General Terms and Conditions & Customer Information

Version: November 2026

This English version is provided for convenience only. The German version of these terms is legally binding.

A. General Terms and Conditions

§ 1 Scope, definitions

(1) The business relationship between MOTORSPORT24 and the customer is governed exclusively by the following general terms and conditions in the version valid at the time of the order. Any deviating terms of the customer are hereby expressly rejected unless MOTORSPORT24 expressly agrees to their validity.

(2) The customer is a consumer insofar as the purpose of the ordered goods and services cannot be attributed to his commercial or independent professional activity. The customer is a business (Unternehmer) if he is a natural or legal person or a partnership with legal capacity acting in the exercise of his commercial or independent professional activity when concluding the contract.

§ 2 Conclusion of contract

(1) The customer sends MOTORSPORT24 a message via the stated contact options, including the requested items and the delivery address.

(2) MOTORSPORT24 then sends the customer a binding offer including all costs in written form (by e-mail or fax).

(3) The customer confirms the offer in written form (by e-mail or fax).

(4) MOTORSPORT24 then sends the customer an invoice. The contract is concluded upon receipt of this invoice.

§ 3 Availability

The expected delivery time is stated with the offer.

§ 4 Retention of title

The goods delivered remain the property of MOTORSPORT24 until full payment has been made.

§ 5 Prices and shipping costs

(1) All prices stated on the website MOTORSPORT24.de include the applicable statutory VAT, unless the prices are expressly declared as net prices excluding statutory VAT.

(2) Shipping costs are requested individually by MOTORSPORT24 from various carriers / freight forwarders and stated bindingly in the written offer. Quoted shipping costs are valid for a maximum of two weeks and must then be requested again.

(3) Shipping is carried out by UPS, DPD or a carrier chosen by MOTORSPORT24.

(4) Shipping costs for express delivery must be agreed separately.

(5) In the case of self-collection, no shipping costs apply; self-collection requires an individual agreement.

§ 6 Payment

(1) The customer can only pay in advance, unless the parties agree on another method of payment.

(2) Payment of the purchase price is due immediately upon conclusion of the contract. If the due date is determined by the calendar, the customer is in default by missing the date. In this case, he shall pay MOTORSPORT24 default interest at the statutory rate.

(3) The customer's obligation to pay default interest does not preclude further damages for default.

§ 7 Warranty for defects, used parts, guarantee

(1) MOTORSPORT24 is liable for defects in accordance with the applicable statutory provisions, in particular §§ 434 et seq. of the German Civil Code (BGB).

(2) For used parts, the limitation period for claims for defects against consumers is one year from delivery of the goods, provided this was specifically agreed before the consumer's declaration of contract (§ 476 (2) BGB). MOTORSPORT24 points out this shortening separately in the respective offer; it is expressly agreed with the order of an item marked as "used". The shortening does not apply to claims for damages due to injury to life, body or health or in the event of intent or gross negligence.

(3) A guarantee only exists for goods delivered by MOTORSPORT24 if it has been expressly given in the order

confirmation.

(4) For orders placed by businesses within the meaning of § 1 (2), the warranty period is one year.

(5) Racing and lightweight parts are highly stressed components with a limited service life. Wear and tear as well as damage caused by use in motorsport (e.g. races, track days, driving events), by improper installation or by modifications to the part do not constitute a defect and are excluded from the warranty. Statutory rights of consumers regarding defects that already existed at the time of the transfer of risk remain unaffected.

§ 8 Liability

(1) Claims for damages by the customer are excluded. Excepted from this are claims for damages arising from injury to life, body or health or from the breach of essential contractual obligations (cardinal obligations), as well as liability for other damage based on an intentional or grossly negligent breach of duty by MOTORSPORT24, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract, in particular the obligation to deliver the purchased item free of defects within the agreed periods.

(2) In the event of a breach of essential contractual obligations, MOTORSPORT24 is only liable for the foreseeable damage typical for the contract if it was caused by simple negligence, unless the claims arise from injury to life, body or health.

(3) The limitations of paragraphs 1 and 2 also apply in favour of the vicarious agents of MOTORSPORT24 if claims are asserted directly against them.

(4) The provisions of the Product Liability Act remain unaffected.

§ 9 Right of withdrawal

(1) Withdrawal information for consumers

Right of withdrawal: You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you, or a third party other than the carrier indicated by you, acquire physical possession of the goods.

To exercise the right of withdrawal, you must inform us (MOTORSPORT24 GmbH, Scharfe Lanke 109-131, 13595 Berlin, Germany, phone +49 30 69201409-0, e-mail info@motorsport24.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an e-mail). You may use the model withdrawal form below, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal: If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired. You will have to bear the direct cost of returning the goods. For goods that by their nature cannot normally be returned by post (freight goods), we state the return costs as an estimated maximum amount in the respective offer. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Exclusion of the right of withdrawal: The right of withdrawal does not apply to contracts for the supply of goods which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive, or which are clearly tailored to the personal needs of the consumer (e.g. made to measure, colour or specification of the customer).

Model withdrawal form (complete and return this form only if you wish to withdraw from the contract):

– To MOTORSPORT24 GmbH, Scharfe Lanke 109-131, 13595 Berlin, Germany, e-mail info@motorsport24.de:

– I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)

– Ordered on (*)/received on (*)

– Name of consumer(s)

– Address of consumer(s)

– Signature of consumer(s) (only if this form is notified on paper)

– Date

(*) Delete as appropriate.

(2) Returns by businesses

Businesses within the meaning of § 1 (2) have no right of withdrawal; exchange is excluded. In individual cases, MOTORSPORT24 may agree to take goods back as a goodwill gesture. The goods must then be returned unused, undamaged and in their original packaging at the customer's expense; 25 % of the value of the goods will be retained as compensation for expenses (inspection and restocking).

§ 10 Data protection

(1) MOTORSPORT24 processes personal data of the customer (in particular name, company, address, delivery address, e-mail address, telephone number, VAT ID and order data) in accordance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

(2) Processing takes place for the initiation, performance and handling of the contract (Art. 6 (1) (b) GDPR) and to fulfil legal obligations, in particular retention obligations under commercial and tax law and customs reporting obligations for exports (Art. 6 (1) (c) GDPR).

(3) For the handling of the contract, data is passed on to the commissioned carriers and freight forwarders, payment service providers, the supplier in the case of drop shipping, customs authorities and tax advisors and accounting service providers, insofar as this is necessary in each case.

(4) Without the customer's express consent, MOTORSPORT24 will not use the customer's data for advertising, market or opinion research. Consent given can be revoked at any time with effect for the future.

(5) Further information, in particular on the rights of access, rectification, erasure, restriction of processing, data portability, objection and complaint to a supervisory authority, can be found in the privacy policy at www.motorsport24.de/datenschutzerklaerung/.

§ 11 Storage fees

If the goods are ready for shipment in the warehouse and the customer prevents delivery after being requested to accept it by MOTORSPORT24 (e.g. by not paying the invoice amount due), the customer will be charged storage fees of EUR 10 plus 19 % VAT per day.

§ 12 Note on road registration

The parts offered by MOTORSPORT24 are intended exclusively for use in motorsport and are generally supplied without the expert report required for registration in the vehicle documents. If a part is eligible for registration, this is expressly stated in the offer. There is no entitlement to eligibility for registration, to the issue of an expert report or to the registration of a part on the vehicle. The lack of road approval of a part does not constitute a defect.

§ 13 Fitment, no entitlement to "Plug & Drive"

Racing and lightweight parts usually have to be adapted to the respective vehicle before installation. Even for items described as "Plug & Drive" or "Plug & Play", adaptation work may be necessary, in particular for vehicles that do not correspond to the series condition. There is no entitlement to ready-to-install fitment without adaptation work ("Plug & Drive").

Carbon and GRP parts are made individually, partly by hand, and are unique pieces. Minor deviations in shape, dimensions, surface and weave pattern are due to the manufacturing process and do not constitute a defect. The need for customary adaptation work during installation does not constitute a defect either.

§ 14 Inspection for transport damage

(1) The shipment must be inspected for transport damage from the outside immediately upon delivery and in the presence of the driver (e.g. damaged or dented packaging, impact, pressure or water damage).

(2) Visible damage must be reported to the carrier immediately and noted in writing on the freight documents or the driver's proof of delivery. The shipment must be photographed from all sides before unpacking.

(3) Damage not visible from the outside must be reported to MOTORSPORT24 in writing with photos without undue delay, at the latest within 7 days of delivery.

(4) This information is the basis on which MOTORSPORT24 settles the damage with the carrier and the transport insurer. If it is missing, MOTORSPORT24 cannot guarantee that the carrier or insurer will settle the damage. Statutory rights of consumers remain unaffected.

§ 15 Deliveries to third countries (outside the EU), import duties

(1) For deliveries to third countries, MOTORSPORT24 usually offers two options; the option stated in the offer

applies:

a) Sea freight to the port of destination, insured, duties unpaid – Incoterm CIF (Cost, Insurance and Freight, named port of destination, Incoterms® 2020). From the port of destination, the buyer bears all further costs, in particular port and terminal charges, unloading, import customs clearance and onward transport.

b) Air freight to the delivery address, insured, duties unpaid – Incoterm DAP (Delivered at Place, named place of delivery, Incoterms® 2020). Delivery to the delivery address is only possible to business addresses.

(2) Import duties in the country of destination (customs duties, import VAT, fees) are always borne by the buyer. For import customs clearance, the buyer needs a customs broker whose contact details he provides to the carrier. Storage fees arising from delays in customs clearance are borne by the buyer.

(3) MOTORSPORT24 provides the buyer with the commercial invoice and the German export declaration for forwarding to his customs broker.

§ 16 Return of packaging

(1) Packaging that accrues with private end consumers is licensed with a dual system and can be disposed of via the local recycling collection (yellow bin/yellow bag, waste paper).

(2) MOTORSPORT24 takes back transport and outer packaging as well as packaging that accrues with commercial customers free of charge in accordance with § 15 of the German Packaging Act. It is agreed with businesses that the packaging is returned to our warehouse at Obere Straße 17a, 37589 Kalefeld, Germany – by own delivery or by return shipment at the customer's expense. The packaging taken back is reused or recycled.

§ 17 Final provisions, severability clause

The law of the Federal Republic of Germany applies to contracts between MOTORSPORT24 and the customer, excluding the UN Convention on Contracts for the International Sale of Goods.

If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and MOTORSPORT24 is the registered office of MOTORSPORT24.

Should individual provisions of this contract be or become invalid or unenforceable, the validity of the remainder of the contract shall not be affected. The invalid or unenforceable provision shall be replaced by the valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the parties. The above provisions apply accordingly if the contract proves to be incomplete.

MOTORSPORT24 is not affiliated with any vehicle manufacturer. Brand and model names are used solely to identify the parts.

B. Customer information

§ 1 Identity of the seller

MOTORSPORT24 GmbH, Scharfe Lanke 109-131, 13595 Berlin, Germany

Phone: +49 (0)30 69201409-0 · Fax: +49 (0)30 69201409-9 · E-mail: info@motorsport24.de

VAT identification number according to § 27a UStG: DE 356992287

§ 2 Essential characteristics of the goods or services

The essential characteristics of the goods or services result from the respective description provided by the seller.

§ 3 Conclusion of the contract

The contract is concluded in accordance with § 2 of the General Terms and Conditions (see above).

§ 4 Payment and delivery

Payment is made in accordance with § 6, delivery and shipping costs in accordance with § 5 of the General Terms and Conditions (see above).

§ 5 Storage of the contract text

The contract text (offer and invoice) is stored by MOTORSPORT24 and sent to the customer by e-mail together with these terms and conditions. It cannot be accessed via the website.

§ 6 Languages available for concluding the contract

German is the only language available for concluding the contract.