

General terms and conditions of business

Section 1 Scope of Application/Subject Matter of the Contract

1. Our General Terms and Conditions (GTC) apply to the delivery of rims and accessories in accordance with the contract concluded between AVO Fahrzeugtechnik GmbH & Co. KG and the customer.
2. Our GTC apply exclusively. We do not recognize any terms of the customer that conflict with or deviate from our GTC unless we have expressly agreed to their validity in writing.
3. Our GTC apply only to business entities. We may therefore require you to provide sufficient proof of your business status before the contract is concluded, e.g., by providing your VAT ID no. or through other suitable evidence.

Section 2 Offer – Conclusion of Contract – Offer Documents

1. The customer's order constitutes a binding offer that we may accept within one week by sending an order confirmation or by delivering the goods. Any offers made by us previously are subject to change and non-binding.
2. We reserve ownership and copyright to illustrations, drawings, calculations, and other documents. These may not be passed on to third parties.

Section 3 Prices and Payment Terms

1. The purchase price offered is binding. Statutory value-added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing. Unless otherwise stated in our order confirmation, our prices apply ex works. Freight and postage costs will be charged separately.
2. All price information in brochures and catalogs is non-binding. In principle, the prices valid on the day of delivery shall prevail, unless otherwise stated in our order confirmation.
3. Unless otherwise stated in the order confirmation, the invoices issued by us are due immediately.
4. The customer shall be in default if the set payment deadline is exceeded. In this case, we are entitled to charge default interest.
5. The price agreed in the order confirmation and invoice shall apply.

Section 4 Delivery Time and Transfer of Risk

1. Delivery periods and dates are non-binding. The delivery period begins on the day of our order confirmation, but not before all technical and commercial details have been clarified and any necessary approvals have been submitted.
2. In the event that AVO Fahrzeugtechnik GmbH & Co. KG is in default, the customer must set a reasonable grace period for subsequent performance in writing for AVO Fahrzeugtechnik GmbH & Co. KG.
3. In the case of dispatch of goods, the day of handover for shipment shall be deemed the day of delivery; in all other cases, the day on which the customer receives notification of readiness for shipment shall prevail.
4. Shipment is carried out at the customer's expense to the customer or to third parties according to the customer's instructions.
5. If the buyer arranges the collection themselves or dispatches the goods themselves, the risk passes to the customer upon handover to the transport company by the customer. The customer thus bears the transport risk.

Section 5 Liability for Defects/Warranty

1. The customer must inspect the delivered goods immediately upon receipt and report any defects in writing without delay, at the latest within 5 working days of receipt at the place of destination. Hidden defects must be reported immediately upon discovery. Failure to comply with the notification period shall result in the exclusion of the customer from claims of any kind in relation to the defects not reported or reported late.
2. In the case of transport damage, the recipient is obliged to check the shipment for visible defects in the packaging upon acceptance. If external damage to the packaging carton is found, the contents must be checked immediately. Any kind of damaged packaging or contents must in any case be noted by the recipient on the freight bill or on the delivery receipt. A note (acceptance subject to later inspection) is not sufficient in the event of damage according to the transport conditions. When claiming for transport damage, a copy of the freight bill/delivery receipt with the corresponding note must be submitted. The reporting period for transport damage is 3 working days. After this period for transport damage has expired, claims can generally no longer be made. This also applies to wheels that have already been mounted and/or driven.
3. AVO Fahrzeugtechnik GmbH & Co. KG must be given the opportunity to inspect the reported defect at its discretion either on site or at the branches of AVO Fahrzeugtechnik GmbH & Co. KG. The inspection by AVO Fahrzeugtechnik GmbH & Co. KG must take place without delay, provided the customer demonstrates an interest in immediate settlement. No changes may be made to the defective goods without the consent of AVO Fahrzeugtechnik GmbH & Co. KG, otherwise the customer shall lose their warranty claims.
4. In the case of demonstrable material or workmanship errors, AVO Fahrzeugtechnik GmbH & Co. KG may, at its discretion, rectify the defect free of charge or, upon return of the defective goods, either provide a replacement free of charge or credit the invoice value or grant the customer a reduction while appropriately safeguarding their interests. In the case of returns by the customer based on notices of defects, missing accessories such as screws and caps will be deducted based on the original invoice value of the missing parts in the event that a credit is issued.
5. Other or more extensive claims by the customer, in particular for compensation for processing or assembly costs, import and export costs, as well as for damage that does not concern the delivery item itself, are excluded.

6. In particular, the warranty for defects caused to the customer as a result of the following actions is excluded: Unsuitable or improper use, such as driving on a race track, incorrect assembly and balancing, as well as normal wear and tear, unsuitable operating materials, and chemical influences. This also includes the repainting or new painting of wheels delivered by us. The warranty is also excluded for damage caused by failure to follow our instructions or advice or failure to follow operating or maintenance instructions. If visible surface defects occur on rims, the warranty is nevertheless excluded if tires have been mounted or the wheels have already been driven.

7. The warranty claims regulated in this section relate exclusively to defects in the deliveries and services of AVO Fahrzeugtechnik GmbH & Co. KG.

Section 6 Guarantee

1. Claims by a customer for breach of a guarantee are only considered if AVO Fahrzeugtechnik GmbH & Co. KG has expressly confirmed a quality or durability guarantee to the customer in writing and has designated the respective guarantee as such. Written confirmation may be replaced by the provision of pre-formulated guarantee conditions in writing.

2. Subject to the respective specific guarantee commitments and/or guarantee conditions, claims for damages by the customer for breach of a guarantee can only be asserted to the extent that the guarantee was intended to protect the customer against damage of the type that occurred.

Section 7 General Limitations of Liability

1. We are liable for intent and gross negligence. Furthermore, we are liable for the negligent breach of duties, the fulfillment of which is essential for the proper execution of the contract. Breaches of duty by our vicarious agents. The liability of AVO Fahrzeugtechnik GmbH & Co. KG is governed exclusively by these general delivery and payment terms. Claims of the customer to the contrary are excluded.

2. We are not liable for damage for which we are not responsible. This includes, in particular, damage caused by special stress, e.g., at sporting events or as a result of mounting the rims/tires on a vehicle not approved in the expert report/General Operating Permit (ABE). Liability on our part is also excluded in the event of subsequent modifications of any kind to the delivered goods.

3. All claims against AVO Fahrzeugtechnik GmbH & Co. KG, regardless of the legal basis, shall expire after one year at the latest, unless attributable, intentional, or fraudulent behavior exists; in these cases, the German statutory limitation periods apply.

4. Exclusions of liability under these General Terms and Conditions do not apply to claims under the German Product Liability Act (Produkthaftungsgesetz).

Section 8 Retention of Title

1. We reserve ownership of all goods delivered by us or by our sales partners until full settlement of all claims arising from the business relationship with the customer.

2. Regardless of the assertion of the retention of title, the contract shall remain in force unless we expressly declare our withdrawal from the contract.

14. With the settlement of all claims from the business relationship, the retention of title expires and ownership of the reserved goods passes to the customer.

Section 9 Place of Performance, Jurisdiction

Unless otherwise stated in the contract, the place of performance and payment is our place of business. The exclusive place of jurisdiction is the court responsible for our place of business. Contractual relationships with business entities are also subject to German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN-Kaufrecht), subject to other individual agreements.

Section 11 Links to Other Websites

To the extent that we refer or link to the websites of third parties from our online offer, we cannot accept any guarantee or liability for the correctness or completeness of the contents and the data security of these websites. As we have no influence on the compliance with data protection regulations by third parties, you should separately check the respective privacy policies offered.

AVO Fahrzeugtechnik GmbH & Co KG, Gottlieb Duttenehofer Str. 83 a, 67454 Hassloch

Phone +49-6324-969940

E-Mail: vertrieb@motec-whels.de