that such breaches do not concern essential contractual obligations, damages resulting from injury to life, limb, or health, warranties, or claims under the Product Liability Act (ProdHaftG). The same applies to breaches of duty by our vicarious agents and our legal representatives. Essential contractual obligations include, in particular, the obligation to deliver the item to you and to transfer ownership of it to you. Furthermore, we are obligated to provide you with the item free from material defects and defects of title.

§ 8 Jurisdiction for Commercial Matters

The exclusive venue for all disputes arising from this contract is our place of business if you are a merchant.

§ 9 Consumer Information: Non-Participation in Dispute Resolution Proceedings

We are neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.
