



Conditions

Cars & engines - repair conditions

Conditions for carrying out work on motor vehicles and their parts and for cost estimates for Wagner engines.

Order placement

1. The services to be provided are to be specified in the order form or in the invoice.
2. The customer receives a copy of the order form.
3. The order authorizes the contractor to issue subcontracts and to carry out test drives and transfer drives.
4. In the case of agreed vehicle collections, the transport is insured.
5. If an order is canceled after the cancellation period, we will charge a processing fee of €25.

Price information in the order form; Cost estimate

1. At the request of the client, the contractor will also note in the order form the prices that are likely to be used for the execution of the order.
2. If the client wants a binding price quotation, a written cost estimate is required; in this, the work and spare parts are to be listed individually and provided with the respective price. The contractor is bound by this cost estimate for a period of 3 weeks after it has been submitted. The services provided to submit a cost estimate can be charged to the client if this has been agreed in individual cases. If an order is placed on the basis of the cost estimate, any costs for the cost estimate will be offset against the order invoice and the total price may only be exceeded when the order is calculated with the consent of the client.
3. If price information is included in the order form, the sales tax must be indicated in the same way as in the cost estimate.

Acceptance

1. Acceptance of the object of the order by the client takes place at the contractor's premises, unless otherwise agreed.
2. The client is obliged to pick up the object of the order within 1 week of receipt of the notification of completion and handing over or sending of the invoice. In the event of non-acceptance, the contractor can make use of his statutory rights. For repair work that is carried out within one working day, the period is reduced to 2 working days.
3. In the event of default in acceptance, the contractor will charge a storage fee of €10 per day. The object of the order can also be stored elsewhere at the discretion of the contractor. The customer bears the costs and risks of storage.
4. If the customer requests that the vehicle be picked up more than 14 days before the repair date, we charge a demurrage fee of €2.50 per day.

Calculation of the order

1. Prices or price factors for each technically self-contained work as well as for spare parts and materials used are to be shown separately in the invoice. If the customer wishes the object of the order to be picked up or delivered, this is done at his own expense and risk. The liability in case of fault stay untouched.
2. If the order is carried out on the basis of a binding cost estimate, a reference to the cost estimate is sufficient, with only additional work being specifically listed.
3. The calculation of the exchange price in the exchange procedure assumes that the removed unit or part corresponds to the scope of delivery of the replacement unit or part and that it does not show any damage that makes reprocessing impossible. The old engine must be capable of being overhauled. It must not have any cracks or breaks. The valve seats must not be damaged (valve tear off, gas damage, etc.). If the old part is badly damaged, the exchange price (deposit) is a surcharge. In any case, the old motor must be sent back to Wagner Motoren in the packing box.
4. Sales tax is at the expense of the customer.
5. Any correction of the invoice by the contractor, as well as a complaint by the client, must be made no later than 6 weeks after receipt of the invoice.

Payment

1. The invoice amount and prices for ancillary services are due immediately upon picking up the object of the order and handing over or sending the invoice for payment in cash, EC or bank transfer in advance.
2. The customer can only offset against claims of the contractor if the customer's counterclaim is undisputed or there is a legally binding title; he can only assert a right of retention if it is based on claims from the order. The contractor is entitled to demand a reasonable advance payment when placing the order.

Extended

Lien

The contractor is entitled to a contractual right of lien on the items that came into his possession as a result of the order due to his claim from the order.

The contractual right of lien can also be asserted for claims from work previously carried out, spare parts deliveries and other services, insofar as they are related to the subject of the order. The contractual right of lien only applies to other claims arising from the business relationship if these are undisputed or if there is a legally binding title and the object of the order belongs to the client.

Material defect

1. Unless otherwise expressly agreed below, the statutory right to liability for defects shall apply. For consumers, the limitation period for claims for defects in used items (this also includes refurbished items) is one year from delivery of the goods. For entrepreneurs, the limitation period for claims for defects is one year from the transfer of risk; the statutory limitation periods for the right of recourse according to § 478 BGB remain unaffected.

With regard to entrepreneurs, only our own information and the product descriptions of the manufacturer that were included in the contract apply as an agreement on the quality of the goods; for public statements by the manufacturer or others

We assume no liability for advertising statements.

If the delivered item is defective, we initially provide a warranty to entrepreneurs, at our discretion, by remedying the defect (repair) or by delivering a defect-free item (replacement delivery).

The above restrictions and shortening of deadlines do not apply to claims based on damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, limb or health
- in the case of intentional or grossly negligent breach of duty as well as fraudulent intent in the event of a breach of essential contractual obligations, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely

(cardinal duties)

- as part of a guarantee promise, if agreed
- as far as the area of application of the Product Liability Act is open.

2. Claims due to material defects must be asserted by the client against the contractor; in the case of verbal notifications, the contractor shall provide the client with written confirmation of receipt of the notification.

3. The contractor collects the motor vehicle at his own expense, exclusively from the client or a nearby workshop. If the motor vehicle is further away, collection will be made exclusively at the expense of the customer, taking into account the distance to the customer at the current costs for transport.

4. If the subject of the order becomes inoperable due to a material defect, the customer must first obtain the consent of the contractor if another



master car workshop is to carry out repairs. In this case, the customer must have it recorded in the order form that the contractor is to remedy the defect and that the removed parts are to be made available to the contractor for a reasonable period of time. The contractor is obliged to reimburse the customer for the repair costs that can be proven to have arisen.

5. In the event of subsequent improvement, the customer can assert claims for material defects based on the order for the parts installed to remedy the defect until the expiry of the limitation period for the object of the order. Replaced parts become the property of the contractor. 6. Section VIII material defect does not apply to claims for damages; Section. Applies to these claims

6. Remanufactured complete exchange engines are shipped sealed. If the seal is damaged or the motor is opened, any warranty is void.

Liability

1. If the contractor has to pay for damage caused by slight negligence in accordance with the statutory provisions, the contractor's liability is limited. The contractor is obliged to adhere to the entry instructions that were given to him (invoice):

Liability only exists in the event of a breach of essential contractual obligations, such as those that the order intends to impose on the contractor in terms of its content and purpose, or the fulfillment of which is essential for the proper execution of the order and on compliance with which the client regularly relies and may rely. Liability is limited to the typical damage foreseeable at the time the contract was concluded. Insofar as the damage is covered by insurance taken out by the client for the damage in question (excluding sum insurance), the contractor is only liable for any associated disadvantages for the client, e.g. higher insurance premiums or interest disadvantages until the damage has been settled by the insurance company. Liability for the loss of money and valuables of any kind that are not expressly taken into custody is excluded.

If the client is a legal entity under public law, a special fund under public law or an entrepreneur who, when placing the order, is exercising his commercial or self-employed professional activity, and after one year after acceptance or - in the case of deliveries - movable items to be manufactured or produced - If claims for damages due to material defects are asserted after delivery of the object of the order, the following applies: The above limitation of liability also applies to damage caused by gross negligence, but not in the case of grossly negligent causation by legal representatives or executive employees of the contractor, nor for gross negligence damage caused by a contract made by the client for the concerned

Insurance taken out in the event of a claim is covered.

2. Irrespective of fault on the part of the contractor, any liability of the contractor in the event of fraudulent concealment of the defect, from the assumption of a guarantee or a procurement risk and under the Product Liability Act remains unaffected.

3. The personal liability of the contractor's legal representatives, vicarious agents and employees for damage caused by them through slight negligence is excluded. For damages caused by you, with the exception of the legal representatives and executives, through gross negligence, the limitation of liability regulated in this regard for the contractor shall apply accordingly.

4. The limitations of liability in this section do not apply in the event of injury to life, limb or health.

5. In the case of performance-enhanced vehicles, the warranty for material defects and liability for the quality of the used parts used is excluded in accordance with the General Terms and Conditions. This exclusion does not apply to negligently or intentionally caused personal injury or property damage from grossly negligent or intentional breach of duty by the workshop.

6. If you install the engine yourself, the installation instructions for the workshop are part of the contract and must be observed. The owner of the vehicle must be made aware of the entry instructions. The warranty booklet is to be handed over to him.

7. The following are excluded from the warranty:

a) Operating and auxiliary materials, fuels, filters, antifreeze, hoses, clamps, lubricants, spark plugs, V-belts, toothed belts and other drive belts, small and auxiliary materials that were not installed by us.

b) Damage that can be attributed to the use of force, lack of care, improper, willful or malicious treatment of the vehicle or if the vehicle was used in motorsport events.

c) Damage that occurs when the vehicle is modified after the repair (e.g. by converting to biodiesel, rapeseed oil, gas or similar or by performance-enhancing measures such as tuning, chip tuning or similar) or if the vehicle is rented out (even if there is no causal connection).

d) consequential damages and consequences of non-warranty damages.

e) Mobility, towing and other costs.

f) In addition to professional and professional installation, the prerequisite for the warranty is regular maintenance of the engine as part of the running-in inspection and other maintenance services in accordance with the warranty booklet.

g) The running-in instructions for the driver must be observed and non-observance will result in the exclusion of the warranty.

h) If the seal is damaged on sealed goods, the item cannot be returned or guaranteed.

Retention of title

Insofar as built-in accessories, spare parts and aggregates have not become essential components of the object of the order, the contractor retains ownership of them until full and incontestable payment.

Arbitration board (arbitration)

(Applies only to vehicles with a permissible total weight of no more than 3.5t)

1. If the company is a member of the locally responsible guild of motor vehicle trades, the client can, in the event of disputes arising from this order or - with the contractor's consent - the contractor, call the arbitration board of the motor vehicle trade or trade responsible for the contractor. The appeal must be made in writing immediately after knowledge of the point in dispute.

2. Legal recourse is not excluded by the decision of the arbitration board.

3. By appealing to the arbitration board, the statute of limitations is suspended for the duration of the proceedings.

4. The procedure before the arbitration board is based on its rules of procedure and rules of procedure, which the arbitration board will provide to the parties upon request.

5. Appeal to the arbitration board is excluded if legal action has already been taken. If legal action is taken during arbitration proceedings, the arbitration board ceases its activities.

6. No costs are charged for using the arbitration board.

place of jurisdiction

If you are an entrepreneur, then German law applies to the exclusion of the UN Sales Convention.

If you are a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between us and you is our place of business.

Information on Online Dispute Resolution

The EU Commission provides a platform for online dispute resolution on the Internet under the following link: <http://ec.europa.eu/consumers/odr> This platform serves as a contact point for out-of-court settlement of disputes arising from online purchase or service contracts which a consumer is involved. Morschen, November 01, 2022

Right of withdrawal

Consumers have a fourteen-day withdrawal.

You have the right to withdraw from this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods.



In order to exercise your right of withdrawal, you must send us (Wagner Motoren Inh. Harald Wagner, Nürnberger Landstr. 49, 34326 Morschen, Germany, info@wagner-motoren.de, phone: 05664-9399817) a clear statement (e.g. a sent letter or an e-mail) about your decision to withdraw from this contract. You can use the attached sample revocation form for this, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send the communication regarding your exercise of the right of cancellation before the cancellation period has expired.

Consequences of revocation

If you revoke this contract, we have paid you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us have), immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged fees for this repayment. We may refuse repayment until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you inform us of the cancellation of this contract. The deadline is met if you send back the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods. In the case of goods which, due to their nature, cannot be returned normally by post, these amount to EUR 120. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

The right of withdrawal does not apply to the following contracts:

Contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual choice or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

Contracts for the delivery of goods if these were inseparably mixed with other goods after delivery due to their nature.

Sample withdrawal form

(If you want to revoke the contract, please fill out this form and send it back.)

- To Wagner engines owner Harald Wagner, Nürnberger Landstr. 49, 34326 Morschen, Germany, info@wagner-motoren.de
- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following Goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if notification is made on paper)
- Date
- (*) Delete where not applicable.

Special instructions

If you finance this contract with a loan and later revoke it, you are no longer bound by the loan contract, provided that both contracts form an economic unit. This is to be assumed in particular if we are your lender at the same time or if your lender uses our cooperation with regard to the financing. If we have already received the loan when the revocation takes effect, your lender shall assume our rights and obligations under the financed contract in relation to you with regard to the legal consequences of the revocation or the return. The latter does not apply if the subject of the present contract is the acquisition of financial instruments (e.g. securities, foreign exchange or derivatives).

If you want to avoid a contractual commitment as far as possible, make use of your right of revocation and also revoke the loan agreement if you also have a right of revocation.

Cancellation policy created with the Trusted Shops legal copywriter

Morschen, February 2022