



Special Purchase Conditions

RIGHTS AND OBLIGATIONS OF THE CLIENT

All intellectual property rights, including those related to software, files, and products provided by SHOPTUNINGFILES, as well as preparatory materials and other items in the broadest sense, belong to SHOPTUNINGFILES. SHOPTUNINGFILES grants the buyer a limited, non-exclusive right to use the files for a single specific vehicle. These General Terms and Conditions (GTC) and/or the contract do not transfer any intellectual property rights to the buyer. Without explicit written permission from SHOPTUNINGFILES, the buyer is not allowed to modify, publish, reproduce, prepare for consultation or distribution on the Internet, or copy SHOPTUNINGFILES's works for any other uses than those intended. Buyers who purchase files for their clients are permitted to do so only once, for a specific client and vehicle. Any infringement of SHOPTUNINGFILES's intellectual property rights by the buyer will be considered a breach of contract, allowing SHOPTUNINGFILES to terminate or suspend the contract and seek compensation for damages incurred. In case of an infringement of SHOPTUNINGFILES's intellectual property rights, the buyer must also pay a penalty of €2,500 per infringement and €500 per day that the infringement continues, in addition to any other full compensation demanded by SHOPTUNINGFILES.

COMPLAINTS

Complaints about the work performed, delivered files and/or products must be reported in writing to SHOPTUNINGFILES within five (5) working days after delivery. If the defect could not reasonably have been detected within this period, the buyer must inform SHOPTUNINGFILES in writing within a reasonable period not exceeding one (1) month. In such a case, the buyer must prove that the defect could not have been discovered earlier. Complaints regarding the files must be submitted within the specified periods, with a detailed technical report, a log file, or an error code clearly showing the cause and evidence of the complaint. A complaint for non-compliance with the characteristics provided by SHOPTUNINGFILES will be considered if the results show a deviation of 15%. Complaints do not cancel the buyer's payment obligation. The buyer cannot delay or refuse payment due to a complaint, nor cancel or refuse payment for other services provided by SHOPTUNINGFILES. In case of a justified complaint about a delivered file or product, the buyer may choose to reject, repair, or replace the file or product, recalculate the invoice amount proportionately, or execute (or not) the order in whole or in part, proportionately to the complaint. Refunds are always made in the form of credits. SHOPTUNINGFILES will delegate the handling of complaints related to the proper functioning of a product to its supplier. The buyer agrees that SHOPTUNINGFILES will forward all complaints to its supplier, and that the buyer will resolve the complaint directly with the supplier. The buyer must allow SHOPTUNINGFILES and/or the supplier to investigate the complaint. If the buyer does not submit a complaint within the deadlines or fails to meet the proof obligations, all rights regarding the complaint become void. If the buyer installed the file using products other than those provided by SHOPTUNINGFILES of poor quality.

LIABILITY AND PERSONAL RESPONSIBILITY OF THE BUYER

The buyer acknowledges that the use of files and/or products may violate (local) legislation, be prohibited, or infringe on the rights of third parties such as car manufacturers. The buyer agrees to use the files, products, and the vehicle at their own risk, and is responsible for verifying whether this use is permitted. SHOPTUNINGFILES strongly recommends using the files and/or products only on private property or a test or race track. The buyer also acknowledges that the use of files and/or products may impose an additional load on the vehicle, for which they assume the consequences. SHOPTUNINGFILES is only responsible for direct damages resulting from a failure to meet its obligations or a defect in the delivered product. SHOPTUNINGFILES is never responsible for indirect damages, including loss of profits, temporary inability to use the vehicle, fines, loss of savings, business interruptions, or the expiration of manufacturer warranties. SHOPTUNINGFILES is not responsible for damages resulting from the buyer's failure to meet communication or research obligations, or from the incorrect or illegal use of files or products. SHOPTUNINGFILES reserves the right to limit or cancel damages incurred by the buyer, and the buyer must cooperate to minimize these damages. The buyer must indemnify SHOPTUNINGFILES for all third-party claims regarding damages resulting from the work provided or files and/or products delivered by SHOPTUNINGFILES, to the extent that SHOPTUNINGFILES is not responsible for these claims according to the provisions of this article. If the buyer has insured all risks related to this agreement or can refer to another right of warranty, they must indemnify SHOPTUNINGFILES for these risks. SHOPTUNINGFILES is excluded from any liability in the following situations (non-exhaustive list):

- Damage to equipment or the vehicle resulting from files or products delivered by SHOPTUNINGFILES
- Damage related to defects or specific parts of objects or files provided by SHOPTUNINGFILES
- Damage to the vehicle itself or objects in the vehicle during the installation of the files
- Damage resulting from incomplete or incorrect information provided by the buyer
- Damage resulting from an incorrect offer or quote from SHOPTUNINGFILES
- Damage resulting from recommendations or products or services provided by third parties to the buyer
- Damage resulting from the transport, temporary storage, or objects provided by the buyer for execution
- Damage resulting from the modification, deletion, or uninstallation of the provided files
- If the vehicle, files, or products were given to a third party for restoration or repair without SHOPTUNINGFILES's explicit consent
- If the defect is attributable to incorrect use, handling of the files and/or engine management system after delivery by SHOPTUNINGFILES, or if the fault is attributed to the buyer
- Personal injuries directly or indirectly related to files and/or products delivered by SHOPTUNINGFILES.

Before invoking a liability regime, the buyer must meet the conditions for the prompt and correct submission of a complaint and give SHOPTUNINGFILES the opportunity to take corrective measures. If SHOPTUNINGFILES does not have this opportunity, the buyer is not entitled to receive compensation. If SHOPTUNINGFILES is found responsible for a fault regarding the provided work and/or delivered files and/or products, its liability is limited as follows and in the following order:

- The amount recoverable from third parties and/or auxiliary persons involved
- The amount covered by SHOPTUNINGFILES's insurance.

If SHOPTUNINGFILES's liability is confirmed and not covered by the exclusions, its regulatory and/or contractual liability is limited to:

- Free recovery or new delivery of defective files or products, or
- Compensation equivalent to the amount indicated on the invoice for the files and/or products, not exceeding €1,000 (one thousand euros).

The sole exception to this limitation concerns damages caused intentionally or by gross negligence on the part of SHOPTUNINGFILES. The liability limitations stated in this article also apply to third parties engaged by SHOPTUNINGFILES for contract execution, allowing them to invoke these limitations directly.