

Tuning Box
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GENERAL TERMS AND CONDITIONS OF SALE WWW.TUNINGBOX.COM

1. General remarks

Without prejudice to the enforcement of any special terms and conditions, these general terms and conditions of sale shall apply to all orders placed by a consumer (hereafter the "buyer") for products offered for sale on the www.tuningbox.com website.

The term "consumer" refers to the definition given in article 1649 bis (2) (i) of the Belgian Consumer Code: "any natural person who is acting for purposes which are not related to his or her trade, business or profession".

2. Conclusion of the contract of sale

2.1. In order to purchase a Tuning Box product, the buyer must add the desired item to his/her cart, enter his/her contact details, and select the desired payment and delivery method. The buyer may then check the details and correct any errors before placing the order. Moreover, buyers cannot place an order before first signalling their express consent to these terms and conditions by checking the corresponding box. The detailed product pages in the online store include the essential features of the products, the VAT-inclusive prices and the shipping costs charged to the buyer.

The order is confirmed and becomes final once online payment is made.

Tuning Box shall confirm the order by issuing an invoice via email.

By way of exemption to the above, if the ordered product is out of stock, Tuning Box shall notify the buyer via email, indicating :

- The time frame within which the product will be back in stock, or
- The time frame within which the buyer will receive a refund for the purchase price and shipping costs.

2.2. Once Tuning Box has issued the confirmation email, the buyer shall only be entitled to amend the order, or part of the order, subject to Tuning Box's written consent. In such an event, the buyer shall pay any additional costs or fees arising from such change.

3. Prices

- 3.1. The prices are shown including VAT, and excluding shipping costs and, where applicable, customs duties.**
- 3.2. The prices are shown including VAT, and excluding shipping costs and, where applicable, customs duties.**

4. Transfer of ownership

The product shall remain the property of Tuning Box until the retail price and shipping costs, if any, have been paid in full.

5. Delivery

5.1. When placing an order online, the buyer must select the delivery method from the following options:

- Collection from the Tuning Box head office (Ruthier 1, Faymonville, 4950, Waimes, Belgium)
- Standard delivery
- Express delivery.

5.2. The product is delivered once the buyer has paid the retail price, including any shipping costs, in full. If the buyer opts to pay by bank transfer, he/she must make the transfer within 7 days of receipt of the order confirmation email.

5.3. The delivered product(s) will comply with the specifications and quantities mentioned on the invoice.

5.4. Tuning Box guarantees that all products sold are new and have not been used previously. The products on offer comply with applicable Belgian legislation and standards.

5.5. Any complaints relating to the information appearing on the invoice must be sent to Tuning Box within eight (8) calendar days of receipt of the invoice, by registered letter with acknowledgement of receipt. The complaint must include the contested invoice date and number.

Failing that, the buyer will be deemed to have accepted the invoice.

5.6. The delivery lead times mentioned on the Tuning Box website are provided for information purposes only. In the event that delivery takes longer than the stated lead times, the buyer shall not be entitled to compensatory damages of whatever nature, or to refuse to accept the delivery, or to terminate the contract to the prejudice and detriment of Tuning Box.

5.7. Tuning Box shall be entitled to suspend its obligation to deliver the product, without notice and without compensation, in the event that it is unable to honour its commitments due to compelling circumstances beyond its control. Furthermore, Tuning Box reserves the right to cancel an order, in whole or in part, without notice and without compensation, should such circumstances arise.

The term "compelling circumstances beyond its control" includes, but is not limited to, the following circumstances, even if they are not recognised as such under ordinary law: industrial dispute (general or partial strike, lock-out, etc.), riot, epidemic, extreme weather event, machine breakdown, fire, explosion, war, flood or other natural disaster, demonstration, blockage, industrial accident, or any other circumstances preventing normal delivery of goods by our suppliers, normal production, shipping or transport, or any similar event occurring within our society or affecting our subcontractors or suppliers.

5.8. Deliveries to the buyer's home address are fulfilled by a third party selected by the buyer when placing his/her order, at his/her cost, on his/her behalf and under his/her responsibility.

Under no circumstances shall Tuning Box be held liable, in any manner whatsoever, for any incident occurring during such operations and causing damage to the product, or to the customer's or to a third party's persons or property.

6. Acceptance

6.1. Pursuant to article 1649 quater of the Belgian Civil Code, Tuning Box shall be liable to the buyer for any lack of conformity which exists at the time the goods were delivered and which appears within two years of delivery.

The buyer shall ensure, upon collection or delivery, that the product conforms to the order before signing the collection or delivery note.

6.2. Any complaint relating to an anomaly, non-conformity or visible defect must be lodged with Tuning Box, by registered letter with acknowledgement of receipt, within eight (8) calendar days of delivery or collection and, in any event, before the buyer uses the products. Where the buyer does not lodge a complaint within this time frame and according to this procedure, he/she shall be deemed to have accepted the product unreservedly.

6.3. Where the product is found to be non-compliant or affected by a visible defect, Tuning Box shall, at its discretion, either replace and/or repair the product, or issue a credit note to the value of the relevant product as indicated on the invoice.

The buyer shall remain responsible for the shipping costs associated with returning the non-compliant product and delivering the repaired or replacement product.

6.4. The conformity guarantee may be extended by three additional years if the buyer returns the form supplied with the product before the end of the two-year period mentioned in the previous paragraph.

7. Warranty against hidden defects

7.1. Where the sold product is affected by a manufacturing defect, material defect or equipment defect rendering it unfit for its intended use, Tuning Box shall replace or repair the defective part within a reasonable time frame after delivery. Such warranty shall apply without prejudice to the engine warranty granted to the buyer (if any) and the statutory warranty to which the buyer is entitled under article 1649 quater (1) (i) of the Belgian Civil Code, and to the exclusion of all other compensatory damages intended to remedy such harm.

7.2. This warranty shall cease to apply automatically if the products are used for any purpose incompatible with their intended or authorised use, are used or maintained improperly by the customer, are altered without the consent of Tuning Box, contain or are supplemented by parts not supplied by Tuning Box, or are repaired by a third party or by the customer himself/herself or by any other person not connected with Tuning Box. This warranty shall not cover repairs made necessary by improper maintenance, or the replacement or repair of worn parts beyond their normal lifespan.

7.3. The buyer shall inform Tuning Box immediately, in writing, no later than one month after discovering the defect against which the warranty claim is made, stating the nature and extent of the defect. The buyer shall allow Tuning Box to inspect the defective product in situ if it so wishes.

7.4. This warranty shall cover the replacement of parts that are found to be defective within normal, foreseeable and reasonable limits.

7.5. Where Tuning Box provides service under this warranty, such intervention shall not have the effect of extending the warranty, nor shall it be considered an admission of liability by Tuning Box.

7.6. The warranty shall not apply to second-hand equipment.

8. Liability

8.1. The buyer shall use the product exclusively for motor racing and may not use it for any other purpose, including on public highways.

The buyer is hereby reminded of the following potential consequences of using the product:

- cancellation of approval for use on public highways ;
- full or partial cancellation of the manufacturer's warranty ;
- full or partial refusal by his/her insurer to pay out ;
- an increase in vehicle-related taxes and duties.

Given that the applicable rules differ from one country to the next, the buyer is responsible for contacting the relevant authorities in his/her country to determine the necessary formalities and authorisations.

Tuning Box accepts no liability in the event that use of the product invalidates the manufacturer's warranty, causes mechanical or electrical faults with the vehicle, or invalidates the user's insurance. More generally, Tuning Box accepts no liability, either directly or indirectly, for whatever reason, for the buyer, the vehicle's manufacturer, the judicial authorities or any other third party in the event that the product is found to have been used for any purpose other than motor racing.

8.2. Tuning Box shall not install the product in the buyer's vehicle. The buyer shall be responsible for installing the product, at his/her own risk, using the supplied user manual.

8.3. Without prejudice to any special terms and conditions, Tuning Box's contractual obligations towards the buyer shall be limited to those set out in these general terms and conditions of sale, to the exclusion of any other information published or statements made elsewhere on the Tuning Box website. In particular, details regarding potential engine power are provided for information purposes only and shall not be binding upon Tuning Box.

9. Reprogramming

9.1. If the buyer changes vehicle, he/she may request that Tuning Box reprogram the product, for a fee, so that it can be used in the new vehicle.

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9.2. Tuning Box shall determine whether reprogramming is technically feasible on a case-by-case basis, and shall give no reason for its final decision. Tuning Box reserves the right to refuse to reprogram the product.

9.3. Tuning Box shall determine whether reprogramming is technically feasible on a case-by-case basis, and shall give no reason for its final decision. Tuning Box reserves the right to refuse to reprogram the product.

10. Right of withdrawal

The buyer enjoys a right of withdrawal in accordance with article VI.47 of the Belgian Code of Economic Law. Annex 1 of Book VI of the Belgian Code of Economic Law is reproduced below in full :

RIGHT OF WITHDRAWAL :

You have the right to withdraw from this contract without giving reason within fourteen days.

The withdrawal period expires 14 days from the date on which you, or any third party other than the carrier and appointed by you, takes physical possession of the goods.

To exercise your right of withdrawal, you must serve unambiguous notice of your intent to withdraw from the contract (for example by letter, fax or email) to (Tuning Box SPRL, Ruthier 1, Faymonville, 4950, Waimes, Belgium [Tel.: +32.80.678.372; Fax: +32.80.678.766; Email: info@tuningbox.com]). You may use the right of withdrawal form appended to these general terms and conditions of sale, but use of the form is not compulsory.

For your notice of withdrawal to be valid, it must be submitted prior to the expiry of the withdrawal period.

EFFECTS OF WITHDRAWAL :

If you exercise your right to withdraw from this contract, we will refund all payments received from you, including shipping costs (other than additional costs associated with any delivery method chosen by you other than the cheapest standard delivery option we offer), within a reasonable time frame and, in any event, no later than fourteen days from the date on which you notify us of your intention to withdraw from this contract. We will refund the money using the same payment method as you used to pay for the initial transaction, except where you expressly agree to the use of a different method; in any event, the refund will incur no fees for you.

We may delay the refund until we have received the goods or until you have provided proof that the goods have been shipped, whichever is the earliest.

You must return the goods, by post or in person, to Tuning Box SPRL, Ruthier 1, Faymonville, 4950, Waimes, Belgium, within a reasonable time frame and, in any event, no later than 14 days after notifying us of your intention to withdraw from this contract. The deadline will be deemed to have been observed if you return the goods within the fourteen-day time period.

You will need to cover the direct costs associated with returning the goods.

You will only be liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

11. Data protection

11.1. Tuning Box hereby certifies that it complies with applicable legal data protection laws, and that a declaration has been made to the Belgian Privacy Commission in relation to the processing of customers' personal data.

11.2. Tuning Box keeps its customers' personal data confidential. Tuning Box uses and stores such data for order fulfilment purposes. The data may be shared with third parties involved in fulfilling orders (for example, the delivery firm or the bank that processes the payment).

Furthermore, Tuning Box reserves the right to share its customers' personal data with commercial partners for marketing purposes. By accepting these general terms and conditions of sale, the buyer consents to the processing of his/her personal data as outlined above.

11.3. However, the buyer may withdraw consent for the use of his/her personal data, and consent for the use of his/her personal data for advertising and marketing purposes, at any time. To do so, he/she must write to: Tuning Box SPRL, Ruthier 1, Faymonville, 4950, Waimes, Belgium.

12. Publication of the general terms and conditions of sale

The buyer may not place an order via the www.tuningbox.com website without having first read through these general terms and conditions of sale.

The buyer may consult these general terms and conditions of sale at any time on the www.tuningbox.com website. He/she may also print out a copy of these general terms and conditions of sale and/or download them in PDF format.

13. Intellectual property

13.1. Tuning Box is the exclusive owner or beneficiary of all intellectual property rights in the website, and in all content published thereon (form and content), on a world-wide basis, including logo, site map, texts, section headings, pages, scripts, icons, pictograms, photographs, videos, data, statistics and all other editorial content.

The buyer is not authorised to reproduce and/or use the trademarks, logos and domain names appearing on the website.

No constituent element of the website (texts, articles, photos, designs, images, videos, data, statistics, etc.) may be copied, reproduced, modified, republished, loaded, altered, transmitted or distributed in any manner, in any format and on any medium, whether partially or in whole, without the prior, written authorisation of Tuning Box, other than for strict press purposes and subject to compliance with the intellectual property rights and any other property rights as mentioned.

Any total or partial representation of the website, by whatever means, without the express authorisation of Tuning Box is strictly prohibited and shall constitute an infringement of copyright, for which the perpetrator may be held civilly and criminally liable.

13.2. Tuning Box therefore reserves the right to prosecute any person or party who infringes its intellectual property rights.

Copies are only permitted for private, personal, non-commercial use. As a general rule, no content may be reproduced without the author's express consent.

14. Partial invalidity

In the event that any clause, or part of any clause, is deemed to be unenforceable, invalid or contrary to mandatory law or public order, such situation shall not affect the validity or enforceability of any other full or partial clause contained in these general terms and conditions of sale.

15. Applicable law and competent jurisdiction

15.1. The entire contractual relationship between Tuning Box and the buyer shall be governed by Belgian law.

15.2. Any dispute, for example in relation to the conclusion, validity, performance, interpretation or dissolution of the contract shall be referred exclusively to the district courts with jurisdiction over Tuning Box's registered office.

15.3. The provisions of this clause shall apply in the case of privity, incidental claims, third-party claims, joint ruling, warranty proceedings or plurality of defendants.