

RENNtech, Inc. - Terms and Conditions

I. General

- A. The conditions stated hereinafter shall apply to all deliveries of goods and provisional services of RENNtech, Inc. Conflicting General Terms and Conditions of the respective contractual partner are exclusively rejected. Such General Terms and Conditions of a contractual partner shall not bind us even if we did not object to them explicitly or if we provide goods or services without reservation although we know about contrary or conditions.
- B. Deviations from our Delivery and Payment Conditions are therefore only binding, if they have been fixed in the respective contract in writing and have been confirmed in writing by us.
- C. Any typographical errors with purchases, whether it is the product, prices, shipping rates, shipping address or quantity of purchase, may result in cancellation.
- D. RENNtech shall in no way be held responsible for product issues that fall outside of the warranty expressed in the warranty clause of these terms and conditions. RENNtech shall not be held accountable for any product misuse, abuse, damage or loss.
- E. These terms and conditions and the transactions contemplated shall hereby be governed by, and construed and interpreted in accordance with, the laws of the Martin County, State of Florida, U.S.A., without regard to the choice-of-law principles thereof. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- F. RENNtech's intellectual property includes but is not limited to all present and future rights to intellectual property including inventions, improvements, trademarks, designs, copyright, and any corresponding property rights under the laws of any jurisdiction. All work products developed in whole or in part by RENNtech, Inc. is intellectual property of RENNtech and is not to be sold, distributed, or advertised without permissions by RENNtech, Inc.

II. RENNTECH SALES and RETURN POLICY

A. PRICING

- 1. Prices shown on www.RENNtechMercedes.com are effective 11APR2018, and are subject to change without notice due to changes in production costs, international exchange rates, or other factors. Prices shown do not include shipping and installation. Core fees may apply to some items. Core fees will be invoiced to the customer and are refundable upon core return. Florida State required sales tax will be charged whenever applicable.
- 2. Prices are excluding installation. Installation is billed on an hourly or pre-determined basis.
- 3. Packaging, freight, postage, insurance and delivery fees will be charged separately.
- 4. Sales Tax is not included and will be charged according to state laws.

B. INSTALLATION

- 1. Installation is available at select RENNtech resellers, contact your dealer for rates and prices. Installation is also available at RENNtech's facility in Stuart (Martin County), Florida. A 50% deposit is required when the order is placed. A 25% mid-progress deposit may be requested, with the balance due prior to delivery; such deposits are non-refundable. Unless otherwise agreed in writing, take-off parts will be stored for four (4) weeks following invoice date, at which time, ownership of these parts transfers automatically to RENNtech, Inc.

C. SHIPPING and HANDLING / INSURANCE

- 1. All orders, whether for parts or complete vehicles are shipped FOB RENNtech, Inc. in Stuart, Florida. Freight and transportation, as well as freight and transportation insurance, are the sole responsibility of the customer. RENNtech insures all shipments up to the RENNtech invoice amount. Arrangements for insurance at greater values can be made at the customer's request. All insurance expenses will be billed to the customer.

2. RENNtech, Inc. is not responsible for any damages that occur during shipping. Visible damages occurred during shipment need to be claimed with the shipper immediately and brought to RENNtech, Inc.'s attention within 24 hours. Claims for products that have been damaged during the shipment process, need to be made with the shipment company, not RENNtech. RENNtech takes responsibility for all products until pick-up by the shipment company.

D. OTHER FEES

1. Federal and state fees for proper disposal of tires, oil, etc. will be applied to a customer's invoice whenever applicable. Other fees, such as misc. shop supply fees, may be applied to jobs involving service and/or performance labor, which will be assessed at a sliding rate between 2% and 5%. Please ask for details.

E. PAYMENT

1. All invoices must be paid in-full prior to shipping.
2. In the event an account is placed with any third party for collection purposes, the customer is responsible, and agrees to pay, all costs of collection - including, but not limited to, reasonable attorney's fees. Any discounts or special pricing negotiated at the time of purchase will be automatically reversed, and the invoice will reflect current-at-date-ordered pricing, as shown in RENNtech's then-current price list.

F. RETURNS

1. Claims of shortages and defects must be made to RENNtech within 24 hours of receipt of merchandise. Damaged shipment claims must be made directly to the shipping carrier and are not the responsibility of RENNtech, Inc. Returns are subject to a 15% re-stocking fee, and must be shipped pre-paid by customer. Only new resale items will be considered for return. All returns must have prior authorization from RENNtech. No returns after 30 days of purchase.
2. In accordance with software industry standards, software purchased from RENNtech is considered used at the time of installation. If installed software is found to be defective, it is subject to replacement for a functional version of like software. Software cannot be exchanged for unlike software.

G. SPECIAL ORDER ITEMS

1. All Wheels and Exhaust articles are custom made products and declared as special-order items. Wheels and Exhaust articles along with all other special-order items require a 50% Deposit at the time of the order. Deposits on special order items are non-refundable.

H. CANCELLATION/TERMINATION

RENNtech reserves the right to cancel or terminate any accounts and/or orders where abuse or misconduct may be present. Violating any clauses listed in these terms and conditions are grounds for cancellation/termination.

III. RENNTECH WARRANTY

RENNtech's objective is to enhance the enthusiast's driving experience by designing and manufacturing the best performance and highest quality automotive products possible. RENNtech warrants that all RENNtech products are free from defects in material and workmanship.

A. FOR VEHICLES NOT COVERED BY THE ORIGINAL VEHICLE MANUFACTURER'S NEW CAR WARRANTY.

This warranty extends to the original owner only and is not transferable. The warranty begins on the date of purchase (invoice) and ends twenty-four (24) months from this date for parts, and twenty-four (24) months from this date for engine conversions. Due to the variety of modifications and changes made to Mercedes-Benz cars and/or engines that may affect the performance or durability of related components, RENNtech's obligation under this warranty extends only to the repair or replacement parts manufactured or sold by RENNtech and not for painting, labor, or other parts/components. To file a warranty claim, parts covered under warranty must be returned with proof of purchase, installation and removal date, date of part delivery, customer name and address, type of car, year, engine number, odometer reading, and VIN number.

No claims will be considered without valid proof of purchase, all this information and the original RENNtech part. Return freight charges must be prepaid by customer. COD returns will not be accepted. All parts replaced under warranty will become the sole property of RENNtech.

B. FOR VEHICLES COVERED BY THE ORIGINAL MANUFACTURERS NEW CAR WARRANTY.

This warranty extends to the original owner and is transferable. The warranty begins on the date of part purchase. If the vehicle is currently covered by the original vehicle manufacturer's new car warranty, RENNtech products are warranted for twenty-four (24) months or for the remaining term of the original manufacturers' warranty, whichever is longer. RENNtech will pay for the replacement part (new or remanufactured) and labor at the official Mercedes Benz standard warranty labor rate. Labor will only be covered under this warranty, if the original installation was performed at a RENNtech authorized facility.

To obtain service under this warranty, the vehicle must be brought, upon discovery of a defect in material and workmanship, to the workshop of any RENNtech authorized dealer, during normal business hours.

C. EXCLUSIONS FOR BOTH WARRANTIES (A AND B)

Parts showing evidence of misapplication, abuse, improper maintenance, alterations from their original configuration, or failure to follow installation instructions are expressly not covered by this warranty. RENNtech also reserves the right to make changes to products, or specifications at any time without obligation to modify earlier parts. No person, company, or other organization is authorized to assume for RENNtech any warranty responsibility or make binding judgments regarding warranties of any parts, which from time to time may become subject of a warranty claim.

D. RENNTECH'S LIMITED PRODUCT WARRANTY SPECIFICALLY EXCLUDES:

Shipping charges, towing and rental car charges, damage to a component or assembly due to installation of replacement parts with specifications that differ in any material respect from the original vehicle manufacturer's or RENNtech parts, damage resulting from the unauthorized modification of a RENNtech part, damage resulting from the use of other manufacturers products in conjunction with RENNtech product or system, damage to clutch due to power shifting or abuse, maintenance services and parts when replaced during maintenance such as spark plugs, lubricants, fluids, engine tune-up parts, replacement of filters, coolant and refrigerant, mechanical adjustments or repairs which result from normal wear and tear, drive belts, light bulbs, damage due to the failure to perform maintenance services at the specified intervals or in accordance with the instructions in the owner's manual from the original vehicle manufacturer or RENNtech product instructions, damage attributed to negligence, improper installation, improper treatment contrary to the instructions in the owner's manual from the original vehicle manufacturer or RENNtech product instructions, damage resulting from improper or contaminated fuel, damage to a RENNtech component as a result of a collision or improper collision repairs, any vehicle/products operated and used in a competitive event, custom designed competition parts, incidental and /or consequential damages, including loss of time, inconvenience or loss of the use of the vehicle. RENNtech's Warranty Policy only applies to RENNtech vehicles and products sold in the US and Canada.

E. ECU Re-Flashes

Re-Flashes of the upgraded RENNtech ECU Software are free of cost to the original owner of the Software during the OEM product warranty period (4 years from the purchase date).

After expiration of OEM warranty and for second owner of RENNtech ECU Software upgraded vehicles, RENNtech charges a service fee of \$500 (\$200 for participants in the RENNtech Membership program) for re-flash. Customers who wish to convert their ECU bench Tune to an HHT can do so for a fee of \$1250 in addition to a sliding scale cost of the new tune. (Please consult our product specialists for specific cost.)

After 6 years RENNtech does not offers re-flashes of ECU Tunes. Original owners of the ECU tune who wish to upgrade their tune will receive a Preferred Discount (15 %) on the purchase of new tune. ECU Software is VIN# -specific and can't be used in any other vehicles.

PLEASE NOTE: Due to the nature of ECU Programming and Hand Held Tuner Software products are non-returnable and non-refundable. Software products that have been deemed defective the RENNtech Product Warranty covers an in-kind exchange of the product.

IV. RENNtech MOTORSPORT

All products declared as RENNtech Motorsport products are intended for Motorsport applications on closed circuit racetracks only or for export. They are not intended to be installed on vehicles for use on public roads in the United States. All performance modifications and installations are at the customers' own risk. RENNtech, Inc. holds no responsibility either implied or otherwise for mechanical, electrical or other failure when using any aftermarket performance products. Items sold for off-road use only are illegal in many states and countries and are intended for racing vehicles which may never be used on a public road. By purchasing any aftermarket performance product, the customer takes full responsibility for any use, and/or misuse of the product and agrees that RENNtech, Inc. holds no responsibility for any consequences, legal, or other, of such use and/or misuse.

V. RENNtech WEBSITE AND OFFICAL WEB PRESENCES

A. Images

All products and images shown on www.renntechmercedes.com, www.renntechusa.com, www.renntechcars.com and associated pages and social media channels are only for informational purposes and may change due to continuous product development. Products may not exactly correspond to the images. Prices, images and product description are subject to change without notice. RENNtech is not responsible for typographical errors.

B. Accounts

To access some features of the RENNtech website, you may be required to register, and We may assign to you, or you may be required to select, a password and user name or account identification. If you register, you agree to provide Us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information.

RENNtech reserves the right to terminate any accounts if false or incomplete information is provided by the account creator.

User is responsible for protecting the security and confidentiality of the password and identification assigned to you. You shall immediately notify Us of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with these Terms, and We have no obligation to investigate the authorization or source of any such access or use of this Site. YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY SELECTED BY, OR ASSIGNED TO, YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.

C. Electronic Communications

When you use this Site, or send emails to Us, you are communicating with Us electronically. You consent to receive communications from Us electronically. We will communicate with you by e-mail or by posting notices on this Site or through our other services. You agree that all agreements, notices, disclosures and other communication that We provide to you electronically satisfy any legal requirements that such communications be in writing.

D. Rights in User Content

Except as otherwise provided in these Terms, on this Site or in a separate agreement with Us, we claim no ownership or control over any User Content. However, by submitting or posting User Content on this Site, you grant to Us a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on this Site and on third-party sites and mobile applications and in all other media or formats, whether currently known or hereafter developed, for any purpose and without any compensation to you. You also grant users of this Site the right to access your User Content in connection with their use of this Site.

By posting User Content to this Site, you represent and warrant that (a) such User Content is non-confidential; (b) you own and control all of the rights, title and interest in and to the User Content or you otherwise have all necessary rights to post and use such User Content to this Site and to grant to Us the rights that you grant in these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with this Site, do not and will not violate these Terms or any other of Our applicable terms, guidelines or policies or any applicable law, rule or regulation.

VI. RENNtech Online-Store

A. Purchases on this Site

You agree that all your transactions with or through this Site may, at Our option, be conducted electronically from start to finish. If We decide to proceed non-electronically, those transactions will still be governed by the remainder of these Terms unless you enter into different terms provided by us. You are responsible to print or make an electronic copy of these Terms and any other contract or disclosure that we are required to provide to you.

The risk of loss and title for items purchased by you on this Site pass to you upon our delivery of the items to the carrier pursuant to a shipment contract.

B. Sales Tax

We charge sales tax for merchandise ordered on this Site based on the applicable state sales tax rate of the location to which the order is being shipped.

C. Shipping and Delivery

1. Terms and dates of delivery are only approximately information, provided that such terms and dates have been designated in writing and explicitly as binding. The term of delivery for purchase order commences the day of confirmation of order by us.

However, the commencement shall not be affected before clarification of all technical and commercial details as well as presentation of permissions, if necessary.

In case of force majeure, such as delayed deliveries by the subcontractor, strike, lock-out, shortage of material, official actions as well as other acts of God, the respective term of delivery respectively term of performance shall be extended with the period between the commencement and the cessation of such event.

2. Order placed before 3pm EST will be normally processed the same business day. Orders placed after 3pm EST will normally be processed within 24 business hours. RENNtech reserves the right to delay any shipment in order secure proper shipment of functional and complete parts.
3. When We ship to you or per your directions to another person, you agree to pay the shipping and any handling charges shown on this Site when your order is placed. We reserve the right to increase, decrease and add or eliminate charges from time to time and without prior notice, so you agree to check all charges before placing an order or signing up for a service. Any shipping or handling charges may or may not reflect actual costs.

D. Payments

Payments in the RENNtech Online-Store can only be made through the PayPal interface. Either through the guest check out with MasterCard, Visa or American Express or your PayPal Login. By submitting your order, you represent and warrant that you are authorized to use the designated card or method and authorize us to charge your order (including taxes, shipping, handling and any other amounts described on the Sites) to that card or other method. If the card (or other method) cannot be verified, is invalid, or is not otherwise acceptable, your order may be suspended or cancelled automatically.

E. Returns

All returns are governed by our Return Policy, which can be found in Section II "RENNtech SALES and RETURN POLICIES".

F. Availability

All items are subject to availability and We reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue products or services without notice, even if you have already placed your order. All prices are subject to change without notice. We reserve the right to refuse or cancel any orders placed for products and/or services which the sale or use of such product and/or service in your state or jurisdiction is restricted or prohibited.

G. Miscellaneous

We attempt to be as accurate as possible and eliminate errors on this Site; however, we do not warrant that any product, service, description, photograph, pricing or other information is accurate, complete, reliable, current or error-free. In the event of an error, whether on this Site, in an order confirmation, in processing an order, delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of such error is to cancel your order and obtain a refund.