

General Terms and Conditions

1. The provider and the scope of the terms and conditions

When the contract is concluded on the seller's side of the contract partner: MIZU Europe GmbH, represented by the shareholder and Chairman of the Board David Zupritt, Hofwissenstrasse 17, CH-8260 Stein am Rhein, E-Mail: info@mizu-marine.ch. The terms and conditions shall apply exclusively, and in the case of the conclusion of the contract, as amended.

2. The conclusion of the contract

After receipt of a purchase order (telephone, Fax, or Internet) to the seller, an examination of the order and in case of acceptance of the order, an order confirmation by Fax or by E-Mail or in any other suitable Form. The acceptance of the order generally remains subject to change. The contract is concluded with the Declaration of acceptance by the seller.

3. Prices and reservation of service

All prices listed are gross prices in Swiss francs (CHF) incl. VAT in accordance with Swiss Law.

All prices quoted are non-binding. We reserve the right to make price changes and price corrections, as well as the possibility of delivery. We also reserve the right to supply an equivalent replacement if an item is not available. Reference is made to the customer's right of withdrawal and thus also to his right to return the goods (see the following regulation under point 5).

4. Payment and delivery arrangements

There are the following methods of payment accepted:

A Prepayment plus costs for packaging, shipping and transportation. These costs will be charged separately. Other payment options can be agreed separately in writing. Payment of the purchase price is due upon conclusion of the purchase contract. The total price of the order is to be paid free of costs and charges and without deductions. The seller is entitled to make temporary partial deliveries if part of the ordered goods are temporarily unavailable. Additional shipping costs shall be borne by the seller in any case. The shipping costs according to the item description apply. The seller bears the risk of damage during transportation. The same applies to the risk of accidental loss and accidental deterioration of the goods sold. If the buyer is in default of acceptance, the seller may claim compensation for any damage incurred as a result, whereby the buyer reserves the right to prove that the damage is lower.

5. Right of withdrawal

The consumer is entitled to cancel the contract in accordance with the following instructions:

The buyer can revoke his contractual declaration within 14 days without giving reasons in text form or by returning the goods. In the case of deliveries of goods, the period only begins on the day after receipt of the goods if the buyer has received this instruction at this time and the aforementioned obligations have been fulfilled. Timely dispatch of the revocation or the goods is sufficient to comply with the revocation period. The revocation or return is to be sent to the seller at the address stated in Section 1. In the event of an effective revocation or effective return, the services received by both parties must be returned and any benefits derived (e.g. benefits of use) surrendered. If the buyer is unable to return the goods or services received at all or only in part or only in a deteriorated condition, he may have to pay compensation. This does not apply to the surrender of goods if the deterioration of the goods is exclusively due to their inspection – as would have been possible in a store, for example – or to their intended use. In addition, you can avoid the obligation to pay compensation for any deterioration caused by the intended use of the item by not using the item as if it were your property and by refraining from doing anything that could impair its value. The buyer must bear the costs of returning the goods if the goods delivered correspond to those ordered and if the price of the goods to be returned does not exceed CHF 60.00 or, if the price of the goods is higher, if the buyer has not yet provided the consideration or a contractually agreed partial performance at the time of revocation. Otherwise the return shipment is free of charge for the buyer.

6. Right of withdrawal excluded

Commercial sales, custom-made products and replacement silencers that are fitted with a specific tailpipe design at the customer's request are excluded from returns.

7. Returns

The return forms enclosed with the delivery must be used for returns. These should be completed in full, with customer number, article number etc., and enclosed with the consignment. Returns that are sent carriage forward cannot be accepted.

The shipping costs for the return shipment must be paid by the customer.

8. Complaints

Faulty, damaged or incorrectly delivered goods will be exchanged upon receipt. For clarification of the facts and further coordination of the exchange modalities, please

contact us directly before returning the goods. This is a request without legal obligation and without any disadvantages in the event of non-compliance. The goods can only be returned in conjunction with a returns form available from us. In the event of a warranty claim, the goods must be returned to us for a warranty decision.

9. Warranty period

Unless otherwise agreed, the warranty period is two years from delivery of the goods. The warranty period is reduced to one year for the purchase of used products. Consumers are requested to report obvious defects in the goods in writing within two weeks of receipt. Failure to do so shall not affect the buyer's statutory warranty claims. Defective items will be replaced immediately. Consumers have the choice of whether subsequent performance is to take the form of repair or replacement. The seller is entitled to refuse the type of supplementary performance chosen if it is only possible at disproportionate cost and the other type of supplementary performance is without significant disadvantages for the consumer. If the supplementary performance fails, the customer may, at his discretion, demand a reduction of the remuneration (reduction) or rescission of the contract (withdrawal) as well as compensation for damages. In the case of only minor defects, the customer shall not be entitled to withdraw from the contract. If the customer chooses compensation for damages, the following limitations of liability shall apply.

10. Liability for damage

Liability for contractual breaches of duty and tort is limited to intent and gross negligence. This shall not apply in the event of injury to the life, body or health of the Buyer, claims for breach of primary obligations and compensation for damage caused by delay. In this respect, the seller shall be liable for any degree of fault. Insofar as the Seller's liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of employees, workers, staff, representatives and vicarious agents. Within the aforementioned scope, the seller is not liable in particular for non-specific product-related information and tips that are offered free of charge, as well as for hyperlinks that refer to third-party offers.

11. Reservation of ownership

The goods shall remain the property of the seller until final payment has been made. If the goods delivered subject to retention of title are combined or mixed with other items, the seller shall acquire co-ownership of the new item or the mixed stock in the ratio of the value of the goods subject to retention of title (invoice amount including VAT) to the other mixed items at the time of mixing.

12. Approval / Technical information

The products sold lose their approval if they are modified without authorization. The general operating license of the vehicle expires if parts without approval are used. The certificates are the property of MIZU Europe GmbH. These reports are protected

by copyright and may not be made publicly accessible or reproduced or distributed without the consent of MIZU Europe GmbH. Any infringement will be prosecuted.

13. Place of fulfillment, place of jurisdiction, applicable law

The place of delivery of the ordered goods shall be the seller's head office stated in the purchase contract. The exclusive place of jurisdiction for all present and future claims arising from the business relationship with merchants, including claims arising from bills of exchange and checks, shall be Schaffhausen. The same place of jurisdiction shall apply if the buyer has no general place of jurisdiction in Switzerland, moves his domicile or usual place of residence out of Switzerland after conclusion of the contract or his domicile or usual place of residence is unknown at the time the action is brought. Otherwise, the place of jurisdiction for claims of the seller against the buyer shall be the buyer's place of residence. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply. Only Swiss law shall apply.

14. Privacy

The buyer's data required for processing the order is stored and, if necessary, passed on to cooperating companies as part of order processing with the seller. All personal data will of course be treated confidentially. Data is exchanged with other service providers for the purpose of credit checks. The legitimate interests of the buyer are taken into account.

15. Liability for Links, and other content of third parties

Links (online connections) to websites operated by other providers, irrespective of ownership, are provided for use without obligation – with or without special advertising. The operators of these sites are solely responsible for their content. Should one of these links give cause for complaint, please inform us as soon as possible.

16. Invalidity of individual provisions

Should individual provisions of the GTC be ineffective or invalid, the effectiveness/validity of the remaining provisions shall remain unaffected.

17. Other

The General Terms and Conditions (GTC) listed above are also made available to the customer in normal written form.

18. Payment options DOMESTIC and FOREIGN

18.1 Initial order

Advance payment: deliveries abroad are exclusively settled against an advance payment. Separate agreements require written confirmation.

18.2. Payment from abroad

For payments from abroad our IBAN has to be specified (refer to your invoice or request for payment)

Kantonalbank Schaffhausen 8201 Schaffhausen

If you fail to do so, we will charge you directly for all costs incurred by us, e.g. bank charges etc.

19. Shipping notes

Unless otherwise agreed, will apply to each delivery, a shipping fee. This depends on the size and weight of the shipping package. The corresponding cost can be obtained. For deliveries abroad, the actual shipping cost will be charged. All shipping costs are to be paid without any deduction. We reserve the right to deliver orders partially. Deliveries abroad can only be made as a complete delivery.