

## Terms of Service

### General information

1. The company TPT Motorsport Holding Ltd., hereinafter referred to as "TPT" is registered in the commercial register in England under the number 09440690.
2. After placing the order, TPT sells and delivers optimized automotive software for engine management systems, tuning hardware and tuning software.
3. Unless otherwise agreed in writing, the following terms and conditions apply to all services on this website.
4. TPT only accepts your own terms and conditions, not the ones of the buyer.
5. TPT reserves the right to change the terms and conditions at any time. The current terms and conditions can always be found on the website of TPT.
6. TPT will not inform your buyers whenever they change the terms and conditions, as they are always kept up to date on the TPT website.

### Offers and contracts

1. All TPT offers are non-binding and are valid for a period of 14 days unless otherwise agreed in writing.
2. A contract is always concluded when both parties sign this, or when an order in the online shop is sent by the buyer, this is considered accepted by TPT.
3. All prices and information on the website of TPT have been created with great care. However, if errors have crept in by mistake, then TPT has the right to correct them without liability for the damage.
4. TPT is not obligated to accept all orders and can not be obligated to compensation or damages.
5. TPT requires the correctness of the information given by the buyer when transmitting the software data. Sämtliche defects on the vehicle MUST inform the buyer when submitting the order. TPT is not liable for damage to the vehicle.
6. All information, files and delivered software products are the intellectual property of TPT

### Operation in the delivery of automotive software

1. TPT only processes unencrypted files from master devices and their own slave structure. The buyer orders the software through TPT's webshop and pays in advance with previously purchased credits.

TPT then creates with great care the ordered software for the buyer and uploads them in the user panel, so that the buyer can download them afterwards. The processing time ranges from one hour to one working day.

2. All delivery instructions from TPT are non-binding. The mere non-compliance with the delivery time does not constitute a non-performance of the contract. If the delivery time can not be met, TPT will inform the buyer immediately.

3. The buyer submits all necessary data to TPT.

#### Working process for the delivery of tuning hardware or software

1. If the product is handed over to the shipping company, it is considered delivered.

2. TPT organizes the transport at the risk and expense of the seller. Payment is made here by Paypal or bank transfer.

3. The products are all delivered by mail to the buyer's address. If it is a software, such as. WinOLS then the dispatch takes place by email.

4. The specified delivery time is usually adhered to, but is not binding.

5. After receipt of the goods, the buyer must check these immediately and complain about defects.

#### Payment system and payment

1. Payment for the vehicle software (tuning file) is made exclusively via credits. These must be purchased by the buyer before ordering the vehicle software and are not transferable.

2. Prices are always in Euro and include VAT.

3. TPT is entitled to adjust prices once a year according to the consumer price index.

4. Price increases are not specified separately, but are directly visible in the shop.

#### Intellectual property

1. Sämtliche supplied tuning files, vehicle software, as well as other products that are manufactured directly by TPT, are the intellectual property of TPT and are to be understood as a license to use. Sale, display, transfer or duplication of these products is simply prohibited!

2. A violation of TPT's intellectual property entitles TPT to claim damages.

3. In each case, the buyer is obliged to pay a contractual penalty of € 3,000.-. Furthermore, TPT reserves the right to assert the resulting total damage.

#### complaints

1. Complaints must be made in writing for delivered files within 24 hours, for all other products within 5 days. These must be as detailed as possible. For tuning files, an error memory expression must always be appended with the appropriate error codes.
2. Complaints relating to performance data and achievement of the tuning values specified by TPT will not be accepted, unless the result has a deviation of more than 20% of the stated values. TPT will immediately try to deliver a modified software.
3. The submission of complaints does not exempt the buyer from his payment obligations. The buyer does not have the right to postpone or refuse payment.
4. If the claim of the buyer is justified, he has the right to a new delivery of the tuning file.
5. The buyer is not entitled to a refund. See also "No refund policy".

#### warranty

1. TPT assumes no liability for the proper functioning of the files, but confirms that should a file not work, they should be revised free of charge and promptly.
2. The installation of the tuning files is carried out by the buyer, for which we assume no liability.

#### Winol's Reseller Database:

1. TPT provides automated projects for sale through a reseller feature of EVC / WinOLS.
2. Payment is in credits.
3. These must be previously purchased by the buyer.
4. The download is fully automatic
5. TPT requires certain knowledge from the buyer for the final inspection of the tuning projects, or at least for checking for serious errors in the software.
6. TPT presupposes that the buyer can at least serve WinOLS and recognize the differences.
7. If the buyer is missing a bug in the project software, this TPT must be reported immediately.
8. TPT will correct this error immediately and provide the buyer with the new file.

9. TPT is in no way liable for errors in the software.

#### Liability of the buyer

1. The buyer is aware that any changes to the vehicle of his customers, in particular a change in software, lead to the revocation of the operating license for the customer, should he not register the changes in the vehicle documents.
2. The buyer is informed that he uses all files at his own risk and informs his customers if he considers this necessary.
3. TPT assumes no liability here and the buyer further declares that he will indemnify and hold TPT harmless in all respects.
4. TPT therefore recommends that all files that are not permitted under the Highway Code should only be tested on private facilities or on the racetrack.
5. The buyer is aware that vehicles with more power over the software are exposed to heavier loads and are aware of the consequences.
6. TPT is not liable for defects resulting from inadequate fulfillment of the contractual obligations or for defects in the delivered software.
7. TPT shall under no circumstances be liable for any damages, including consequential damages, replacement vehicle procurement, fines or voiding the manufacturer's warranty.
8. TPT is not liable for damages caused by failure to comply with the information and examination obligations of the buyer. TPT can not be held liable for incorrect or incomplete information provided by the buyer to its customers.
9. Claims for damages by third parties against TPT are excluded.
10. TPT excludes all liability towards third parties and the buyer on hardware, body and life in all cases.
11. If a liability occurs, which does not provide liability, then TPT is liable with the sum of the purchase price, or the paid credits, but with a maximum of 500 €.

#### Retention of title

1. The goods remain the property of TPT until full payment.

## indemnification

1. The Buyer undertakes to indemnify and hold TPT harmless in all claims for damages of third parties, even if it can cause damage.

## Severability clause

Should individual provisions of this contract be ineffective or unenforceable or become ineffective or unenforceable after the conclusion of the contract, this shall not affect the validity of the remaining provisions of the contract. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision, the effects of which come as close as possible to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

## jurisdiction

All points are subject to English law and are to be paid to the English Commercial Court.

TPT reserves the right to change the jurisdiction.