

Terms & Conditions

1. General

The following general terms and conditions apply to all contracts, deliveries and other services. We hereby expressly object to deviating provisions of the contractual partner. Lambretta-Lutz is entitled to amend or supplement these General Terms and Conditions, including any appendices, at any time with a reasonable period of notice. Orders received before that date will be processed according to the old General Terms and Conditions that are still valid at that time.

2. Quotation

Our offers are non-binding. Small deviations and technical changes compared to our illustrations or descriptions are possible.

3. For Race use only, TÜV / ABE

All parts in our range, unless separately marked, are for Race use only and not street legal.

For Customers in Germany it means, all parts are without TÜV/ABE and therefore not approved for use on public roads. Tuning parts are for display purposes only. All articles carried by us that are not expressly marked for road traffic and affect the StVZO require consultation or registration with TÜV/DEKRA before they are put into operation on public roads.

For tuning and electronic parts, the installation and operation is at your own risk, the parts are expressly intended only for use at exhibitions and not for use in the vehicles. Explicit reference is made to the considerable risks associated with the use of tuning and racing articles in the context of the operation of vehicles.

4. Warranty

Lambretta-Lutz warrants that the goods sold are free of material and manufacturing defects at the time of the transfer of risk and that they have the contractually guaranteed properties.

In the event of defects in the delivered goods, the customer is entitled to the statutory rights.

In the case of complaints, the date of purchase must be proven with an invoice. The item in question must be sent in together with a copy of the invoice, sufficiently postaged. The warranty does not cover normal wear and tear. The warranty expires if the customer changes the delivered goods. Lambretta-Lutz has the right to repair free of charge during the warranty period. Partial or full replacement of the item is permitted. If defects are not remedied within a reasonable period of time, the buyer is entitled to conversion or reduction. § 476a BGB applies.

5. Tuning Parts - Warranty - Guarantee

We would like to point out once again that tuning parts are intended for racing. These parts are not designed for use in daily road traffic, despite very high quality and state-of-the-art manufacturing methods. More power always means more wear and shorter service life of the engine with all components. All tuning manufacturers (e.g. Monza, AF Rayspeed, etc.) exclude any warranty after assembly, unless it is a demonstrable defect in materials or production. Since this can practically no longer be proven, we would like to point out that all tuning parts should be carefully examined for possible errors or defects BEFORE assembly. The complaint of a tuning part after assembly is therefore unfortunately almost impossible. At the customer's expense, the corresponding part would have to be sent to the manufacturer in Italy, for example. Here it would be clarified whether it is a material or assembly error. The return must be

accompanied by the invoice of the master workshop that tuned the engine (proof of professional assembly, date of assembly). In particular, consequential damage caused by a defect, such as other affected engine components, repair and towing costs are completely excluded. We ask for your understanding for these limitations, which are actually self-evident for a racing part but include a limitation of the warranty / guarantee.

6. Engine machining, engine tuning, tuning parts - warranty - guarantee

A tuning part is a component that leads to an increase in performance or speed. More power always means more wear and shorter service life of the engine with all components. We therefore reject any warranty / guarantee as soon as only one tuning part is installed on the engine, as even the smallest changes to the engine lead to considerable changes in the engine characteristics - and thus the engine is no longer as stable as in its original condition. No liability is assumed for any consequential damages.

7. Disclaimer for engines, engine testing - also on the test bench

No liability is assumed for tuned engines (as soon as only one tuning part is installed, the engine is considered tuned) and their components, which are tested or tuned on the dynamometer or generally here. This applies in particular to cylinders, pistons, engine blocks, clutches, crankshafts and all parts belonging to the engine. Of course, this disclaimer also applies to driving in the time after voting (see text above).

8. Disclaimer for fully assembled and, if necessary, tuned motors

Motors that have a higher power, torque or speed (compared to the original engine) due to modifications are exposed to heavier loads. This applies to ABSOLUTELY ALL components. No liability is assumed for consequential problems or consequential damages. This applies in particular to premature leaks in the cylinder, exhaust, intake manifold and engine block in general and in all other characteristics (gear jumping, clutch slipping, starting behaviour, driving characteristics, engine noise, etc.). The additional power and thus the additional load on all components is often over 300% in motors. Therefore, liability CANNOT be assumed, it would be absolutely unreasonable.

9. Damage to the vehicle in the course of repair or maintenance

Lambretta-Lutz reserves the right to repair or repair any damage that may occur during repair or maintenance. The customer must report this damage to Lambretta-Lutz within 10 days. Costs for repairs by another company / workshop will not be reimbursed.

10. Disclaimer for Vehicles

No liability is assumed for vehicles / scooters that are temporarily or permanently discontinued here. This applies in particular to fire, theft and other liability damages.

11. Shipping costs

Shipping, postage and cash on delivery costs can be found in advance in the terms and conditions of delivery. Exact details will be provided in the SECOND EMAIL in a final compilation / invoice. We will send this final compilation / invoice by email in the form of a "pdf" file. If you pay in advance, the bank details will also be provided, if they have not already been taken from our shop or our homepage. Shipping is free of charge only by prior arrangement. Sending in a letter / maxi letter is generally not insured and is only done by prior arrangement and at the express request of the customer. If such a letter is lost in the mail, we will not provide a replacement free of charge - the customer bears 100% of the risk.

12. Delivery and payment

The terms and conditions of delivery and payment of Lambretta-Lutz are specified in more detail in the order form. There is no minimum order quantity. All our prices are quoted in EURO and include VAT. We reserve the right to make a partial delivery if this appears to be advantageous for speedy processing. Special forms of shipment requested by our customers will be charged with a local surcharge.

13. Delivery times

Goods that are in stock (we are not liable for transport problems) will be shipped within 2 days. If the goods are not in stock at the time of ordering, we will do our best to deliver them as quickly as possible. If the non-compliance with a delivery or performance deadline is due to force majeure, industrial disputes, unforeseeable obstacles or other circumstances for which we are not responsible, the deadline will be extended appropriately. In the event of non-compliance with the delivery deadline for reasons other than those mentioned above, the buyer is entitled to set a reasonable grace period in writing with the threat of rejection and, after its unsuccessful expiry, to withdraw from the contract with regard to the delivery or service contained in the contract. If the impossibility of delivery is due to the inability of the manufacturer or our supplier, both we and the buyer can withdraw from the contract if the agreed delivery date is exceeded by more than 2 months. Claims for damages due to delay or impossibility or non-performance, including those that have arisen up to the date of withdrawal from the contract, are excluded. Unless a legal representative of Lambretta-Lutz has acted intentionally or with gross negligence.

14. Cancellation policy

You have the right to withdraw from this contract within one month without giving reasons. The period is one month from the day on which you or a third party designated by you who is not the carrier took possession of the goods. In order to exercise your right of withdrawal, you must inform us - Lambretta-Lutz, Am Lochholz 28a, info@Lambretta-Lutz.de, 0151 - 11725085 of your decision to withdraw from this contract by means of an unambiguous statement (e.g. a letter sent by post, also by telephone, or e-mail). You can use the attached sample withdrawal form for this, but it is not mandatory. In order to comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract.

For this repayment, we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed with you; under no circumstances will you be charged any fees as a result of this repayment. We may withhold refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. You have the goods without undue delay and in any event no later than one month from the day on which you notify us of the withdrawal from this contract, to us or to hand it over to us. The deadline is met if you send the goods before the expiry of the period of one month. We will bear the cost of returning the goods. You will only be liable for any loss in value of the Goods if such loss in value is due to handling of the Goods that is not necessary to check the nature, characteristics and functioning of the Goods.

If you wish to withdraw from the contract, please fill out this form and send it back to Lambretta-Lutz
Lambretta-Lutz, Am Lochholz 28a, info@Lambretta-Lutz.de, or by phone at 0151 – 11725085.

I hereby withdraw from the contract concluded by me for the purchase of the following goods / the
provision of the following service _____

Ordered on _____

received on _____

Name of the consumer _____

Address of the consumer _____

Consumer's signature _____

Date _____

15. Shipping, Insurance, Transfer of Risk

(1) Unless expressly agreed otherwise, we will determine the appropriate method of shipment and carrier
at our reasonable discretion.

(2) We only owe the timely and orderly delivery of the goods to the carrier and are not responsible for
any delays caused by the carrier. A shipping time specified in the webshop is therefore non-binding.

(3) If the customer is a consumer, the risk of accidental loss, accidental damage or accidental loss of the
delivered goods shall pass to the customer at the time when the goods are delivered to the customer or
the customer is in default of acceptance. In all other cases, the risk is transferred to the customer when
the goods are delivered to the transport company.

16. Severability

If any provision of these GTC is invalid, the remaining provisions shall remain unaffected. The invalid
provision shall be deemed to have been replaced by one that comes closest to the meaning and purpose
of the invalid provision in a legally effective manner. The same applies to any loopholes.

17. Retention of Title

Until full payment has been made, the goods remain the property of Lambretta-Lutz.

18. Data Retention

In accordance with § 28 of the Federal Data Protection Act (BDSG), we would like to draw your attention
to the fact that the data required in the course of business transactions are processed and stored by
means of an IT system in accordance with § 33 (BDSG). Personal data will of course be treated
confidentially.

19. Contract legals

(1) Contracts between Lambretta-Lutz and the customers are exclusively governed by German law to the
exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) In dealings with final consumers within the European Union, the law of the final consumer's domicile
may also apply, provided that the provisions of consumer law are mandatory.

(3) If the private end consumer is not domiciled in the European Union, the place of jurisdiction shall be
our place of business.

(4) If the customer is a merchant within the meaning of Section 1 (1) of the German Commercial Code
(HGB), a legal entity under public law or a special fund under public law, the place of jurisdiction for all
disputes arising out of or in connection with the relevant contractual relationship between the customer

and Lambretta-Lutz is the registered office of Lambretta-Lutz. In all other cases, we or the customer may bring an action before any court of competent jurisdiction under the law.

20. Information on Online Dispute Resolution

In 2016, the EU Commission provided an internet platform for the online resolution of disputes - ODR platform. The ODR platform is intended to serve as a point of contact for out-of-court settlement of disputes regarding contractual obligations arising from sales contracts in the online sector.

The OS platform can be reached here:

<http://ec.europa.eu/consumers/odr>

21. Contractual storage

We do not store the text of the contract. You can save it by printing the offer via the print function of your browser. You would have to arrange for the text of the contract to be stored in a reproducible form yourself.