

## Terms & Conditions 2018/05/25

<b><u>GENERAL CONDITIONS OF SALE, DELIVERY and PAYMENT OF The Starting Grid hereafter referred to as "TSG"</u></b>	
<b>Definitions</b>	On all our supplies, offers, transactions and services apply the general supply conditions of The Starting Grid. In these general conditions, the terms following are used in the meaning mentioned below, unless explicitly indicated otherwise: TSG: The Starting Grid, the user of the general conditions; Buyer: the other party of TSG. Agreement: the agreement between TSG and the Buyer. Components: all the goods offered for sale by TSG including any goods, especially ordered components: components within the meaning of these general conditions that are usually not kept in stock and/ or have been purchased according to specifications and/or dimensions desired by the Buyer and/or have been manufactured customized for the Buyer and/or that have been designated as such by TSG on receipt or confirmation of the order. Services: the work performed by TSG or third parties engaged by them.
<b>General</b>	1- The provisions of these general conditions shall apply to any offer and shall be applicable to any agreement between TSG and a Buyer unless these conditions have been explicitly deviated from in writing by the parties. Any other proof besides written proof of such a deviation shall be excluded.
	2- The present conditions shall also apply to all agreements with TSG for whose execution TSG uses third parties.
	3- The general conditions of the Buyer only apply if it has been explicitly agreed in writing that they will apply to the agreement with the exclusion of these general conditions of TSG.
	4- If one or more provisions of these general conditions are void or might become void, the remaining provisions of these general conditions shall remain fully applicable. TSG and the Buyer will then consult in order to agree to new provisions in replacement of the voided provisions in which, if and to the extent possible, the purpose and the tenor of the original provision will be observed.
	5- The applicability of "Incoterms" is explicitly excluded.
<b>Offers and quotations</b>	1- All the offers and prices in catalogues and price lists are without engagement unless a period of acceptance has been mentioned in TSG's offer.
	2- The offers made by TSG are without engagement; they are valid for thirty days unless indicated otherwise. TSG shall only be bound to the offers if their acceptance is confirmed by the Buyer in writing within thirty days.
	3- The delivery times in TSG's offers are indicative and do not entitle the Buyer to a dissolution of the agreement or compensation if they are exceeded unless explicitly agreed otherwise in writing.
	4- The prices in the offers, catalogues, price lists and quotations are exclusive of VAT and other charges by the authorities and also exclusive of forwarding costs and any costs of transportation and packing unless explicitly mentioned otherwise.
	5- If the acceptance (on minor points) deviates from the offer included in the quotation TSG shall not be bound to it. In that case, the agreement is not concluded in accordance with this deviating acceptance, unless TSG indicates otherwise.
	6- A compound quotation shall not oblige TSG to deliver a part of the goods included in the offer or quotation at a corresponding part of the indicated price.

	7- Offers, prices in catalogues, price lists or quotations shall not automatically apply to repeat orders.
	8- The Buyer shall give the order in writing, mentioning the article number, description and brand name of the desired component. Oral and/or telephone orders are noted and accordingly processed by TSG at the Buyer's risk.
	9- By giving an order the Buyer also confirms to have received these general conditions, to know and to accept them as forming part of the agreement.
	10- An agreement with the Buyer becomes effective by TSG's acceptance of the order placed by the Buyer.
<b>Execution of the agreement</b>	1- TSG shall execute the agreement to the best of its knowledge and ability and in accordance with good professional standards. Everything on the basis of the state of the art known at that time.
	2- If, and to the extent that, a proper execution of the agreement so requires, TSG shall be entitled to have certain work performed by third parties.
	3- The Buyer shall ensure that all the data, of which TSG indicates that they are necessary or of which the Buyer should reasonably understand that they are necessary for the execution of the agreement, are provided to TSG in good time. If the data required for the execution of the agreement have not been provided to TSG in good time, TSG shall be entitled to suspend the execution of the agreement and/or to charge the additional costs following from the delay in accordance with the customary rates to the Buyer.
	4- TSG shall not be liable for any damage of whatever nature as a result of the fact that TSG has proceeded from the incorrect and/or incomplete data provided by the Buyer unless this incorrectness or incompleteness should have been apparent to TSG. Where applicable the burden of proof in respect of this recognizability lies with the Buyer.
	5- If it has been agreed that the agreement will be performed in phases, TSG may suspend the execution of those parts that belong to a next phase until the Buyer has approved the results of the preceding phase in writing.
	6- If TSG or third parties engaged by TSG perform work within the framework of the order on Buyer's location or a location designated by the Buyer, the Buyer shall provide the facilities reasonably desired by TSG and/or those third parties free of charge.
	7- The Buyer shall indemnify TSG against any claims of third parties, who suffer damage in connection with the execution of the agreement and which is attributable to the Buyer.
<b>Delivery</b>	1- Delivery is made to the Buyer or the third party to be designated by the Buyer ex TSG's warehouse, with a carrier being considered as a third party designated by the Buyer for these purposes, even if the order for transportation is given to the carrier by TSG.
	2- The Buyer shall be obliged to take delivery of the components at the time that TSG delivers, offers (or have others deliver, offer) them at the Buyer's place, or at the time that they are made available to him in accordance with the agreement. Refusal or failure of the Buyer to take delivery of the components offered to him for delivery shall not release the Buyer from his obligation to pay. 3- If the Buyer refuses or fails to provide information or instructions that are necessary for the delivery, TSG shall be entitled to store the goods at the Buyer's expense and risk. TSG shall not be obliged to deliver to the Buyer if the Buyer does not pay the costs of storage in advance.
	4- If the goods are delivered, TSG shall be entitled to charge delivery costs, if any. These will then be invoiced separately.

	5- If TSG requires data from the Buyer within the framework of the execution of the agreement, the delivery time shall commence after the Buyer has made the same available to TSG.
	6- If TSG has indicated a period of delivery, this will be indicative. An indicated delivery time shall never be an absolute deadline. If a period is exceeded, the Buyer must hold TSG liable in writing and set a reasonable period for fulfilment by TSG as yet, with a minimum of two weeks.
	7- TSG shall be entitled to deliver the components in parts unless this has been deviated from by agreement or no independent value can be attributed to the part delivery. TSG shall be entitled to invoice the goods thus supplied separately.
	8- If it has been agreed that the agreement will be executed in phases, TSG may suspend the execution of those components belonging to a next phase until the Buyer has approved the results of the preceding phase.
<b>Samples and models</b>	1- If a sample or model has been shown or provided to the Buyer, it is assumed that it is provided as an indication without the requirement that the product must comply with this unless explicitly agreed that the product will be similar to this.
	2- In agreements in respect of immovable property, the mention of the surface area or other dimensions and indications are also assumed to be meant as an indication only, without the property having to comply with this.
<b>Inspection, complaints</b>	1- The Buyer shall be obliged to (have others) inspect the supplied goods at the time of delivery, but at any rate within 24 hours. The Buyer must inspect whether the quality and quantity of the supplied goods correspond to the matters agreed upon, or at any rate comply with the requirements as applicable to normal business transactions.
	2- Any visible defects or shortages should be reported to TSG in writing within 24 hours after delivery. After this period and also complaints that have not been reported in writing are unable to result in any legal consequences.
	3- Also if complaints are lodged pursuant to the previous paragraph in good time, the Buyer shall remain obliged to take delivery and pay the components purchased. If the Buyer wishes to return any defective components, this will only be effected after TSG's prior written confirmation and in the manner as indicated by TSG.
	4- Components delivered in accordance with Buyer's order and also special components will not be taken back.
<b>Compensations, price and costs</b>	1- If TSG has agreed a fixed sales price with the Buyer, TSG shall nevertheless be entitled to increase the price.
	2- TSG may inter alia pass on price increases, if between the time of offering or the conclusion of the agreement and its execution, essential price changes have occurred with TSG's suppliers, and also for example in respect of exchange rates, wages, raw materials, semi-manufactured products and packing material.
	3- The prices used by TSG are exclusive of VAT and any other charges, and also possible costs to be incurred within the framework of the agreement including packing, shipment and administration costs unless indicated otherwise.
<b>Alteration of the agreement</b>	1- If during the execution of the agreement it turns out that it is necessary to alter or supplement the work to be performed, the parties shall adjust the agreement in good time and in mutual consultation.
	2- If the parties agree that the agreement will be altered and/or supplemented, the time of completion of the execution may be influenced and/or altered as a result. TSG shall inform the Buyer of this as soon as possible.
	3- If the alteration of and/or supplement to the agreement has foreseeable financial and/or qualitative consequences, TSG shall inform the Buyer about this in advance.

	4- If a fixed price has been agreed upon, TSG shall indicate, as well as reasonably feasible under the given circumstances, to what extent the alteration of or supplement to the agreement results in the fixed price being exceeded.
	5- The Buyer shall at all times be obliged to take delivery of and to pay the components and/or services that TSG has purchased and/or supplied within the framework of the altered agreement for the Buyer unless agreed otherwise.
	6- In deviation from the provisions of the above paragraphs, TSG shall not be able to charge any additional costs if the alteration or the supplement is the result of circumstances that can be attributed to it.
<b>Payment, interest and costs of legal assistance</b>	1- Unless agreed otherwise in writing, delivery by TSG shall only be affected by prepayment.
	2- If a Buyer wishes to qualify for deliveries on an account, he must apply for this to TSG. TSG shall never be obliged to allow buying on an account.
	3- Before delivery on an account is affected, the Buyer shall provide a direct debit mandate to TSG pursuant to which TSG can collect all the amounts due by the Buyer from Buyer's bank account. TSG will collect the amounts due by the Buyer 14 days after the invoice date. The Buyer shall be obliged to provide that the relevant bank account offers at all times sufficient balance or credit facility for the collection of invoices by TSG. Buyer's objections to the amount of an invoice shall not suspend his obligation to pay. If the collection of payments turns out to be impossible, TSG shall be entitled to suspend further deliveries or to stop them in full.
	4- If an invoice has not been paid or has been unable to be collected within 14 days after the invoice date, the Buyer shall be in default of payment by that mere fact, consequently without demand or notice of default being required. In that case, the Buyer shall owe an interest of 1.5% per month for the amounts due to TSG, with every month commenced counting as a full month.
	5- The Buyer shall be obliged to pay to TSG all the costs actually incurred by TSG, both judicially and extrajudicially, for the realization of its rights in respect of the Buyer or to defend itself against claims of the Buyer, including all the costs of legal assistance, also insofar as these costs are actually higher than the extrajudicial costs and/or payments for the legal costs that are usually granted by the court and also in the event that a dispute is settled to Buyer's advantage. The Buyer shall also owe the interest mentioned in paragraph 4 for these costs.
	6- In the event of liquidation, bankruptcy, attachment or suspension of payment or admission to a debt rescheduling arrangement of the Buyer, all TSG's claims on the Buyer shall be immediately payable. In such cases, TSG shall also be entitled to dissolve the agreement.
	7- The payments made by the Buyer shall in the first place be deducted from the costs, subsequently from the interest due and finally from the principal sum and the current interest.
	8- If the Buyer designates another sequence for the allocation TSG, without being in default, as a result, may refuse an offer of payment. TSG may refuse full payment of the principal sum if the current interest due and also the other costs are not paid as well.
<b>Retention of title</b>	1- All the components delivered by TSG, also including any designs, sketches, drawings, films, software (electronic) files etc. remain TSG's property until the Buyer has fulfilled all the obligations from the agreements concluded with TSG.
	2- The Buyer shall not be entitled to pledge or encumber in any other manner the components falling under the retention of title.

	3- If third parties attach the components delivered under retention of title or want to establish or enforce rights thereon, the Buyer shall be obliged to inform TSG of this as quickly as reasonably possible.
	4- The Buyer shall undertake to ensure and keep insured the components delivered under retention of the title against fire, explosion and water damage and also against theft and to make the policy of this insurance available for inspection on demand.
	5- The components delivered by TSG that fall under the retention of title may only be resold within the framework of ordinary business operations and never be used as means of payment.
	6- For the event that TSG wishes to exercise its ownership rights, the Buyer already gives unconditional and irrevocable permission to TSG or third parties to be designated by it to enter all those places where TSG's property is located and to grant again possession of that property, if required by means of disassembly and also in the event that any component has been used as element of another good. TSG shall not be liable for damage to other goods arisen by such revendication actions and the Buyer indemnifies TSG against possible claims of third parties.
	7- In the event that TSG takes back from the Buyer any components falling under the retention of title, TSG shall not be obliged to credit the entire historical invoice price.
	8- Components that are taken back under retention of title within one month after delivery will be credited for 75% of the invoice price, provided they are still in the original packing and are not damaged or apparently used. Components that are taken back under retention of title more than one month after delivery - provided they are in the original packing and have not been used - shall be credited for 75% of the original invoice price minus 10% for each subsequent month that has expired since the delivery with a month commenced being counted as a full month, everything with a minimum amount to be credited with 5% of the invoice amount. Components specially ordered and/or manufactured for the Buyer shall be credited for 5% of the invoiced price.
<b>Guarantee</b>	1- TSG guarantees that the components to be supplied meet the customary requirements and standards that can be set to them and are free from defects that are detrimental to the use of the components for the purpose for which they are intended.
	2- The provisions under 1. shall also apply if the components to be delivered are intended for the use abroad and the Buyer has explicitly mentioned this use to TSG at the time of the conclusion of the agreement.
	3- TSG gives a guarantee for the components delivered for a period of 3 months after delivery, however, with the restriction that if it concerns a component delivered by TSG that was manufactured by a third party, the guarantee shall at all times be restricted to the guarantee given by the manufacturer on the component. In deviation of this, no guarantee shall be given on components that according to their nature and construction are meant to be used and to wear out, such as brake and friction parts.
	4- If after return shipment pursuant to the provisions of article 7 paragraph 3 it turns out that the component delivered does not comply with the agreement, TSG shall be entitled, at its discretion, either to supplement the missing component, or to replace or repair the defective component within a reasonable period, which the Buyer will have to accept. In the event of replacement, the Buyer shall undertake already in advance to redeliver the item to be replaced to TSG.

	<p>5- Each guarantee claim of the Buyer lapses if: at TSG's discretion, the component has apparently been used within the framework of any form of sport, competition and also instruction, exercise or training for this purpose. The asserted defect has developed as a result of apparent inexpert, incompetent or improper use or incorrect assembly, and also if, without TSG's written permission, the Buyer or third parties have made alterations or have tried to make alterations to the item or have used it for purposes for which the component is not intended.</p>
<b>Suspension and dissolution</b>	<p>1- TSG shall be authorized to suspend the execution of the agreement or to dissolve the agreement if: The Buyer does not fully fulfil his obligations under the agreement in good time. Circumstances having become known to TSG after the conclusion of the agreement give TSG good cause to fear that the Buyer will not fulfil his obligations Also in the event that there is good cause to fear that the Buyer will only perform in part or improperly TSG shall be entitled to full suspension. The Buyer has been requested to provide security at the conclusion of the agreement for the fulfilment of his obligations from the agreement and this security is not forthcoming or insufficient. In a case as referred to in article 10 paragraph 6 of these general conditions. Suspension of the agreement by TSG does not release the Buyer from his obligation to perform.</p>
	<p>2- Furthermore TSG shall be authorized to have the agreement dissolved if circumstances occur which are of such a nature that performance of the agreement is impossible or according to the standards of reasonableness and fairness can no longer be required or if circumstances occur otherwise which are of such a nature that unaltered maintenance of the agreement may not be reasonably expected.</p>
	<p>3- If the agreement is dissolved on account of Buyer's shortcomings or on account of circumstances that are on account of the Buyer according to prevailing opinion, TSG shall be entitled to compensation, equal to 50% of the amount involved in the dissolved agreement (catalogue prices increased by VAT), without prejudice to TSG's right to full compensation if that is higher.</p>
	<p>4- In the event of dissolution TSG's claims on the Buyer shall be immediately and fully payable.</p>
<b>Return of goods made available</b>	<p>If TSG has made goods available to the Buyer in the execution of the agreement, the Buyer shall be obliged to return them in original condition, complete and free from defects within 14 days after TSG has delivered the components and/or the services to the Buyer. If the Buyer does not fulfil this obligation promptly he shall be in default without notice or demand and the Buyer shall be liable for compensation for all damage and costs resulting from this, including the costs of replacement at the then applicable replacement value.</p>
<b>Liability; its exclusion and restriction</b>	<p>1- If goods delivered by TSG are defective TSG's liability in respect of the Buyer shall be restricted to the matters arranged in these conditions under "Guarantees".</p>
	<p>2- If TSG is liable for direct loss or damage that liability shall be restricted to at most twice the invoice amount, or at any rate that part of the agreement to which the liability relates, or at any rate at most EUR 5,000.00 (in words: five thousand euros). TSG's liability is in addition at all times restricted to at most the amount that TSG's insurer will pay where applicable.</p>
	<p>3- Direct loss or damage exclusively means The reasonable costs to determine the cause and the extent of the loss or damage, insofar as the determination relates to lose or damage within the meaning of these conditions; Any reasonable costs incurred to have TSG's defective performance meet the agreement, unless this defect cannot be attributed to TSG; Reasonable costs incurred for the prevention or restriction of loss or damage, insofar as the Buyer demonstrates that these costs have resulted in restriction of direct loss or damage as referred to in these general conditions.</p>
	<p>4- In no event shall TSG be liable for indirect loss or damage, including consequential damage, lost profit, lost savings and loss or damage on account of business interruption.</p>

	5- The restrictions of the liability for direct loss or damage included in these conditions shall not apply if the loss or damage is due to TSG's intent or gross negligence.
<b>Transfer of risk</b>	The risk of loss or damage to the components that are the object of the agreement shall pass to the Buyer at the time at which they were delivered legally and/or actually to the Buyer and which are brought within the power of the Buyer or a third party to be designated by the Buyer as a result.
<b>Force Majeure</b>	1- The parties shall not be obliged to fulfil any obligation, if and as long as they are prevented from it as a result of a circumstance that is not due to negligence and is neither for their account pursuant to the law, legal act or generally current prevailing opinion.
	2- In these general conditions Force Majeure means in addition to the matters referred to in the law and jurisprudence all causes coming from outside, whether foreseeable or not, which TSG cannot influence, but as a result of which TSG is not able to fulfil its obligations. Strikes in the business of TSG are also included.
	3- TSG shall also be entitled to rely on Force Majeure if the circumstance that prevents (further) performance, commences after TSG should have performed his commitment.
	4- The Parties may suspend the obligations under the agreement during the period that the Force Majeure continues. If this period is longer than two months either party shall be entitled to dissolve the agreement without obligation to pay damages to the other party.
	5- In so far as TSG has already partly fulfilled its obligations from the agreement at the time of the commencement of the Force Majeure or will be able to fulfil this and independent value can be attributed to the part fulfilled or to be fulfilled, TSG shall be entitled to invoice the part already fulfilled or to be fulfilled separately. The Buyer shall be obliged to pay this invoice as if it were a separate agreement.
<b>Indemnifications (other)</b>	1- The Buyer shall indemnify TSG for claims of third parties in relation to rights of intellectual property on materials or data provided by the Buyer that are used in the execution of the agreement.
	2- If the Buyer provides information carriers, electronic files or software etc. to TSG within the framework of the conclusion and/or execution of the agreement he shall guarantee that the information carriers, electronic files or software are free from viruses and defects.
<b>Intellectual property and copyrights</b>	1- Without prejudice to the other provisions of these general conditions, TSG preserves the rights and powers to which TSG is entitled pursuant to the Copyright Act.
	2- The Buyer shall not be permitted to modify the components unless otherwise follows from the nature of the goods supplied or otherwise agreed in writing.
	3- Any designs, sketches, drawings, films, software and other materials or (electronic) files that have been realised by TSG within the framework of the agreement shall remain TSG's property, regardless whether they have been made available to the Buyer or to third parties, unless otherwise agreed.
	4- All the possible documents, such as designs, sketches, drawings, films, software (electronic) files etc. shall be exclusively intended to be used by the Buyer and may not be copied, made public or communicated to third parties without TSG's prior permission, unless something else follows from the nature of the documents supplied.

	5- TSG reserves the right to use possible increased knowledge on account of the execution of the work for other purposes, in so far as in the process no confidential information is communicated to third parties.
<b>Secrecy</b>	1- Both parties shall be bound to the secrecy of all confidential information that they have obtained within the framework of their agreement of one another or from another source. Information is confidential if one party has informed the other party of this or if this follows from the nature of the information.
	2- If pursuant to a statutory provision or a decision of the court, TSG is also bound to provide confidential information to third parties designated by the law or by the competent court and TSG cannot rely on the statutory right or right acknowledged or allowed by the competent court to refuse to give evidence, TSG shall not be bound to pay damages or compensation and the Buyer shall not be entitled to dissolve the agreement.
<b>Disputes</b>	1- The District Court in TSG's place of establishment is exclusively competent to take cognizance of any disputes unless the dispute on account of its size belongs to the Subdistrict sector of the District Court of the place of residence of the Buyer if the Buyer is the defendant. In addition, TSG reserves the right to submit the dispute to the competent court according to the law.
	2- The parties shall endeavour the utmost to settle a dispute in mutual consultation before turning to the court.
<b>Applicable law</b>	Dutch law shall apply to every agreement between TSG and the Buyer. The Vienna Sales Convention is explicitly declared inapplicable.
<b><u>In addition to our general</u></b>	<b><u>terms and conditions, you can find hereafter The Starting Grid's "Privacy statement"</u></b>
<b>General Data Protection Regulation</b>	Your privacy, at all time, is respected at The Starting Grid. All available company and contact information will be stored for business purpose between You and The Starting Grid only. The stored information complies the information you shared with us through the customer application form. Or as found on your own web-site. We do not collect data to sell to other parties.