

Mark Huggett GmbH

Offizielle BMW Classic Vertretung

Felsgartenstrasse 2
CH-5113 Holderbank
Switzerland

Tel: +41 (0)62 887 80 20
Fax: +41 (0)62 887 80 21
huggett@bmbike.com
www.bmbike.com

Manufacturer and supplier of classic BMW motorcycle parts

Ladenöffnungszeiten:
Dienstag - Freitag 09:00 - 12:00
14:00 - 18:00
Samstag 09:00 - 16:00



General terms and conditions incl. postal expenses.

General

The following terms and conditions are valid for contracts that we conclude with our customers. They are also valid for future contracts even if no further reference is specifically made to these conditions. Other general terms and conditions will not be accepted unless we have specifically accepted their validity in writing.

Product range - Ordering

- Product range is subject to change and without obligation. Please note that we are also subject to continual price change from our suppliers and manufacturers. The prices displayed can change at any time at short notice and are therefore without obligation. The customer will be consulted and informed of any larger deviation in price of an ordered part either in writing or by telephone prior to its dispatch. The displayed prices are in CHF (Swiss franc) and exclude the local Swiss VAT of 7.7%.
- We request that placed orders include the exact BMW model type, chassis number and the original BMW part numbers.

Dispatch

The dispatch is carried out by post, unless otherwise instructed, according to the postal tariffs shown below and at the cost and risk of the purchaser. Packaging and processing costs are calculated according to their complexity. The minimum charge thereof is CHF 5.00 per order for local Swiss sales and CHF 10.00 for export orders where customs and export documentation is a legal requirement.

Import and customs duties, as well as VAT in the country of the addressee are to be carried by the addressee.

We do not dispatch any orders to PRIVATE customers in Germany and Austria.

We have assigned these orders to our German business partner Rabenbauer GmbH.

Their address is:

Rabenbauer GmbH
Wotzmansreut 5
DE-94065 Waldkirchen
Tel.: +49-8581-987870
Fax: +49-8581-9878715
Net: www.rabenbauer.com
eMail: info@rabebauer.com

Postal tariffs

Valid as of January 2011:		
Switzerland Registered Priority post	Export Economy Group 1	Export Economy Group 2
2 kg - CHF 11,35	2 kg - CHF 37,00	2 kg - CHF 41,00
5 kg - CHF 13,50	5 kg - CHF 45,00	5 kg - CHF 53,00
10 kg - CHF 16,75	10 kg - CHF 49,00	10 kg - CHF 64,00
20 kg - CHF 23,20	15 kg - CHF 54,00	15 kg - CHF 74,00
30 kg - CHF 30,80	20 kg - CHF 59,00	20 kg - CHF 85,00
	25 kg - CHF 64,00	25 kg - CHF 95,00
	30 kg - CHF 69,00	30 kg - CHF 105,00
Export Economy Group 3	Export Economy Group 4	Export Economy Group 5
2 kg - CHF 45,00	2 kg - CHF 49,00	2 kg - CHF 53,00
5 kg - CHF 58,00	5 kg - CHF 65,00	5 kg - CHF 77,00
10 kg - CHF 77,00	10 kg - CHF 92,00	10 kg - CHF 113,00
15 kg - CHF 101,00	15 kg - CHF 123,00	15 kg - CHF 154,00
20 kg - CHF 113,00	20 kg - CHF 154,00	20 kg - CHF 185,00
25 kg - CHF 138,00	25 kg - CHF 180,00	25 kg - CHF 216,00
30 kg - CHF 164,00	30 kg - CHF 204,00	30 kg - CHF 252,00

Group 1 = Belgium, Germany, Austria, France, Italy, Luxemburg, Holland,

Group 2 = England, Ireland, Denmark, Norway, Czech Republic Slovenia, Finland, Greece, Poland, Portugal, Romania, Sweden, Slovakia, Spain, Hungary, Croatia, Serbia, Turkey

Group 3 = North Africa, North America, Canada, Mexico

Group 4 = Botswana, Taiwan, Hong-Kong, India, Japan, Namibia, Singapore, South Africa, Thailand, Vietnam

Group 5 = South America, Australia, Indonesia, Jamaica, Philippines

All other countries and/or services and costs according to the tariffs of the Swiss Post Office. Please use the link on our web site.

Terms of payment

We accept the following forms of payment:

Payment for local sales is by either COD, payment in advance or by credit card.

Note that advance payments can result in a dispatch delay of up to 5 days due to bank processing times and notification of incoming funds.

COD:

Additional charge of CHF 15.00 (only for SWITZERLAND)

- **Payment in advance:**

There are no additional bank charges for local payment transactions within Switzerland in general.

All bank charges and commissions, whether inland or abroad, are to be carried by the purchaser.

Take note these additional bank charges can be as high as CHF 50.00 per transaction.

We therefore offer the possibility of payment by credit card. Retailers who pay by credit card will be charged the due credit card commission.

Return, exchange of parts, revocation

There is no risk when making a purchase with us you can return the parts that you do not require or incorrectly ordered for credit or reimbursement under the following conditions:

The revocation must be in writing, does not require a reason and must be returned to Mark Huggett GmbH, Felsgartenstrasse 2, CH-5113 Holderbank AG, Tel. +41-62-8878220, Fax +41-62-8878021, E-Mail: huggett@bmwbike.com.

- Returned goods must be within 7 days of receipt by customer and bear the invoice number and date of the purchased item.

- Costs of the returned goods to be carried by the customers. Unstamped parcels containing returned goods will be refused by us.
- A re-stocking and processing cost of up to 5% of the goods value can be charged by us.
- Goods returned with opened and or damaged original packaging can be refused or a minimal testing cost be charged.
- Goods excluded from these terms are: lamp bulbs, literature and digital medium.
- Parts especially produced or procured at the customer's request are also excluded from the right of return.

Warranty - liability

We will replace new goods which are faulty or damaged at the time of delivery. If we are unable to carry out this warranty replacement, you can request a price reduction for the goods in question or to cancel the purchase contract. Our liability for our errors and those of our legal representatives and employees, is limited only to malice and gross negligence. This is not valid for the breach of essential contractual responsibilities and the absence of claimed properties. The liability according to the product liability law remains unchanged.

As long as no further agreement is in existence, no other claims by the customer, irrespective of what legal reason, will be accepted.

We are therefore not liable for those damages caused to other than those goods supplied and especially not for damages caused by incorrect and improper installation. Also not for new items which have been installed together with defective and worn used parts and components or in vehicles which are used outside of their intended purpose and designation.

We are therefore only liable for cases of malice and gross negligence in all cases of contractual breach as well as legal allegations.

Reservation of proprietary rights

We hold the right to ownership of all goods till full payment has been received for the costs outstanding or to be incurred through the business and or purchase contract with the customer.

Place of fulfillment and Area of Jurisdiction

Place of fulfillment for supplies and payments is Holderbank AG (Switzerland). Area of jurisdiction is Lenzburg. All legalities between ourselves and our customers are subject to Swiss law. The exertion of the "Uniform law on International Sale of Goods according to the Hague Sales Convention of 1964" is excluded.

Mark Huggett GmbH

Felsgartenstrasse 2 • CH-5113 Holderbank AG

CEO: Esther Huggett

Bank details:

Hypothekarbank CH-5600 Lenzburg

IBAN: CH65 0830 7000 2512 9030 1

BIC: HYPLCH22