

# General Terms and Conditions of Sale and Service

**Rex Performance**

CVR / VAT No.: DK42124397

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## 1. Scope of Applicability and Basis of Agreement

**1.1 Scope.** These General Terms and Conditions of Sale and Service ("GTCS") apply to all sales and deliveries of products, spare parts, software optimizations (including ECU and TCU tuning), and associated services provided by Rex Performance, CVR No. DK42124397 ("the Company") to the buyer or client ("the Customer").

**1.2 Basis of Agreement.** Together with the Company's offers and written order confirmations, these GTCS constitute the entire agreement between the parties ("the Agreement"). Any conflicting, contrary, or additional purchasing terms and conditions in any purchase order or other communication from the Customer shall not apply and shall not be deemed accepted by the Company unless expressly confirmed by the Company in writing.

**1.3 Amendments.** Amendments or additions to the Agreement are only valid if agreed upon in writing by both parties. The Company reserves the right to amend these GTCS at any time with thirty (30) calendar days' notice by posting the updated terms on its website.

**1.4 Legal Status.** In business-to-business transactions, each party shall immediately notify the other party in writing if it changes its legal status, enters into bankruptcy or restructuring proceedings, or initiates voluntary liquidation.

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## 2. Offers, Purchase Orders, and Order Confirmations

**2.1 Offers.** Unless otherwise specifically stated therein, all offers made by the Company are open for acceptance within ten (10) to fifteen (15) calendar days from the date of issue and are always subject to prior sale and the availability of the goods offered.

**2.2 Purchase Orders.** All purchase orders issued by the Customer must be submitted in writing and shall specify, as a minimum, the type and quantity of goods or services requested, applicable unit prices, delivery place, and requested delivery dates.

**2.3 Order Confirmations.** No purchase order shall be binding on the Company unless and until confirmed by the Company in writing. If the Company's order confirmation deviates from the Customer's order, and the Customer does not wish to accept the diverging terms, the Customer must notify the Company in writing within three (3) business days of receipt of the order confirmation. Otherwise, the Customer shall be bound by the order confirmation.

**2.4 Modification and Non-Returnable Custom/Ordered Goods.** The Customer may not modify or cancel a placed order without the Company's prior written consent. **Please note:**

There is strictly no right of return, cancellation, or refund on any specially ordered products (procurement goods) or custom-manufactured products once payment has been processed and the order has been placed.

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### 3. Prices and Terms of Payment

**3.1 Prices.** The prices for products, spare parts, and services shall be those set forth in the Company's order confirmation or current price list at the time of confirmation, unless otherwise agreed in writing. All prices are exclusive of VAT, customs duties, impositions, shipping, and any other sales, use, excise, or similar taxes imposed by any governmental authority.

**3.2 Mileage and Expenses for Services.** Driving in the Company's own vehicles in connection with on-site performance of services shall be reimbursed by the Customer according to the standard mileage rates set by the Danish state. Any expenses for board, lodging, and travel in connection with the performance of services shall be reimbursed by the Customer at cost.

**3.3 Payment.** Unless expressly stated otherwise in the Company's order confirmation or invoice, payment shall be made upon issue of the invoice (net cash) without any offset, counterclaim, or deduction. The Company may, in its sole discretion and at any time, require payment in advance, cash on delivery, a bank guarantee, or a letter of credit.

**3.4 Late Payment.** If the Customer fails to pay any invoice by the due date, the Company is entitled to charge interest from the due date until payment is made at the rate of 1.5 percent per month. Furthermore, if the Customer fails to pay an overdue invoice within seven (7) calendar days of the due date (or fourteen (14) days following written demand), the Company may, in addition to charging interest and exercising any other remedies available at law:

- (i) suspend delivery of any ongoing purchase order or any remaining balance thereof until payment is made in full, and/or
- (ii) terminate the affected order(s) and demand advance payment for any undelivered products or services.

**3.5 Retention of Title.** Title to all delivered goods and spare parts shall remain vested in the Company and shall not pass to the Customer until the purchase price, including any accrued interest and costs, has been paid in full. Until title has passed to the Customer, the Customer must insure all delivered goods to their full replacement value. If the Customer fails to pay any invoice within fourteen (14) calendar days of the due date, the Company is entitled to repossess the goods covered by the invoice.

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## 4. Terms of Delivery, Inspection, and Late Delivery

**4.1 Delivery.** Unless expressly stated otherwise in the order confirmation, all deliveries of goods shall be made as fast as possible in accordance with Incoterms (EXW / Ex Works for international shipments). The risk of loss of or damage to the goods shall pass to the Customer in accordance with the agreed delivery term. The Company reserves the right to deliver prior to the agreed delivery date and to make deliveries in instalments.

**4.2 Inspection and Acceptance.** The Customer must thoroughly inspect all goods and services immediately upon receipt/delivery. The Customer shall be deemed to have accepted the goods and services delivered unless written notice of rejection specifying the exact nature of the defect or transport damage is received by the Company immediately and no later than five (5) calendar days after delivery.

**4.3 Late Delivery.** The Company assumes no liability for delays in shipments caused by third-party transport or courier companies. If the Company anticipates a delay, it will notify the Customer. If the Company fails to deliver goods or services within fourteen (14) calendar days of the agreed delivery date due to reasons for which the Customer is not responsible, and fails to deliver within a reasonable grace period of at least thirty (30) calendar days following written notice, the Customer may terminate the affected part of the purchase order by providing written notice to the Company. This right of termination constitutes the Customer's sole and exclusive remedy for late delivery.

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## 5. Warranty and Claims

**5.1 Products and Spare Parts.** Unless otherwise required by mandatory law, the Company warrants in business-to-business transactions that upon delivery and for a period of six (6) months from the date of delivery (and up to a maximum of twelve (12) months from original delivery for replaced parts), new goods purchased hereunder will conform in all material respects to the applicable specifications and be free from material defects in workmanship, material, and design under normal use.

**5.2 Brand-Specific Warranties.** All products from the brands **RTMG, FMS, V-Maxx, Wagner Tuning, XYZ, and Ragazzon** are governed strictly and exclusively by the respective manufacturer's own warranty provisions.

**5.3 Services.** The Company warrants that workshop and technical services (excluding ECU/TCU tuning, cf. Section 6) will be performed in a workmanlike manner and be free from material defects in workmanship for a period of twelve (12) months after delivery.

**5.4 Exclusions.** The warranty does not cover:

- (i) Wearing parts (including, but not limited to, clutches, brake components, and similar wear items),
- (ii) Normal wear and tear, or lack of reasonable maintenance and care,

- (iii) Damage resulting from misuse, improper or incorrect installation, negligent handling, accidents, racing/track use, or use contrary to the Company's or manufacturer's instructions,
- (iv) Repairs, modifications, or alterations carried out by anyone other than the Company.

**5.5 Remedies.** With respect to goods or services that do not conform to the warranty, the Company's liability is strictly limited, at its sole election, to: (i) repair of such goods or services, (ii) replacement of such goods, or (iii) refund of the purchase price less a reasonable amount for usage; provided, however, that written notice of the defect is submitted immediately and the defective goods are returned to the Company at the Customer's expense and risk within fourteen (14) calendar days after the Customer discovered or ought to have discovered the lack of conformity. Save as expressly set forth in this Section 5, the Company makes no other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

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## 6. Special Terms for Performance Parts and ECU / TCU Tuning

**6.1 Racing Purpose and Regulatory Compliance.** The Company offers products and software modifications designed to enhance engine performance and increase horsepower and torque, developed specifically for racing and motorsport purposes. Unless otherwise agreed in writing, the Company does not warrant that performance parts or tuning services comply with public road traffic regulations, noise limits, or emission standards in Denmark or any other jurisdiction.

**6.2 Assumption of Risk (ECU and TCU Tuning).** By ordering and accepting ECU (Engine Control Unit) and/or TCU (Transmission Control Unit) tuning services from the Company, the Customer expressly acknowledges and agrees that:

- ECU and/or TCU tuning involves modifying the software and operating parameters of the vehicle, which directly affects performance, component wear, fuel efficiency, and emissions.
- ECU and/or TCU tuning may void the vehicle's manufacturer or dealer warranty in whole or in part.
- Tuning may result in the vehicle no longer complying with emission standards, homologation, or other regulatory requirements for road use.

**6.3 Disclaimer of Liability and Performance Guarantees.** The Company makes no warranties or representations, express or implied, regarding the suitability, reliability, specific horsepower/torque gains, or improvements in fuel efficiency resulting from performance parts or ECU/TCU tuning. **Under no circumstances shall the Company be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with performance parts or ECU/TCU tuning services, including—but not**

**limited to—failure of or damage to the vehicle's engine, turbocharger, transmission, gearbox, drivetrain, or any other components.** The Customer assumes full responsibility for any repairs or modifications needed as a result of tuning or performance upgrades.

**6.4 Customer Responsibilities.** The Customer is solely responsible for:

- Ensuring that the vehicle is in sound and fault-free mechanical condition prior to the installation of performance parts or performance of ECU/TCU tuning.
- Using the vehicle responsibly and recognizing that increased power output requires more frequent maintenance, servicing, and inspections.
- Informing their insurance provider and relevant motor vehicle authorities of any ECU/TCU tuning or performance modifications made to the vehicle.

**6.5 Indemnification.** The Customer agrees to fully indemnify and hold harmless the Company, its affiliates, owners, and employees from and against any and all claims, liabilities, penalties, fines, damages, or expenses (including third-party or regulatory claims) arising out of or related to the installation or use of performance parts and/or ECU/TCU tuning services.

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## 7. Limitation of Liability and Product Liability

**7.1 Indirect and Consequential Damages.** Neither party shall be liable to the other for any indirect, special, incidental, consequential, or punitive damages of any nature, including—but not limited to—business interruption costs, loss of production, loss of profit, loss of time, removal and/or reinstallation costs, procurement costs, fines, loss of data, injury to reputation, or loss of goodwill.

**7.2 Liability Cap.** The Company shall not be liable for any claims based on compliance with the Customer's designs, specifications, or instructions, or use of goods in combination with unauthorized third-party parts. The Customer's total recovery from the Company for any claim shall never exceed the net purchase price paid for the specific goods or services giving rise to such claim (and in ongoing business relationships, capped at 15 percent of the net annual sales invoiced to the Customer in the preceding calendar year), irrespective of the legal basis of the claim.

**7.3 Product Liability.** The Company shall only be liable for product liability to the extent such liability is mandated by non-derogable statutory law. The Customer shall indemnify and hold the Company harmless to the extent the Company incurs product liability towards any third party beyond such mandatory statutory liability.

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## 8. Intellectual Property Rights and Confidentiality

**8.1 Ownership.** Full ownership of all intellectual property rights—including software, tuning files, maps, calibrations, patents, utility models, designs, trademarks, and

copyrights—relating to the products or arising in connection with the Company's services shall remain vested in the Company (or its licensors). The Customer is granted a non-exclusive license to use the delivered items solely for their intended purpose and may not copy, extract, reverse-engineer, or redistribute any tuning software or files.

**8.2 Infringement.** If any standard goods delivered hereunder are held to infringe a third party's intellectual property right, the Company will, at its own option and expense: (i) procure for the Customer the right to continue using the goods, (ii) replace or modify the goods to make them non-infringing, or (iii) refund the purchase price of the goods less a reasonable depreciation for usage (35 percent per year since delivery). The foregoing states the Company's sole and entire liability for intellectual property rights infringement.

**8.3 Confidentiality.** The Customer shall not disclose, publish, or improperly use the Company's trade secrets, pricing, technical data, or any other non-public information. This obligation shall remain in force indefinitely following the termination of the parties' business relationship.

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## 9. Processing of Personal Data (GDPR)

**9.1 Compliance and Purpose.** The Company processes personal data in strict compliance with the General Data Protection Regulation (GDPR) and applicable Danish data protection laws. Information provided by the Customer (such as name, address, email, telephone number, vehicle registration/VIN, and order details) is treated as confidential and used solely in connection with order processing, delivery, customer communication, and statutory accounting requirements.

**9.2 Storage and Disclosure.** The Company stores personal data only for as long as necessary to fulfill the purposes for which it was collected or as required by law. The Company will never sell, exchange, or unlawfully disclose personal data to third parties, except where necessary to fulfill the order (e.g., shipping carriers), where the Customer has consented, or where disclosure is required by a public authority or law.

**9.3 Data Subject Rights.** The Customer has the right to request access to, rectification of, or erasure of their personal data from the Company's database, as well as the right to restriction of processing, data portability, and objection in accordance with the GDPR. Requests regarding personal data can be directed to Rex Performance via email or telephone.

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## 10. Force Majeure

**10.1 Excusable Delay.** Neither party shall be liable for any delay or failure in performance (other than payment obligations) if caused by any occurrence or contingency beyond its reasonable control ("Force Majeure"), including—but not limited to—acts of God, war,

terrorism, insurrection, riots, fire, floods, earthquakes, explosions, epidemics/pandemics, strikes, lock-outs or other labor disputes, vandalism, supply chain shortages, or governmental acts.

**10.2 Extension and Termination.** The obligations of the excused party shall be extended on a day-to-day basis for the duration of the Force Majeure event. If such interruption continues for a period in excess of thirty (30) calendar days, either party shall have the right to terminate the affected contract(s) of sale without liability upon written notice to the other party.

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## 11. Miscellaneous, Governing Law, and Jurisdiction

**11.1 Severability.** Should any provision of these GTCS be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be modified in compliance with the law to give effect to the original intent of the parties, and all other terms and conditions of these GTCS shall remain in full force and effect.

**11.2 No Waiver.** Failure of either party to enforce any provision of these GTCS on any occasion shall not constitute a waiver of such provision or any other provision(s) of these GTCS.

**11.3 Governing Law.** These GTCS and all contracts of sale and service entered into with the Company shall be governed by and construed in accordance with the laws of Denmark, without giving effect to any choice of law or conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

**11.4 Jurisdiction.** Any dispute, suit, or proceeding arising out of or in connection with these GTCS or the parties' business relationship shall be instituted exclusively before the competent courts of Denmark at the Company's venue, without prejudice, however, to the Company's right to bring proceedings before any other court having jurisdiction over the Customer.

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## 12. Acknowledgment and Signature

*(Applicable for separate written acceptance, including prior to ECU/TCU tuning services)*

Date: \_\_\_\_\_

**For the Customer:**

Name / Company: \_\_\_\_\_

Signature: \_\_\_\_\_