

## **Terms and Conditions - Eccentricall Imports AG (Vossen Wheels Europe)**

### **1. Validity of Terms and Conditions**

The deliveries, services and offers of Eccentricall Imports AG (Vossen Wheels Europe) are available exclusively to commercial customers, even if they are not agreed upon again. With order of the goods or services, these terms and conditions are automatically accepted. Any general terms and conditions of the customer are hereby rejected. Divergence from these terms and conditions shall only be effective if Eccentricall Imports AG (Vossen Wheels Europe) confirms them in writing.

### **2. Offer and Conclusion of Contract**

The offers of the company Eccentricall Imports AG (Vossen Wheels Europe) in price lists and advertisements are subject to change and are non-binding. For Eccentricall Imports AG (Vossen Wheels Europe), orders are binding only after written confirmation. Order confirmations will only be issued upon explicit request. The information in our sales documents (drawings, illustrations, dimensions, weights and other services or images) are only to be understood as approximate values and do not represent a warranty of any properties, unless they are explicitly stated as binding. If a buyer exceeds his credit limit by order, we shall be released from our obligation to deliver.

### **3. Pricing**

The price lists valid at the time of the conclusion of the contract shall apply. The price includes transport costs, unless agreed otherwise, but do not include statutory value added tax.

### **4. Delivery and Performance Time**

Dates and delivery periods are non-binding, unless explicitly agreed otherwise in writing. The indication of certain delivery periods and delivery dates by the Eccentricall Imports AG (Vossen Wheels Europe) is subject to correct and timely delivery to Eccentricall Imports AG (Vossen Wheels Europe) by suppliers and manufacturers.

## **5. Acceptance Delay**

If the purchaser refuses to accept the goods or declares that he does not wish to accept the goods, the company Eccentricall Imports AG (Vossen Wheels Europe) may refuse the fulfillment of the contract and claim damages for non-performance and may demand compensation. Eccentricall Imports AG (Vossen Wheels Europe) is entitled to demand as compensation either a lump sum of 10% (ten per-cent) of the agreed purchase price or compensation for the actual damage incurred from the purchaser.

Six weeks after a non-binding delivery date or a non-binding delivery period being exceeded, the customer may request the delivery within a reasonable period of time. With this reminder the seller is in default. In addition to delivery, compensation for the damages may only be claimed if the seller is guilty of intent or gross negligence. In the event of default, the customer may also set the seller a reasonable grace period in writing with the threat of refusal. After the grace period runs out, the customer is within their right to step away from the contract in writing or demand compensation for non-performance. If the customer is a legal entity under public law, a public special fund under law or a merchant for whom the contract is part of their operation as a business or trade, they shall be entitled to a claim for damages only in the event of intent or gross negligence on part of the seller.

Force majeure, riots, strikes, lock-outs and significant disruptions cause changes to the aforementioned dates, deadlines and performance. The duration of these delays depends entirely on the duration of the disruptions.

Details in descriptions of the subject matter of the contract valid at the time the contract is concluded are content of the contract; they are not warranted characteristics, but serve as a standard for determination of the lack of errors of the subject matter of the contract.

The seller is within their right to perform a partial delivery.

## **6. Delivery**

Check that the wheels have not been damaged by improper handling during transport. If this is the case, the damage must be reported to the carrier immediately. Also check whether the scope of delivery is complete and aligns with your order. Visible differences in quantity must be reported immediately upon delivery of the goods, concealed differences in quantity must be reported

within 4 days after delivery of the goods to Eccentricall Imports AG (Vossen Wheels Europe) and the carrier in writing. Complaints concerning damage, delay, loss or poor packaging are to be reported immediately after the customer receives the shipment. If packages are delivered severely defective, please refuse acceptance and take photos of the damage as proof.

## **7. Transfer of Risk**

The risk is transferred to the buyer as soon as the shipment has been handed over to the person carrying out the transport. If the shipment is delayed or becomes impossible to carry out through no fault of our own, the risk shall pass to the buyer upon notification of readiness for shipment.

## **8. Warranty and Guarantee**

The warranty in accordance with the following provisions for the series CV, VF/HYBRID FORGED and FORGED lasts 2 (two) years and 1 (one) year for the WORK series. Product warranty for all series, unless otherwise explicitly agreed in writing, is covered by a lifetime warranty covering wheel breakage/cracks without external influence (Construction warranty). The warranty period begins with the date of delivery. If our operating- or maintenance instructions are not followed, changes are made, parts are replaced or consumables are used which do not comply with the original specifications, any warranty shall lapse if the defect can be traced back to this. This shall also apply if the defect is due to improper use, storage and handling of the equipment, or external intervention. The warranty does not cover normal wear and tear of the item, as well as defects that occur after delivery, for example due to external influences or driving errors. Minor discrepancies from the assured features in the goods do not trigger any warranty claims.

Warranty claims against Eccentricall Imports AG (Vossen Wheels Europe) are available only to the direct purchaser and are not transferable.

For special instructions for use of your new wheels, please refer to the instruction manual. IMPORTANT in the event of an unbalance is that a concentricity test is carried out- by means of a dial gauge on the hump of the wheel. This way an unbalance caused by the tire or mounting can be ruled out. More information can be requested from Eccentricall Imports.

## **9. Returns**

For returns, we require that the defective part or wheel is delivered to Eccentricall Imports AG (Vossen Wheels Europe) for inspection with a copy of the invoice with which the product was delivered to the customer.

A return of products by the customer requires the prior consent of Eccentricall Imports AG (Vossen Wheels Europe) and shall be at the expense and risk of the customer. The products must be in the original packaging and must be accompanied by a detailed description of the defect (using the form provided by Eccentricall Imports AG). Products which we have procured on customer's request are excluded from return. No new warranty periods come into force through the exchange of parts or whole products. The warranty is limited exclusively to the repair or the exchange of the damaged items. If the customer sends in an item to be repaired, they have to ensure that it is properly packaged and no further transport damage can occur. The company Eccentricall Imports AG (Vossen Wheels Europe) does not grant any guarantee on a first warranty claim.

## **10. Reservation of Ownership**

Eccentricall Imports AG (Vossen Wheels Europe) remains the rightful owner of the delivered goods until the goods have been paid for in full.

## **11. Payment**

Depending on the agreement, the invoices are to be paid in advance, in cash or within 14 /30 days net, unless otherwise agreed. Delivery shall be effected free of charge, i.e. at the expense of the mail carrier, forwarding agency or own vehicle, unless explicitly agreed upon otherwise. Payment shall only be deemed to have been fulfilled until we have the amount at hand. Cheques will not be accepted. If the buyer is in default, we shall be entitled to charge a 6% (six per-cent) interest starting on the relevant date. During the period of default, the company Eccentricall Imports AG (Vossen Wheels Europe) is also entitled at any time to withdraw from the contract, to demand the return of the delivered goods and to claim compensation for the loss of the contract. All claims shall become due immediately if the customer defaults on payment, culpably fails to meet other material obligations arising from the contract, or if we become aware of circumstances which are suitable to lessen creditworthiness of the customer, in particular suspension of payments, pendency of a settlement- or bankruptcy proceedings. In these cases we are entitled to withhold outstanding deliveries or to deliveries or to execute them only against advance payment or securities.

## **12. Limitation of Liability**

Claims for damages arising from impossibility of performance, from breach of contract or from unlawful act shall be excluded both against us and against vicarious agents, insofar as no intentional or grossly negligent action is involved. For consequential damages from the use of the products any liability is rejected.

## **13. Privacy and Data Protection**

The company Eccentricall Imports AG (Vossen Wheels Europe) is entitled to use the received data for business relations or in connection with these, whether they originate from the purchaser himself or from third parties, in accordance with the Federal Law on Data Protection (DSG). Personal customer data will be treated confidentially and will only be passed on to third parties in the context of credit assessments.

## **14. Misc.**

The company Eccentricall Imports AG (Vossen Wheels Europe) reserves the right to adjust these terms and conditions at any time. Changes will be communicated to the customer in an appropriate manner, in particular by appropriate publication on the website of Eccentricall Imports AG (Vossen Wheels Europe):

<http://vossenwheelseurope.com>

## **15. Severability Clause**

If any part of these terms and conditions shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of these terms and conditions shall not be affected thereby.

## **16. Place of Jurisdiction**

Triesen (Fürstentum Liechtenstein) is the exclusive place of jurisdiction for all disputes or contractual relationships arising directly or indirectly. The legal relationship is subject to Swiss law.

Eccentricall Imports AG (Vossen Wheels Europe)

Triesen, 01.01.2023

