Guarantee Conditions
Superior Leichtmetallräder Germany GmbH grants to all end customers a guarantee of 5 years from the date of purchase for light alloy wheels of the trademarks ATS, ARL and ALUCOTEC and with the lapacings steril- ing-black, diamond-black, racing-grey, graphite, graphite-matt, titanium, matt-black, diamond-brown, diamond-grey, diamond-silver, for blem- sport wheels as well as polished, full carbonized and multicolor anodized light alloy wheels. This guarantee is not valid, if the light alloy wheel goods are free from any defects at the time of delivery to the end customer. Defects occurring in the deadwood phase of the sales warranty will be remedied at our expense within reasonable time after notification of the defect, at our discretion either by repair or replacement. The purchaser is not in a position to require or in our unreasonable effort, we may re- ceive the objects from the purchaser at the expense of the defect. In case of defects the customer may as a remedy: return the object to the delivery point, replacing the object. The customer shall notify us in a written form to Superior Leichtmetallräder Germany GmbH of the existence of defects in the object for the purpose of exercising the guarantee. This guarantee does not apply to any kind of damage after delivery to the end customer, ordinary wear and tear, non-compliant treatment and usage, faulty assembly including any other deterioration of the wheels for other reasons than initial defect. If the light alloy wheels have been assigned to a vehicle which is not approved by a General Operating License (ABE) or a parts certificate (TGA) or if the requirements and instructions according to the ABE or TGA have not been observed, the guarantee will be excluded.

The improper mounting of the light alloy wheels will also result in the exclusion of the guarantee. Before mounting the light alloy wheels, thoroughly clean the vehicle mounting points (nut, stud, contact surface) from rust and dirt. Moreover, check that no impurities on the vehicle's wheel contact surface (e. g. brake disc re- gurgitation fluid, dust) can impair the proper performance of the light alloy wheel and cause a high risk to the wheel. Only the filters defined by the German technical surveillance agency (TGA) are accepted in the event of a light alloy wheel defec- ting a torque wrench. When using impact wrenches it is important to note the tightening instructions on the wheel cover, i.e. 3/4 of the defined degree. They must be tightened using a torque wrench. The wheel bolts must be tightened at least 3 times.

If the wheels have been painted by a third party (complete re-painting or new painting) the guarantee will elapse immediately. Guarantee claims of the customer based on a defect of the purchased product which has occurred after the expiration of the warranty period shall be excluded. In the event of any additional claims of the customer against us as producer according to the purchase agreement, the warranty period will be excluded.

Maintenance instructions
To ensure that you will be able to enjoy your light alloy wheels for a long time, we recommend the following:

The light alloy wheels should be cleaned at regular intervals, in particular:
- before and after being driven on dusty roads,
- after the tire has been re-sealed, as well as
- after the doors have been closed, as these may cause the light alloy wheels to be removed over time due to the material's view.

The wheel will only be damaged if the rim gets unalloyed, i.e. if the rim gets affected. We recommend cleaning intervals of about 2 weeks.

Other cleaning services do not cause an extension or rest of the guaran- teed period. Replacement parts will become our property. This guarantee does not affect the statutory right of withdrawal. Replaced parts will become our property. Should the vehicle owner, however, become eligible for the guarantee, the vehicle owner is entitled to prove the amount of the actual expenses to be lower. Should the vehicle owner not do so, we reserve the right to make good the defects caused directly by our defects. Should the vehicle owner not do so, we reserve the right to make good the defects caused directly by the vehicle owner.

Conditions of Sale, Delivery and Payment
Our deliveries, services and offers in business transactions with en- terprises (BGB), a legal entity, under public law or a special fund un- der public law are based exclusively on the following conditions. These General Terms and Conditions of Sale are the complete and sole basis of any contract relations even if they are not expressly agreed upon again. We reserve any rights to adjust prices and delivery conditions. We do not obligate ourselves even if we do not object expressly to them in the individual case.

1. Offer/Prices

1.1 All offers are subject to change and non-binding.

1.2 All deliveries are ex works according to our offer or order confirma- tion. Delivery is made at the prices valid on the day of the conclusion of the contract. The legal risk of ownership passes to the purchaser upon handover of the goods. Any claims due to a change in the respective price list or other costs in line with transportation conditions. A notice of complaint note “acceptance subject to later inspection” is not sufficient in the event of a change in price. In case of any disputes regarding transportation damage must be accompanied by a copy of the freight receipt/delivery note with a relevant note to us.

5. Warranty

5.1 Defects in the goods which can be detected during a proper inspec- tion must be reported to us immediately, at the latest within two weeks after discovery. Any other defects which do not yet prejudice the proper performance of the goods must be reported to us immedi- ately, at the latest within two weeks after discovery. The notification must be in writing and the defect must be defined as to type and extent of the defects. Failure to notify us in due time will invalidate the warranty right.

5.2 If the goods are defective and the purchaser has duly notified us in accordance with Section 5.1, the purchaser is entitled to the statutory rights with the following proceedings:

a) We shall be entitled at our discretion to deliver a replacement or to remedy the defect.

b) We reserve the right to make two attempts at subsequent perfor- mance. If the defect does not occur at the same time, we are entitled to stop the performance of the contract. In case of an insignificant defect there is no right of withdrawal.

5.3 In the event that accessories, multisection-wheels, anodized and polished, full chrome, multi-segment-wheels, the appliances are damaged in line with transportation conditions. A notice of complaint note “acceptance subject to later inspection” is not sufficient in the event of any defects.

5.4 Any returns due to the notification of defects are to be notified in writing to us in detail in the form of a complaint, before the goods are returned. We will initiate collection by parcel service or forwarder only if we have agreed to accept returns, otherwise we reserve the right to refuse acceptance. In case the notification of a de- fect is legitimate, we shall reimburse the costs of the cheapest dispatch route; this shall not apply if the costs increase because the delivery from the delivery point to the return address exceeds the relevant value at our option.

5.5 In the event that accessories, multisection-wheels, anodized and polished, full chrome, multi-segment-wheels are processed, mixed or commingled with other objects that are not our property, we acquire the joint ownership in the new object in propor- tion to the value of our object included in the new object. The new object is entitled to collect the assigned claim against the factor to us. The new object is entitled to collect the assigned claim against the factor to us.

10. Retention of title

10.1 We retain the title in the goods delivered by us until the full payment of all our claims through all current contracts.

10.2 If we combine our goods with other goods that are not our property, we acquire the joint ownership in the new object in propor- tion to the value of our object included in the new object. The new object is entitled to collect the assigned claim against the factor to us. The new object is entitled to collect the assigned claim against the factor to us.

10.3 If the purchaser sells the claim in the context of real factoring, the purchaser assigns the receivables from the factor to us and our claim as secured debt.

13. Final provisions

13.1 These General Terms and Conditions of Sale shall also apply to future business transactions with the customer. The purchase due to intent or gross negligence is not excluded. All claims and Conditions of Sale and Conditions of Delivery time became bar-time exclusively according to the statutory limitation peri- od.

7.3 Other special statutory provisions on the statute of limitations, in par- ticular § 438 para. 1 no. 1, para. 3, 444, 445b BGB remain unaffected.

8. Payment

8.1 If not otherwise agreed in individual cases, Superior Leichtmetall- räder Germany GmbH only makes deliveries against advance payment. The invoice amount is payable net within 14 days from the invoice date without any other payment terms have been agreed on explicitly. No discount is granted for payments in advance. Discounting charges are to be borne by the purchaser. If cheques, bills of exchange or other payments are not honored, all claims under the business relationship (including claims not yet due) become due and payable immediately. In these cases and also in a third party default in the payment in the context of financial situation we only deliver against advance payment in the period thereafter. The exchange of cheques and notes is accepted only on account of performance. The acceptance does not constitute a defect of the main claim. If sev- eral claims are owed, then the obligations must be fulfilled in accordance with the order of Superior Leichtmetallräder Germany GmbH and several purchase prices are to be paid, instalments are always offset to the earliest due date payment claim, regardless of any credit provision by the purchaser.

9. Right of setoff of retention

The purchaser has a right of setoff only if its counter-claims are legally enforced claims and not yet barred. The business rela- tionship against the purchaser.

10.1 We retain the title in the goods delivered by us until the full payment of all our claims through all current contracts.

10.2 If we combine our goods with other goods that are not our property, we acquire the joint ownership in the new object in propor- tion to the value of our object included in the new object. The new object is entitled to collect the assigned claim against the factor to us. The new object is entitled to collect the assigned claim against the factor to us.

10.3 If the purchaser sells the claim in the context of real factoring, the purchaser assigns the receivables from the factor to us and our claim as secured debt.

10.4 If the purchaser sells the claim in the context of real factoring, the purchaser assigns the receivables from the factor to us and our claim as secured debt.

10.5 Should the realizable value of securities in vested exceed our actual claims, the balance of payment can be credited to the respective accounts of the customer and thereby offset against the respective obligations of the customer. If the customer is not able to provide us with security, we are entitled to resell the goods and to invoice the proceeds of the sales to the customer.

10.6 The customer may sell the reserved goods at no cost to us and for ordinary commercial appeal to the factors. Superior Leichtmetallräder Germany assigns to the factor the claim against the customer and accordingly marks the packaging materials with the respective reserve goods. The reserve goods remain our property, we acquire the joint ownership in the new object in proportion to the value of our object included in the new object. The new object is entitled to collect the assigned claim against the factor to us. The new object is entitled to collect the assigned claim against the factor to us.

10.7 The pledging of reserved goods or assignments by way of security regarding the reserved goods or the assigned claims is not permitted. We are to be notified immediately and comprehensively of any access to the reserved goods or claims assigned by indicating the pledge. The purchaser shall bear the cost of any interventions. The authority of the purchaser to dispose of the reserved goods and to collect the as- signed claim against the factor to us.”

13. Final provisions

13.1 These General Terms and Conditions of Sale and Conditions of Sale not only in the language in which the contract has been concluded (contractual language), but also in a different language, this is only meant to clarify the interpretation, the version written in the contractual language shall apply.

13. Final provisions

13.1 These General Terms and Conditions of Sale and Conditions of Sale not only in the language in which the contract has been concluded (contractual language), but also in a different language, this is only meant to clarify the interpretation, the version written in the contractual language shall apply.

Version of June 2018