

Terms and Conditions of CPA Chiptuning Philippines

1. Scope

(1) The services of the provider for the online store www.cpa-chiptuning.ph made solely based on the following terms and conditions in force at the time of the order.

(2) Our general terms and conditions apply exclusively. Deviating from our Terms and Conditions Terms and Conditions of the customer shall not be valid unless we expressly agree to them too.

2. Conclusion

(1) Our offers on the Internet represent a non-binding invitation to the customer represents to order goods. By sending the order on our website, the customer makes a binding offer to conclude a contract.

(2) The acknowledgment of receipt of the order follows immediately after sending the order and still does not constitute acceptance of a contract. We can accept within five days of your order by sending an order confirmation via e-mail or by delivery of the goods.

3. Payment, default

(1) The price listed on the website is valid at the time when the order is placed. All prices are inclusive of VAT plus shipping costs as mentioned on the list.

(2) The payment of the purchase price by , cash on delivery, credit card is accepted.

3. Retention of title

We retain title to the delivered goods until full payment of the purchase price.

4. Supply

(1) Delivery will be executed within 5 days from receipt of order, in the case of payment in advance 5 days after receipt of payment. On different delivery times we refer to the product page. The beginning of the quoted delivery time assumes the timely and proper fulfillment of the obligations of the clients, especially the correct specification of the delivery address in the order.

(2) If the provider is unable to deliver the goods in the normal delivery time due to delay of the providers supplier, the provider will immediately inform the customer that the goods which have been ordered are not available at the moment or any more. The statutory rights of the customer remain unaffected.

(3) The following terms are liable towards corporate bodies: The transfer of risks onto the buyer (aggravation, accidental perishing, etc.) takes place upon delivery of goods to the transportation company. In case of any delay of delivery or forwarding due to the buyer the transfer of risks already takes place upon information about delivery standby of goods.

5. Default of acceptance

(1) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damages incurred thereby, including any additional expenses. Further claims are reserved.

(2) The purchase price shall be payable during the delay. The interest rate per annum five percentage points above the base rate. In legal transactions between corporate bodies, the interest rate is eight percentage points above the base rate.

(3) The customer must prove itself that the damage in the amount requested is not or at least caused significantly lower. The risk of accidental loss or accidental deterioration of the goods passes to the buyer at the time in which it is in acceptance or debtors delay.

6. Warranty

(1) In the event of a defect, the customer has the choice of whether the remedy should be done by repair or replacement. We are entitled to refuse a chosen way of remedy if the costs are disproportionately high or any other way of remedy may not result as a disadvantage for the customer.

(2) If unsuccessful, or if we have a total refuse subsequent performance, the customer can demand a reduction in the purchase price or withdraw from the contract (reduction). Any damage claims of the customer shall remain unaffected.

(3) The warranty claims against the seller expire if the customer modifies the product or due to not professionally installs.

(4) If the customer is a company, the following is agreed for the warranty claims of the customer: Obvious defects must be immediately reported to the provider within 14 calendar days after delivery of the goods in writing, concealed defects must also immediately within 14 calendar days after they are notified in writing. If the defect is not reported immediately to the provider, the warranty expires in relation to this defect. However, this does not apply if the seller fraudulently concealed the defect and / or provided a corresponding guarantee has. Warranty claims expire - except in the case of claims for damages - within one year after delivery of the goods to the trader.

7. Approval, MOT, insurance, and vehicle warranty

1) The installation of the tuning chip may cause the loss of car manufacturers warranty, as well as the warranty claims against the provider. The provider cannot be hold reliable for claims.

8. Limitation of Liability

(1) In the case of slightly negligent breach of duty, the liability of the provider as well as the agents of the provider is limited to the predictable nature of the goods, typical, direct average damage. For slightly negligent breaches of duty of non-essential contractual obligations, which breach the performance of the contract is not jeopardized, we are not liable as well as our agents.

(2) The above limitations do not apply to claims arising from product liability or warranty claims as well as due to body and health, and loss of your life.

9. Privacy Policy

We treat your personal data confidentially and in accordance with the statutory data protection regulations. A transfer of your data without your expressed consent is not or only in the context of the necessary execution of the contract, as to the persons entrusted with the delivery of the goods companies.

10. Applicable law and jurisdiction

(1) Applicable Law of the Republic of the Philippines under exclusion of the CISG, if this choice does not mean that a consumer is thereby deprived of mandatory consumer protection standards.

(2) If the parties to the contract, the court has jurisdiction at our headquarters in Floridablanca Pampanga, unless a jurisdiction is justified for the dispute.

11. Final determination

Insofar as any provision of this Agreement is invalid or unenforceable or will get unenforceable, the remaining provisions of this agreement shall remain unaffected.