

General Terms and Conditions of Sale

1. Application

1.1 These General Terms and Conditions of Sale (hereinafter: "GTC") shall apply to all sales contracts concluded between (1) RaceChip Chiptuning GmbH & Co. KG, of Ulmer Strasse 123, 73037 Göppingen, Germany (hereinafter: "**RaceChip**" or "**us**" or "**we**" or "**our**") and (2) the consumer ("**you**" or "**your**").

1.2 For the purposes of this GTC, a consumer is any natural person who enters into a transaction for a purpose that is predominately outside his or her trade, business or profession.

2. Formation of contract

2.1 Sales contracts between you and RaceChip can be concluded via the RaceChip online shop, the online selling platforms eBay and Amazon or by telephone.

2.2 Formation of contract via the RaceChip online shop

1. The presentation of goods in the RaceChip online shop does not constitute a binding offer and instead shall be construed as an invitation to treat.
2. When you place a purchase order by clicking the "*Order now*" button, you make a binding purchase offer. RaceChip will send you an automatic order confirmation by email in which your purchase order is documented. This automatic order confirmation merely confirms that your purchase order has been received by RaceChip; it does not constitute acceptance of your offer.
3. The contract is only concluded when RaceChip confirms the dispatch of the goods to you by separate email or when the goods are actually dispatched to you.
4. If the goods that you have ordered cannot be supplied, for example, because they are not in stock, RaceChip will not accept your offer. In this case, no contract will be concluded between you and RaceChip, and RaceChip shall be under no obligation to supply the relevant goods to you. RaceChip will advise you of this without undue delay and refund any payment already received without undue delay.

2.3 Formation of contract via the online selling platform eBay

1. RaceChip uses solely the "*Buy It Now*" format when offering goods for sale on the online



selling platform eBay. The placement of a product on eBay using the “Buy It Now” format constitutes a binding offer made by RaceChip to you to enter into a sales contract.

2. When you click the “Buy It Now” button, a legally binding sales contract is concluded between you and RaceChip. RaceChip will confirm the formation of the contract to you by separate email.

2.4 Formation of contract via the online selling platform Amazon

1. The offering of goods for sale via the online platform Amazon constitutes a binding offer made by RaceChip to you to enter into a sales contract.
2. When you click the “Buy Now” button, a legally binding sales contract is concluded between you and RaceChip.

2.5 Formation of contract by telephone

A sales contract between you and RaceChip can also be concluded by telephone. In this case, you make the offer to enter into a sales contract. Upon acceptance of your offer by RaceChip, a legally binding sales contract is concluded between you and RaceChip.

3. Right of withdrawal

3.1 As a consumer you have the following right of withdrawal when making a purchase via the RaceChip online shop, the online selling platforms eBay and Amazon or by telephone.

- Withdrawal instructions -

Right of withdrawal

You have the right to withdraw from this contract within fourteen (14) days without giving a reason. The withdrawal period shall be fourteen (14) days from the day on which you, or a third party designated by you who is not a forwarding agent, take(s) possession of the goods.

To exercise your right of withdrawal, you must inform us at:

You have the right to cancel a contract at any time within the cancellation period without giving a reason. The cancellation period starts on the date the contract is entered into (as set out in paragraph 2 of these GTC) and shall end fourteen days after the day on which you, or a third party designated by you who is not a forwarding agent/carrier, take(s) possession of the goods. [If the contract relates to multiple goods ordered in one order but which are delivered on different days, the withdrawal period shall end fourteen days after the day on which you, or a third party designated by you who is



not a forwarding agent/carrier, take(s) possession of the last of the goods.]

To exercise your right of cancellation, you must inform RaceChip of your decision to cancel the contract by providing us with a clear notice to this effect (e.g. a letter sent by post, a fax or an email) using the following contact details:

RaceChip Chiptuning GmbH & Co. KG
Warenannahme
Karl-Frasch-Straße 10
73037 Göppingen
Germany

Phone: +49 7161 1584 999
Fax: +49 7161 1581 899
Email: support@racechip.com

In order to withdraw from the contract, you must provide RaceChip with a clear notice to this effect (e.g. a letter sent by post, a fax or an email). You can, but do not have to, use the attached sample withdrawal form for this purpose.

The deadline for withdrawal is met if you dispatch the notice informing us that you exercise your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we are obliged to return to you all payments that we received from you, including the shipping costs (with the exception of any additional costs incurred by us as a result of you choosing a manner of shipment other than the inexpensive standard shipment offered by us), without undue delay and in any case within fourteen (14) days of the day of receipt of your notice of withdrawal from this contract by us. We will make the refund using the same payment method that you already used for the original payment transaction, unless expressly otherwise agreed with you; under no circumstances will we charge a fee to you for this refund.

We may refuse to return your payment until we receive the returned goods or, if earlier, until you prove to us that you have sent the goods back.

You must send the goods back, or hand them over, to us without undue delay and in any case within fourteen (14) days of the day on which you give us notice of your withdrawal from this contract. The deadline is met if you dispatch the goods before the expiry of the fourteen (14) day period.

You will have to bear the direct cost of sending the goods back.

You must only compensate us for a reduction in the value of the goods if the loss of value is due to



the goods having been handled or used in a manner or to an extent that goes beyond what is necessary to examine the quality, properties and functionality of the goods.

Sample withdrawal form

(If you wish to withdraw from the contract, please complete this form and send it back to us.)

RaceChip Chiptuning GmbH & Co. KG
Warenannahme
Karl-Frasch-Straße 10
73037 Göppingen
Germany

Phone: +49 7161 1584 999
Fax: +49 7161 1581 899
Email: support@racechip.com

– I/We (*) hereby withdraw from the contract concluded by me/us (*) regarding the purchase of the following goods (*)/the provision of the following service (*)

- Ordered on (*)/Received on (*)
- Consumer's/Consumers' name(s)
- Consumer's/Consumers' address(es)
- Consumer's/Consumers' signature(s)
- Date

(*) Please delete as appropriate.

- End of withdrawal instructions -

3.2 Exclusion or expiry of the right of withdrawal

The right of withdrawal does not exist for contracts regarding the supply of non-prefabricated goods which are manufactured on the basis of the consumer's individual selections or specifications or which are clearly tailored to the consumer's personal needs.

4. Voluntary right to return the goods within 30 days after their receipt

4.1 In addition to the statutory right of withdrawal, RaceChip grants you the voluntary right to return the goods within a period of 30 days after the receipt of the goods. This right to return the goods allows you to cancel the contract even after the expiry of the 14-day period for withdrawal (see Withdrawal instructions in clause 3.1 above) by returning the goods to RaceChip, at the address



given at the end of this clause 4.1, within 30 days after the goods were received (the 30-day period commences on the day following the receipt of the goods). The deadline is met if the goods are dispatched before the aforesaid period expires. The thirty (30) day voluntary right to return the goods can only be exercised if you have merely tested goods for approval and the goods are returned in their original state intact and undamaged in their original sales packaging. The direct costs of the return shipment of the goods will have to be borne by you.

Please send the goods to:

RaceChip Chiptuning GmbH & Co. KG
Warenannahme
Karl-Frasch-Straße 10
73037 Göppingen
Germany

Phone: +49 7161 1584 999
Fax: +49 7161 1581 899
Email: support@racechip.com

4.2 The refund will be made to the account that was used for payment. If payment was made by invoice (only available for shipments within Germany) or in advance by bank transfer, the return transfer will be made to the account from which the original transfer was made. If you paid with Paypal or by debit/credit card, the refund will be made to the associated Paypal or debit/credit card account.

The provisions regarding the additional contractual (voluntary) right to return the goods do not affect the statutory right of withdrawal (cf. clause 3.1 above), which continues to exist irrespective of such. Until the expiry of the period during which the statutory right of withdrawal can be exercised, solely the statutory provisions set out in clause 3.1 above shall apply. Furthermore, the contractual (voluntary) right to return the goods does not affect your statutory warranty rights, which continue to apply without restriction. RaceChip expressly reserves the right to exclude the voluntary right to return the goods for special campaigns, in the terms and conditions governing such campaigns.

5. Retention of title, setoff and right of retention

5.1 The goods supplied shall remain the property of RaceChip until the purchase price has been paid in full.

5.2 You shall not be authorized to set off your own claims against RaceChip's claims unless your counterclaims are undisputed or have been established in a judgment which cannot be appealed against.



5.3 Subject to applicable law, you shall not have any right to exercise a right of retention over any supplied goods pending resolution of any dispute, debt or counterclaim.

6. Delivery

6.1 RaceChip shall have the right at its discretion to split deliveries of goods in partial deliveries.

6.2 The goods shall be shipped to the shipping address indicated by you. Unless otherwise agreed, the goods shall be dispatched within two business days of the conclusion of the contract and receipt of your payment.

6.3 We are not responsible for delays outside our control. If our supply of the product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.4 The risk of accidental loss or destruction of, or of an accidental deterioration in, the goods shall pass to you (transfer of risk) when you (or a third party identified by you) obtain physical possession of the goods.

7. Prices and shipping costs

7.1 The prices valid at the time the order is placed shall apply to the contract. All prices are retail prices and do not include sales tax, use tax or value-added tax. The prices do not include shipping costs or any fees payable for the payment method chosen, both of which shall be charged separately.

7.2 Before the contract is entered into, RaceChip shall advise you of the shipping costs that will apply to the delivery of the goods. If orders are placed via the RaceChip online shop or the selling platforms eBay or Amazon, the price (including the shipping costs and the fees for the chosen payment method) will be shown on the online order form before the contract is concluded.

8. Terms of payment; payment options

8.1 Unless otherwise agreed, the purchase price shall be due and payable immediately upon conclusion of the contract. In the event of a default in payment this constitutes a fundamental breach of contract. If the consumer is in default of any agreed payment or other performance, RaceChip shall be entitled either to demand performance of the contract and (a) to postpone fulfilment of its own obligation until payment or other performance, (b) to extend the delivery period accordingly, (c) to call



for immediate payment of the total outstanding purchase price, (d) to charge default interest at the rate of four (4) percent above the relevant base interest rate of the European Central Bank from the relevant due date, or (e) to rescind the contract after having granted a reasonable grace period.

8.2 The following payment options are available to you:

1. Paying with PayPal

If you choose to pay the amount invoiced using the online payment service PayPal, you must register, or be registered, with PayPal, log into PayPal, and confirm the order to pay RaceChip. Delivery of the goods will not take place until the amount invoiced has been credited to RaceChip's bank account.

2. Paying by debit or credit card

We accept payment with Visa and MasterCard. If you choose to pay by debit or credit card online, you must input your debit or credit card details and authorize payment via the secure online payment facility provided by our payment services provider PayOne. Your debit or credit card data will be transferred via a secure PayOne connection. If you place your order over the phone, you must provide your debit or credit card details to one of our representatives and verbally authorize such representative to process the payment using your debit or credit card details. Delivery of the goods will not take place until RaceChip has successfully received your debit or credit card details and payment has been accepted.

8.3 If you think an invoice is incorrect please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

9. Warranty and liability

9.1 If we fail to comply with this GTC, we are responsible for loss or damage you suffer that is a foreseeable result of the breach of this GTC or our negligence, but we are not responsible for any loss or damage that is not foreseeable (including in, special or consequential loss). We supply the products for domestic and private use only. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.2 RaceChip shall not be liable for any claims for loss or damage if you modify the goods, handle them improperly, damage the goods or use them in a manner which is contrary to general principles of proper installation and/or proper operation of the goods. This particularly includes technical diagnostic measures and mechanical impacts on the goods. Improper handling further includes any impact resulting from overstressing the goods. In addition, RaceChip shall not be liable for any loss or



damage if the oil consumption of your vehicle increases by up to 30% as a result of the installation of the RaceChip. You agree to indemnify and hold us harmless from any liabilities, claims, losses or demands made by any third party arising from your misuse which includes but is not limited to your breach of these Terms or a breach by you of any applicable law or rights of any third party. You also agree to fully cooperate in the defence of any claim that we may have to respond as a result of your misuse.

9.3 Any images of goods on our website, in brochures or otherwise are provided for illustrative purposes only. Your product may vary slightly from those images. RaceChip also reserves the right to make minor technological modifications or adjustments to the products as required from time to time. Such changes will not affect the functionality of the products.

9.4 RaceChip shall not be liable (Whether under Contract, tort or otherwise) for:

- a. Losses that were not caused by RaceChip's breach of the GTC.
- b. Any loss or damage that was not a reasonably foreseeable consequence of breaching the GTC at the time the contract was formed.
- c. Losses relating to any business of yours, loss of profits, or loss of opportunity.

In no event shall RaceChip be liable, in contract, tort, strict liability or under any other legal theory, for incidental, indirect, special or consequential damages, including but not limited to lost profits and labor charges, regardless of whether RaceChip was informed about the possibility of such damages, and in no event shall RaceChip's liability exceed an amount equal to the sales price.

Nothing in this GTC is intended to exclude or limit RaceChip's liability for: (i) death or personal injury; (ii) fraud, (iii) fraudulent misrepresentation; (iv) any implied terms as to title which cannot be excluded or limited by law; or (v) any liability that cannot be excluded or limited by law.

9.5 RaceChip will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these GTC that is caused by an act or event outside of RaceChip's control.

9.6 Where applicable, any product warranty given by RaceChip shall apply in addition to, and do not affect, your legal rights in relation to goods which are faulty or not as described. For details regarding the content and scope of such warranties, please see the warranty terms that are enclosed with relevant products.

9.7 The indicated performance gains and fuel efficiency gains are target values. Deviations upwards and downwards are possible. These may, for example, be caused by standard factory model variations, the quality of the fuel used, the maintenance and ageing condition of the vehicle or the



driving habits. If the indicated performance or fuel efficiency gains are not met, the purchaser must notify RaceChip within thirty (30) days from the day he or she received the product to get a refund.

9.8 RaceChip products are developed, produced and tested for vehicles in stock condition. Especially the engine control unit (ECU) and the software on the ECU must not be modified when installing a RaceChip auxiliary control unit. RaceChip is not liable for any damages to vehicles that were modified. Please contact our customer service to clarify whether your RaceChip product is compatible with the modification of your vehicle.

10. Reprogramming

10.1 If you change vehicles, you can normally have the products that you bought from RaceChip (RaceChip S, RaceChip RS, RaceChip GTS, RaceChip GTS Black and/or RaceChip XLR) reprogrammed for a fee within 36 months after the purchase date, subject to this clause 10.

10.2 RaceChip reserves the right to decline requests for reprogramming without stating a reason. Requests for reprogramming, if accepted, will be approved by RaceChip expressly in writing (either by post or by email). RaceChip shall notify you of the address to which you must send (at your own cost) the RaceChip product.

10.3 The general requirement for reprogramming is that RaceChip still offers the product purchased (or an equivalent replacement) in its range for the vehicle in question at the time of the reprogramming.

10.4 You must prove the purchase date of the RaceChip product by submitting the payment receipt or e-mail to RaceChip.

10.5 If the product price for the car for which the purchased product is to be reprogrammed is higher than for the car for which the product was previously configured, a charge will be incurred which is equivalent to the difference in price and is additional to the charge for the reprogramming itself.

10.6 If RaceChip agrees to carry out the reprogramming, the warranty rights set out in clause 9 above shall only apply to the software or products (e.g. cables, if needed) that are newly purchased as part of the reprogramming.

10.7 The reprogramming shall not give rise to any further rights. In particular, no warranty given for the product shall be extended as a result of the reprogramming. Furthermore, the limitation periods for the products already purchased by you shall not restart due to the reprogramming. In all other respects, your rights shall remain unaffected.



11. Loss of claims under guarantees and consequences regarding warranty

As a result of the installation of a RaceChip auxiliary control unit, you may lose the ability to make claims under any guarantee provided by the manufacturer of your vehicle with regard to the engine (and possibly other parts of the vehicle). Furthermore, the installation of a RaceChip auxiliary control unit can affect warranty claims, if any, against the seller of your vehicle. Apart from the claims arising out of any engine guarantee given by RaceChip, RaceChip cannot be held liable for the loss of the aforesaid guarantee and/or warranty claims.

12. Emissions, CARB information and insurance coverage

WARNING - COMPLIANCE WITH THE LAW IS YOUR RESPONSIBILITY

IMPORTANT NOTICE: Unless specifically stated otherwise by a listed CARB or EPA E.O. number, ALL PARTS listed in this website and/or by RaceChip are for COMPETITION USE ONLY in the USA or for use on vehicles registered in countries that do not have emissions regulations.

12.1 Product(s) listed in this website, that do not specifically have an E.O. number listed, may be capable of modifying or disabling emissions equipment; those products are intended for competition use only in the USA or for use in countries without emissions regulations. When products that do not have a CARB E.O. number are sold and shipped into the USA they are intended for use on racing vehicles that are used exclusively for competition in legally sanctioned closed-course racing events and on vehicles that can never be registered for highway use. Installing or using these parts on any emission-controlled vehicle violates US federal and/or state emissions laws and regulations. Street, Off-Road, and "Dual-use" of these parts is prohibited by law in the USA. The sale of these parts by RaceChip is not an endorsement of any illegal use buy the purchaser. Your order and acceptance of these parts is your expressed acknowledgement of the intended legal sale and use of these products and your intent to use these parts within the constraints of the law. You as the buyer assume any and all liability for your installation and/or use of these parts.

The United States Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) are actively investigating the sale and use of these parts. These investigations appear to involve all levels of the performance industry, including the manufacturers of these parts, wholesale distributors, retail dealers, and even the users of these products.

RaceChip takes compliance with the applicable state and federal emissions regulations very seriously and we know that you do too. We hope you find this information helpful in maintaining compliance with applicable state and federal emissions regulations. Please do not hesitate to contact us if you have any questions about the matters discussed above.

These components have been designed and are intended for racing vehicles only. It becomes your



sole responsibility to ensure that the use of your vehicle and items purchased comply with federal, state, and local regulations. These products are legal in California only for sanctioned racing vehicles, which may never be used on a public highway. You assume all risks and expenses relating to unlawful vehicle operation on public roads. By purchasing this product, you have agreed not to hold RaceChip liable for unlawful vehicle operation.

12.2 If your RaceChip product is CARB approved, RaceChip will supply you a CARB E.O. label. This E.O. label displays the CARB issued Executive Order (E.O.) Certification Number. This label has to be placed under the hood of your vehicle. If you did not receive an E.O. label, please contact our customer support. Failure to obtain an E.O. can result in fines and the inability of a vehicle to pass routine Inspection and Maintenance (I&M) tests, conducted by the state of California. Additionally, emissions-related specialty parts require a CARB E.O. when registering, re-registering or transferring title of a vehicle.

12.3 Please also note that the installation of RaceChip goods may invalidate your insurance coverage. You are responsible for checking the terms and conditions of your insurance policy and notifying your insurer in advance of installing any RaceChip goods.

12.4 In light of the vast number of different products and equipment in the automotive industry, RaceChip is unable to confirm the compatibility of RaceChip's goods with all vehicles and, unless expressly stated otherwise, RaceChip does not warrant the compatibility of its goods in respect of any particular vehicle or their effect on or ability to satisfy type approval or other relevant regulatory, technical and safety requirements under applicable law.

13. Data protection

13.1 RaceChip shall use the personal data provided by you (such as your name, address, email address, phone number, bank account number, and bank code) in accordance with data protection law.

13.2 As a general rule, all personal data shall be treated as confidential. The personal data needed to carry out the transaction shall be stored by RaceChip and be used to handle purchase orders, manage the customer relationship, deliver the goods, process payments, and prevent bad-debt losses and, where applicable, be passed on for the above purposes to any service providers that RaceChip may employ in the performance of the contract (for example, forwarding agents or banks). Furthermore, such data may be used for RaceChip's own advertising and marketing purposes, for example, for sending you written promotional information. RaceChip may use your email address to send you promotional offers unless you have objected to receiving such offers. Where your prior approval is required for such communications, RaceChip will obtain your approval in advance. You will also only be contacted by telephone for promotional purposes if you have given your express prior approval.



13.3 You may, at any time, object to your data being used and processed for our own advertising and marketing purposes and, where applicable, revoke any approval already given regarding the usage of your data by giving notice to:

RaceChip Chiptuning GmbH & Co. KG
Ulmer Straße 123
73037 Göppingen
Germany

Phone: +49 7161 1584 999
Fax: +49 7161 1581 899
Email: support@racechip.com

14. Third party rights

These GTC are between you and RaceChip. No one other than a party to these GTC, their successors and permitted assignees shall have any right to enforce any of the terms of these GTC.

15. Governing law and place of performance

15.1 These GTC shall be governed by and construed in accordance with the laws of the United States.

15.2 The place of performance shall be Göppingen, Germany.

Download General Terms and Conditions of Sale ([PDF](#))

Download withdrawal form ([PDF](#))