

General Terms and Conditions for purchasing from the online-shop at www.sw-motech.com.





§ 1 General, area of application of the GTC


1.1 All sales, deliveries and services of SW-MOTECH are based solely on the following General Terms and Conditions adhering to the version current and valid at the time of order. Unless expressly agreed in writing, any diverging terms and conditions shall not be applicable.

1.2 Customers within the meaning of the present terms shall be both consumers as well as businessmen. In the context of the Terms and Conditions of Business, Contractors are natural entities, concluding contracts for a purpose other than commercial or in pursuit of their professional activities. In the context of the Terms and Conditions of Business, Contractors are natural or legal entities or legal private companies acting in the execution of their commercial or independent professional activities at the time of contract conclusion with SW-MOTECH.

§ 2 Contract conclusion, realization of the contract

2.1 The offer in our online-shop constitutes a binding offer to you for the conclusion of a contract with us. You can accept this offer by placing an order. The contract is concluded by sending your order to us. Errors excepted.

2.2 Once you have found the product you want, you can view it with no obligation to purchase by clicking on the product name. You can add the item to your shopping cart by clicking on the into shopping cart  button. You can change the contents of the shopping cart at any time by clicking on the open shopping cart  button or view the items with no obligation change/to check-out  **edit Cart / checkout** . You can remove the products from the shopping cart or change them by clicking on the delete  icons. If you want to purchase the products in the shopping cart, please click on the button proceed to step 2

 on the “Shopping cart” page.

The subsequent online ordering process comprises four additional steps, in which you have a choice of creating a customer account, entering your address information, choosing the payment and shipping method, and accepting our General Terms and Conditions. In the last step 5, you will again be provided with an overview of your order data and can check all information once more and delete or change them. You may also correct errors in your entries by using the back button in your browser or by cancelling the order process and starting a new.

To complete your purchase, please send the order to us. We will then send you a confirmation for the order via e-mail.

2.3 By ordering from our online-shop, the contract is concluded with:

SW-MOTECH GmbH & Co. KG
Ernteweg 8/10
35282 Rauschenberg

Phone: +49 (0) 64 25/81 68-05 0
Fax: +49 (0) 64 25/81 68-10

e-Mail: info@sw-motech.eu

§ 3 Storage of the contract text

We will save your order and the entered order information. We will send you an e-mail confirming the order and subsequently an order confirmation with all order details. You also have the option to print out the order as well as the General Terms and Conditions before you send the order to us. If you have created a customer account, you will have access to your order at any time.

§ 4 Cancellation policy

Right of revocation

You may return the received goods within 14 days without statement of reasons by sending the goods back. The term commences after the receipt of these conditions in text form (e.g. as letter, fax, E-Mail), but not prior to entry of the goods to the recipient (in case of repeated delivery of the same type of goods not prior to the receipt of the first partial delivery) and also not prior to the fulfilment of our informational obligations according to article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB and our obligations according to § 312g paragraph 1 sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. The timely dispatch of the goods or the return demand is sufficient for the adherence to the term. In any case the return takes place at our cost and risk. The return shipment or the return demand is to be addressed to:

SW-MOTECH GmbH & Co. KG
Ernteweg 8/10
35282 Rauschenberg

Fax: +49 (0)64 25/81 68 10

e-Mail: storno@sw-motech.eu

Consequences of revocation

In the case of a valid cancellation, mutually received services and, if necessary, drawn benefits (e.g. interest) are to be returned. Should you be unable to return the goods in full or in part, or only in a deteriorated condition, then you will be obligated to value replacement, if necessary. You shall not have to bear the loss of value of the merchandise arising from proper use of the item(s). Goods capable of being sent by parcel post are to be returned to us at our risk. You shall bear the regular costs of reshipment, if the delivered goods comply with the ordered goods, and if the price of reshipment does not exceed the amount of 40 Euro or if in the case of a higher price of the goods you have not yet performed the service in return or any partial payment as agreed upon by contract at the point in time of revocation. Otherwise, the return will be free of charge for you. Goods not capable of being sent by parcel post will be picked up from your address. Requests for re-compensation of payments must be met within 30 days. The period begins with the transmission of your statement or return of the goods, and for us following its/their receipt.

End of Cancellation policy

The right of revocation is not applicable if you are an entrepreneur under § 14 German Civil Code (BGB) and are engaged in according commercial or freelance business activities at the time of the contract's conclusion.

§ 5 Cost assumption agreement

In the event that you make use of the legal right of revocation according to § 4, you shall bear the regular costs of reshipment, if the delivered goods comply with the ordered goods, and if the price of reshipment does not exceed the amount of 40 Euro or if in the case of a higher price of the goods you have not yet performed the service in return or any partial payment as agreed upon by contract at the point in time of revocation. Otherwise, the return will be free of charge for you.

§ 6 Prices and shipping charges

All prices apply including the legal value added tax plus shipping charges. We deliver with German Parcel Service (DPD), Deutsche Post AG or another provider of our choice.

§ 7 Terms of delivery

7.1 Please refer the delivery times from the information in the articles.
If there's a delay in the delivery we inform you via email or make a part delivery.

7.2 Deliveries to non-European countries are subject to additional duties and fees. You find more information, e.g. under

http://ec.europa.eu/taxation_customs/dds/cgi-bin/tarchap?Lang=DE

and about import-turnover tax under

<http://auskunft.ezt-online.de/ezto/Welcome.do>

and special information for Switzerland can be found here

<http://xtares.admin.ch/tares/login/loginFormFiller.do>.

7.3 We deliver only to end customers in countries, where we do not have a dealer who does the local business. You find a list of our distributors, if you follow this link: [distributors](#)

§ 8 Payment terms

8.1 Payment may be made by credit card, cash on delivery, PayPalExpress, online transaction or direct debit (Sofortueberweisung). We reserve the right to exclude specific methods of payment. Purchase price becomes due immediately upon sending the order to SW-MOTECH.

In case of payment by credit card or direct debit we will debit the payer`s bank directly after the order is placed.

8.2 As soon as delay of payment comes into effect, interest will be charged on the sales price at an interest rate of 5% plus the current base lending rate. We reserve the right to prove and assert a higher loss due to the default of payment.

8.3 All goods supplied by us remain our property until complete payment. Before the property is changing a pledge, a chattel mortgage, a processing or remodelling of the products is not allowed without our permission.

§ 9 Warranty and liability

The warranty shall be in accordance with legal requirements.

§ 10 Customer service

Please feel free to contact us if you have any questions, complaints or claims. You can reach our customer service

- *during the motorcycle season from April to August:*
Monday through Thursday from 8:00 a.m. to 6:00 p.m.
Friday from 8:00 a.m. to 4:30 p.m.
- *outside the motorcycle season from September to March:*
Monday through Friday from 8:00 a.m. to 5:00 p.m.
Friday through 08:00 a.m. to 4:00 p.m.

At the telephone number +49 (0) 64 25/81 68-05 0 as well as via e-mail to Info@sw-motech.eu.

§ 11 Legal system, Place of jurisdiction

11.1 German law applies to the exclusion of CISG.

11.2 For customers concluding the contract for reasons other than commercial or in pursuit of their professional activities (consumer), this choice of law only applies to the extent that the granted protection is not withdrawn by imperative provisions of the law of the country, or state, the customer normally resides in.

11.3 For all disputes from the contractual relation, if the orderer is a merchant, a legal entity of the public right or a federal special fund under public law, the place of jurisdiction shall be the registered office of SW-MOTECH.

§ 12 Miscellaneous

12.1 The contract languages shall be German and English.

12.2 If one or more regulations of these General Terms and Conditions should be ineffective, then this shall not affect the validity of the remaining contract regulations. The content of this contract shall be governed by statutory provisions, insofar as the regulations are not invalid.