

## **General Terms and Conditions Scheffers Engineering**

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## Article 1 - Definitions

In these conditions:

1. Reflection period: the period within which the customer can make use of his right of withdrawal;
2. Customer: this can either be a private customer (see art1.3) or a business customer (see art1.4) further on in this general terms and agreements the different kind of customer will be specified when needed.
3. Private customer: the natural person who does not act in the exercise of profession or business and enters into a distance contract with the entrepreneur;
4. Business customer: A party that receives or consumes products (goods or services) and operates under the name of a official registered business and enters into a distance contract with the entrepreneur;
5. Day: calendar day;
6. Transaction Duration: a distance contract relating to a series of products and / or services, the supply and / or purchase obligation of which is spread over time;
7. Durable data carrier: any means that enables the consumer or trader to store information that is addressed to him personally in a way that makes future consultation and unaltered reproduction of the stored information possible.
8. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
9. Model form: the model withdrawal form that the entrepreneur provides that a consumer can fill in when he wants to make use of his right of withdrawal.
10. Entrepreneur: the natural or legal person that offers products and / or services to consumers at a distance;
11. Distance contract: an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products and / or services, up to and including the conclusion of the agreement only one or more communication techniques are used. distance;
12. Technique for distance communication: means that can be used for concluding an agreement, without the consumer and trader being in the same room at the same time.
13. General Terms and Conditions: these General Terms and Conditions of the entrepreneur.

## **Article 2 - Identity of the entrepreneur**

Name: Scheffers Engineering

Address: Flatmo – 8960 Velfjord

Telephone: +4790968537

E-mail: [info@scheffersengineering.com](mailto:info@scheffersengineering.com)

Brønnøyregisterne : 915 408 788

### Article 3 - Applicability

1. These general terms and conditions apply to every offer from Scheffers Engineering and to every contract and orders between Scheffers Engineering and (private and business) consumer.
2. Before the contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by Scheffers Engineering and they will be sent free of charge as soon as possible at the request of the consumer. These General Terms and Conditions are included on [www.scheffersengineering.com](http://www.scheffersengineering.com) also.
3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that the consumers can be easily stored on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be observed electronically and that they will be sent free of charge at the request of the consumer by electronic means or otherwise.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the consumer may in the event of conflicting general terms and conditions always invoke the applicable provision that most favorable.
5. If one or more provisions in these general terms and conditions at any time in whole or in part are null and void or destroyed, then the agreement and these conditions remain valid and the stipulation concerned will be replaced by a stipulation that the scope of the original approached as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Lack of clarity about the explanation or content of one or more provisions of our conditions, should be explained 'in the spirit' of these general conditions.

### Article 4 - The offer

1. If an offer is of limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. Scheffers Engineering is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the offered products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If Scheffers Engineering uses images, these are a true reflection of the offered products and / or services. Obvious mistakes or errors in the offer do not bind Scheffers Engineering.
4. All images, specifications, data in the offer are indicative and cannot lead to compensation or dissolution of the agreement.
5. Images for products are a true reflection of the products offered. Entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
  - o the price including taxes;
  - o the possible costs of shipping;
  - o the manner in which the agreement will be concluded and which actions are necessary for this;
  - o whether or not to apply the right of withdrawal;
  - o the method of payment, delivery and execution of the agreement;
  - o the period for accepting the offer or the period within which Scheffers Engineering guarantees the price;
  - o the level of the tariff for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic tariff for the means of communication used;
  - o whether the agreement is filed after the conclusion, and if so, how this can be consulted for the consumer;
  - o the way in which the consumer, prior to the conclusion of the agreement, can check the data provided by him under the agreement and repair them if necessary;
  - o the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
  - o the minimum duration of the distance contract in case of an extended transaction.

## **Article 5 - The contract**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the corresponding conditions.
2. If the consumer has accepted the offer electronically, Scheffers Engineering will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance is not confirmed by Scheffers Engineering, the consumer can dissolve the agreement.
3. Scheffers Engineering can - within legal frameworks - inform whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If Scheffers Engineering based on this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request, motivated or to attach special conditions to the execution.
4. With the product or service Scheffers Engineering will send the following information in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
  - a. the visiting address of the business location of the trader where the consumer can go with complaints;
  - b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing service after purchase;
  - d. the information included in article 4 paragraph 3 of these conditions, unless Scheffers Engineering has already provided this information to the consumer before the execution of the agreement;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
6. In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.
7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

## **Article 6 - Right of withdrawal standard trade products**

1. When purchasing standard trading products, the consumer has the option to terminate the contract without giving any reason within 14 days. This cooling-off period commences on the day following receipt of the trading product by the consumer or a representative appointed in advance by the consumer and made known to Scheffers Engineering. This includes products that clearly indicate this. This includes electronic components.
2. During the reflection period, the consumer will handle the trading product and packaging carefully. He will only unpack or use the product to the extent that is necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories and - if reasonably possible - in the original condition and packaging to Scheffers Engineering, in accordance with the reasonable and clear instructions provided by Scheffers Engineering.
3. If the consumer wishes to make use of his right of withdrawal he is obliged to make this known to Scheffers Engineering within 14 days after receipt of the product. The consumer must make known by email. After the consumer has made it known that he wishes to make use of his right of withdrawal, the consumer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by means of a proof of shipment.
4. If the customer has not made it known that he wishes to make use of his right of withdrawal or withdrawal after the expiry of the terms mentioned in paragraphs 2 and 3. the product has not been returned to Scheffers Engineering, the purchase is a fact.

## **Article 7 - Costs in case of withdrawal**

1. If the consumer exercises right of withdrawal, at most the costs of returning the goods are the customer's.
2. If the consumer has paid an amount, Scheffers Engineering will refund this amount as soon as possible but no later than 14 days after cancellation.

## **Article 8 - Exclusion of right of withdrawal special products**

1. Scheffers Engineering can exclude the right of withdrawal of the consumer for special products as described in paragraph 2. In the case of Scheffers Engineering's products it is most likely the case that
2. Exclusion of the right of withdrawal is only possible for products:
  - a. that have been created by Scheffers Engineering in accordance with the specifications of the consumer, which counts for most of Scheffers Engineering products;

- b. (standard) products that are made on order for customer
- c. that are clearly personal in nature;
- d. which cannot be returned due to their nature;
- e. for electronic components that cannot be checked from a distance if they are faulty.

### **Article 9 - The price**

1. During the period mentioned in the offer, the prices of the offered products and / or services will not be increased, except for price changes due to changes in VAT rates.
2. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if Scheffers Engineering has stipulated this and:
  - a. they are the result of statutory regulations or stipulations; or
  - b. the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services can be included VAT or excl. VAT, this will be clearly mentioned in the offer.
6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the case of printing and typing errors, Scheffers Engineering is not obliged to deliver the product at the wrong price.

### **Article 10 - Conformity and Guarantee standard trading products**

1. The warranty period of Scheffers Engineering' standard trading products corresponds with the manufacturer's guarantee period. However, Scheffers Engineering is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
2. The guarantee does not apply if:
  - o The consumer uses the delivered products differently than for which they are intended logically;
  - o The consumer has repaired and / or processed the delivered products himself or has them repaired and / or processed by third parties;
  - o The delivered products are exposed to abnormal circumstances or otherwise careless handling or contrary to the instructions of Scheffers Engineering and / or the packaging are treated;
  - o The inadequacy in whole or in part is the result of regulations that the government has made or will make regarding the nature or the quality of the materials used.
  - o Scheffers Engineering can in no way be held responsible for errors in part numbers, prices or purpose. Product descriptions, prices, specifications and model application can be changed without prior notice. Due to ongoing changes at various suppliers, including but not limited to design improvements, products on the website may deviate from the product that is delivered.
3. Damage to third parties and / or third-party products is never covered under warranty provided by Scheffers Engineering
  - o Damage to the property of the consumer is never covered by the warranty provided by Scheffers Engineering.
  - o Damage, loss or theft, resulting from information or products obtained from Scheffers Engineering is never covered under warranty provided Scheffers Engineering. It is your responsibility to check the delivered services, information and products for errors, completeness and precision. You agree that you take full responsibility in evaluating your ability to assemble products.
  - o Damage to products and / or property of the consumer, caused by incorrect assembly, is never covered under warranty provided by Scheffers Engineering.

### **Article 11 - Conformity and Guarantee special products**

- 1 The parts offered by Scheffers Engineering that are designed and produced specific for customer are in most cases used to replace / upgrade / customize parts on a motor vehicle. Special products are being made according to drawing that both Scheffers Engineering and the customer have to agree upon. Since it is impossible for Scheffers Engineering to trace the further lifecycle of this part as well as the mounting and possible work-service-etc. of this part, all parts custom made are sold "without warranty". Scheffers

Engineering does not accept any liability with regard to the quality of the safety and / or performance of the products.

2 When using these parts, the motorcycle will (in most countries around the world) no longer meet the homologation requirements and legislation as required by the local instances for vehicles participating in public road traffic. It is up to the customer to see if it is against the law to use these parts on public roads.

3 You take note of the fact that Scheffers Engineering does not take any form of liability for any form of damage occurring from products delivered and / or manufactured by Scheffers Engineering. You agree that this limitation of liability is comprehensive and fits all direct, indirect, special, incidental, far-reaching and consequently suffered damage without restrictions.

4. Any defects or incorrectly delivered products must be reported to Scheffers Engineering via e-mail [info@scheffersengineering.com](mailto:info@scheffersengineering.com) within 7 days of delivery. Return of the products must be in the original packaging and be in a resalable mint condition. Return shipments only after contact with Scheffers Engineering.

### **Article 12 - Delivery and execution**

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

2. The place of delivery is the address that the consumer has made known to the company.

3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but no later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed , or if an order cannot or only partially be executed, the consumer will receive notification of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without any costs. The consumer is not entitled to compensation.

4. All delivery dates are indicative. The consumer cannot derive any rights from any periods mentioned. Exceeding a term does not entitle the consumer to compensation.

5. In case of dissolution in accordance with paragraph 3 of this article, Scheffers Engineering will refund the amount that the consumer has paid as soon as possible but no later than 14 days after termination.

6. If delivery of an ordered product proves to be impossible, Scheffers Engineering will endeavor to make a replacement article available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment are at the expense of Scheffers Engineering.

7. The risk of damage and / or loss of products rests with Scheffers Engineering until the moment of delivery to the consumer or a pre-designated and Scheffers Engineering made known representative, unless explicitly agreed otherwise.

### **Article 13 - Duration transactions: duration, cancellation and extension**

#### **Cancellation**

1. The consumer can terminate an agreement that has been concluded for an indefinite period and which extends to the regular delivery of products or services, at any time with due observance of the agreed cancellation rules and a notice period of up to one month.

2. The consumer can terminate a contract that has been concluded for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time by the end of the stipulated term with due observance of the agreed cancellation rules and a notice period. up to one month.

3. The consumer may conclude the agreements referred to in the previous paragraphs:

- o cancel at any time and not be limited to termination at a specific time or in a certain period;
- o at least cancel in the same way as they have entered into by him;
- o always cancel with the same notice period as Scheffers Engineering has stipulated for himself.

#### **Extension**

4. A contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly renewed or renewed for a fixed term.

5. Notwithstanding the previous paragraph, a contract that has been entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the consumer has renewed this extension. agreement by the end of the extension can terminate with a notice period of no more than one month.

6. A contract that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may cancel at any

time with a notice period of no more than one month and a notice period of a maximum of three months in case the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. A contract of limited duration to the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Expensive

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time with a notice period of no more than one month, unless the reasonableness and fairness cancel before the end of the agreed term. to resist.

### **Article 14 - Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the cooling-off period referred to in article 6 paragraph 1. In the event of a contract for the provision of a service, this will period after the consumer has received confirmation of the agreement.

2. The consumer has the duty to report inaccuracies in provided or stated payment details to Scheffers Engineering without delay.

3. In the event of default by the consumer, Scheffers Engineering has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer beforehand.

### **Article 15 - Complaints procedure**

1. Scheffers Engineering has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints about the execution of the agreement must be submitted fully and clearly described to Scheffers Engineering within 7 days, after the consumer has discovered the defects.

3. Complaints submitted to Scheffers Engineering will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Scheffers Engineering will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint can not be resolved by mutual agreement, a dispute arises that is susceptible to the dispute settlement.

5. A complaint does not suspend the obligations of Scheffers Engineering, unless the entrepreneur indicates otherwise in writing.

6. If a complaint is found to be well-founded by the trader, the trader will replace or repair the products at its option or the delivered products free of charge.

### **Article 16 - Disputes**

1. Only Norwegian law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.

2. The Vienna Sales Convention does not apply.

### **Article 17 - Additional or deviating provisions**

Additional provisions or deviating from these terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.