

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

of the

Miller Custombike GmbH  
Königstrasse 1a  
91086 Aurachtal/ Münchaurach

Tel. 0049 (0)9132 7453 80  
Fax: 0049 (0)9132 7453 81  
E-mail: [info@miller-custombike.de](mailto:info@miller-custombike.de)  
Web: [miller-custombike.de/en](http://miller-custombike.de/en)

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 orderer 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 customer may initially place our products in the shopping basket in our online shop without obligation and correct his entries at any time before submitting 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. With his order, the purchaser accepts the General Terms and Conditions of Miller Custombike GmbH as authoritative for 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, 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 shall be made by post/DHL or cash on delivery at the customer's discretion. 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. Business customers also have the option of payment by 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) Handling fee - is a fee charged by companies to cover the administrative costs incurred by orders.

#### **§ 5 Delivery periods**

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

The delivery period shall commence in the case of payment in advance on the day after the orderer has issued the payment order to the remitting bank or, in the case of other payment methods, on the day after conclusion of the contract and shall end with the expiry of the last day of the period. If the last day of the period falls on a Saturday, Sunday or a public holiday recognised by the state at the place of delivery, the next working day shall take the place of such a day.

(2) However, the delivery period will only begin to run if Miller Custombike GmbH has received all the documents and technical data that may be required from the purchaser for the execution of the order. 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 will 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 of 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 ownership shall be replaced by the fact that the orderer shall store the goods free of charge with the due care 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 diminishes their value or suitability for the contractually stipulated use, the customer may demand subsequent performance within the statutory period of liability for defects. If subsequent performance is not effected within a reasonable period, the customer 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 will 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 will not be held responsible for assembly errors made by customers.

(4) No liability for defects will 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 changes 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 withdrawal. Separate instructions shall be given on this and the consequences of revocation. In addition, we have made the revocation instructions and the model revocation form available to consumers as a pdf-download on our homepage ([miller-custombike.de/en](http://miller-custombike.de/en)).

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

(3) In the case of uses which go beyond a necessary suitability test in each case, the trader may demand compensation for the loss he suffers as a result of no longer being able to resell the item as good as new. This includes, among other things, goods that have been put into operation or damaged.

(4) If a notice of defects proves to be unjustified, the customer shall reimburse the seller for all expenses incurred by him as a result.

## **§ 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 approved 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 orderer 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 customer and Miller Custombike GmbH shall be the registered office of Miller Custombike GmbH, insofar as 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.

Status: 27.04.2021