

## **General Terms and Conditions ( AGB )**

of  
Miller Custombike GmbH  
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Register Court: Fürth HRB 8376  
Managing Director: Roland Michl

### **§ 1 Scope of application**

(1)

The following General Terms and Conditions (GTC), in the version valid at the time of the order, shall apply exclusively to the legal relationships established between Miller Custombike GmbH and its customers (hereinafter referred to as the customer).

(2)

Deviating General Terms and Conditions of Business of the purchaser shall be rejected as a matter of principle. They shall only be deemed to be effectively included if this has been expressly agreed.

### **§ 2 Conclusion of the contract**

(1)

The presentation of our goods in the online shop does not constitute a binding offer by Miller Custombike GmbH to conclude a purchase contract, but a non-binding online catalogue. The customer is merely requested to submit an offer to conclude a contract by placing an order.

(2)

The orderer can initially place our products in the shopping basket in our online shop without obligation and correct his entries at any time before sending the binding order by using the correction aids provided and explained for this purpose in the order process. By clicking the button "order with costs", the customer places a binding order for the goods contained in the shopping basket.

By placing an order, the purchaser accepts the General Terms and Conditions of Miller Custombike GmbH as applicable to the legal relationship.

(3)

We shall confirm the order by email within 2 days at the latest. With the order confirmation, we accept the orderer's offer of contract.

The respective product description shall become part of the contract.

### **§ 3 Prices & Shipping Costs**

(1)

All prices are quoted in EURO, including the statutory value added tax. Discounts and other reductions are generally not granted unless this has been expressly agreed.

The costs for packaging, shipping and insurance are not included in the price quotations are not included in the price quotations, they will be charged separately.

In the case of deliveries to non-EU countries, further customs duties, taxes or fees may be payable by the customer, but not to Miller Custombike GmbH. The customer is advised to enquire about the details with his competent customs or tax authority before placing the order.

(2)

Delivery will be made by post/DHL or cash on delivery, as selected by the customer. The flat rate for shipping costs (shipping costs post/DHL, packaging and insurance) depends on the weight of the parcel and amounts to between € 4.90 - € 13.90 (for national shipping), plus € 7.90 transmission fee for cash on delivery and is stated in the order process and in the order confirmation. The shipping costs of DHL can be viewed on our homepage.

(3)

Transport insurance :

Postal packages are insured up to € 500.00 // € 2500.00 value of goods.

If the customer is an entrepreneur, insurance for goods with a value of more than € 500.00 shall only be taken out upon express request.

(4)

The prices valid on the day of the order shall apply.

### **§ 4 Terms of payment & due date**

(1)

Payment can be made by cash on delivery, or by cash in advance.

For business customers there is also the possibility of payment by direct debit. (direct debit).

For orders and / or deliveries outside DE-Germany, payment can only be made by cash in advance.

(2)

We reserve the right to exclude certain payment methods in individual cases.

(3)

The purchase price is due immediately upon conclusion of the contract.

(4)

In the case of orders for special and customised products, as well as in the case of large order quantities, Miller Custombike GmbH reserves the right to demand a deposit of 50% of the value of the goods prior to commencement of performance.

## **§ 5 Delivery periods**

(1)

The delivery period for exhaust systems is 2-10 working days for accessories 2-5 working days.

The delivery period for payment in advance begins on the day after the orderer has given the payment order to the remitting bank or, in the case of other payment methods, on the day after conclusion of the contract and ends with the expiry of the last day of the period. If the last day of the time limit falls on a Saturday, Sunday or a public recognised public holiday at the place of delivery, such day shall be replaced by the next working day.

(2)

However, the delivery period shall only begin to run if all the documents and technical data that may be required from the purchaser for the execution of the order have been submitted to Miller Custombike GmbH. This applies in particular to custom-made products.

(3)

If, after conclusion of the contract, the purchaser requests changes to or deviations from the ordered goods, the delivery period shall begin to run again, starting from confirmation of the deviating order.

(4)

Miller Custombike GmbH is entitled to partial performance.

In the event of partial performance, the costs for packaging, shipping and insurance shall only be incurred once.

(5)

If Miller Custombike GmbH defaults on delivery, the purchaser may withdraw from the contract after setting a reasonable deadline, after which no delivery will be made.

## **§ 6 Retention of title & assignment in advance**

(1)

Miller Custombike GmbH shall retain title to the goods delivered by it until full payment of all principal and ancillary claims arising from the contractual relationship.

(2)

The retention of title also extends to the products resulting from processing, combining and mixing. Miller Custombike GmbH shall receive co-ownership of the resulting products through the combination or mixing of its goods in the ratio of the value of its material to the other related materials. The transfer of possession shall be replaced by the fact that the customer shall keep the goods in safe custody free of charge with the diligence of a prudent businessman.

(3)

The customer, who is an entrepreneur, is entitled to resell the goods in the ordinary course of business. If he sells the goods subject to retention of title, the claims arising from this shall be deemed to have been assigned to Miller Custombike GmbH without the need for further confirmation.

(4)

Attachments or other impairments of the property of Miller Custombike GmbH must be reported immediately.

## **§ 7 Statutory liability for defects & grounds for exclusion**

(1)

If the goods supplied by Miller Custombike are defective in a way that nullifies or reduces their value or suitability for the contractually stipulated use, the customer may demand subsequent performance within the statutory period of liability for defects.

If the subsequent performance is not effected within a reasonable period, the purchaser may withdraw from the contract or reduce the purchase price.

(2)

In the event of replacement delivery, rectification of defects or withdrawal from the contract, the goods received must be returned to Miller Custombike GmbH after prior notification.

The goods must be returned postage paid; the usual shipping costs will be reimbursed by Miller Custombike GmbH.

(3)

No liability for defects shall be accepted for malfunctions of the otherwise defect-free goods caused by improper installation. Due to the technical expertise required for assembly and the general safety regulations, assembly must be carried out by a specialist. Miller Custombike GmbH shall not be liable for assembly errors made by the customer.

(4)

No liability for defects shall be assumed for malfunctions that arise in particular because the customer has acted contrary to the operating, handling or maintenance instructions, or has made unauthorised or improper modifications to the delivery item.

## **§ 8 Liability & Limitation of Liability**

(1)

Liability for damage to the purchaser's body, health or life caused by the conduct of Miller Custombike GmbH and damage under the Product Liability Act shall be unlimited in accordance with the statutory provisions.

(2)

Insofar as Miller Custombike GmbH is not liable without limitation in accordance with the above paragraph (1), or on the basis of an assumed guarantee, liability for other damage is limited as follows:

Miller Custombike GmbH shall only be liable for other damages caused by slight negligence insofar as these are based on the breach of essential contractual obligations. These are, in particular, those contractual obligations whose fulfilment is essential to the proper performance of the contract and on whose observance the contractual partner could rely. The liability of Miller Custombike GmbH and its vicarious agents for simple negligence under this provision is limited to the foreseeable damage typical of the contract.

The provisions of this paragraph shall also apply mutatis mutandis to a limitation of the obligation to pay compensation for futile expenditure (§ 284 BGB).

(3)

Miller Custombike GmbH shall not be liable for damage for which it is not responsible.

## **§ 9 Right of withdrawal**

(1)

The consumer shall have a statutory right of revocation. Separate instructions shall be given regarding this and the consequences of revocation.

In addition, we have provided the revocation instruction and the model revocation form for consumers on our homepage ([www.miller-custobike.de](http://www.miller-custobike.de)) as a pdf for download.

(2)

The right of withdrawal does not apply to contracts for the delivery of goods that are not prefabricated and for whose manufacture an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

## **§ 10 Duty to examine and give notice of defects**

(1)

If the customer is an entrepreneur, he must inspect the goods upon receipt and report any defects without delay. Otherwise the goods shall be deemed to have been accepted without defects.

(2)

If the customer is a consumer and the packaging of the goods is obviously damaged, he shall arrange for the transport person to record the damage. If the transport damage can only be ascertained after the package has been opened, the customer should arrange for the damage to be recorded at the relevant post office in order to secure the documents necessary for the claims settlement by the transport insurance company.

## **§ 11 Choice of Law & Place of Jurisdiction**

(1)

The contractual relations between Miller Custombike GmbH and the purchaser shall be governed by the law of the Federal Republic of Germany. Excluded from this choice of law are the mandatory consumer protection regulations of the country in which the customer has his habitual residence.

(2)

The place of jurisdiction for all disputes arising from the contractual relationship and the place of performance between the orderer and Miller Custombike GmbH shall be the registered office of Miller Custombike GmbH, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.

## **§ 12 Severability clause**

Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

the validity of the remaining provisions shall not be affected thereby.

**Status: 07.03.2018**