

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@bmwbike.com
www.bmwbike.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

General / scope of application

The general terms and conditions (hereinafter referred to as "GTC") of Mark Huggett GmbH are valid for all products, services and contracts, which are concluded with our customers. These are also valid for future contracts, even if no express reference to these conditions is made or takes place. Other GTC are not recognized unless we have expressly agreed to and agree to their validity in writing. The term "customers" refers to every natural and legal person who has a relationship with Mark Huggett GmbH and maintains business relations. The customer is obliged to provide truthful personal information in every case. Mark Huggett GmbH reserves the right to delete customer data at any time and without giving reasons.

Offer / Order / Conclusion of contract

The listing of the product range in the online shop of Mark Huggett GmbH alone does not constitute a legally binding offer. The presentation on the Internet is without obligation. If the customer places an order via the Internet, he/she expressly places a binding application for the conclusion of a sales contract. If the order is received, the customer will receive a confirmation. This does not constitute acceptance of the order by Mark Huggett GmbH. Mark Huggett GmbH reserves the right to reject the order without giving reasons. The purchase contract is only concluded and becomes legally binding when the goods are dispatched by Mark Huggett GmbH.

Mark Huggett GmbH is subject to constant price changes. Therefore, the indicated prices can change at short notice and are therefore not binding. 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 their dispatch. The indicated prices are exclusive of the statutory VAT. Orders will only be accepted if the motorcycle type, chassis number and the original BMW part numbers are included.

Dispatch

The delivery is carried out by mail or parcel service on account, according to the payment conditions of Mark Huggett GmbH. All costs and risks are carried by the customer. All products are immediately to be checked upon receipt for correctness, completeness and the integrity of the parts. Any errors or damages are to be reported to Mark Huggett GmbH immediately in writing.

Packaging and documentation will be charged according to effort, at least CHF 5.00 per order for Switzerland and at least CHF 10.00 per order to other countries. Import duties, customs duties and VAT in countries outside of Switzerland are to be paid by the recipient.

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: +49-8581-98787-0
fax: +49-8581-98787-15
Net: www.rabenbauer.com
email: info@rabebauer.com

Terms of payment

Mark Huggett GmbH offers various payment options:

Online Shop:	Payment by credit card and additionally domestic: COD and Twint
Telephone and Fax order:	Payment by credit card and additionally domestic: COD
Shop:	Payment by credit and debit card (Maestro, Postcard, Twint) COD

Advance payments are not accepted.

Recognised dealers have the possibility to pay within 10 days of invoice.

COD: (only domestic)
Additional costs CHF 15.00

Bank charges:

Any bank charges incurred in Switzerland and abroad shall be borne by the customer. Bank charges can be as high as CHF 50.00 depending on the country. Payment by credit card is preferable for this reason. Dealers will be charged the credit card commissions incurred.

Return / Exchange / Revocation

Ordered articles can be returned within 7 days after receipt with details of the invoice number and invoice date. Goods excluded from these terms are: ...light bulbs, literature, electronic components as well as especially produced or procured parts at the customer's request. The return is always at the expense of the customer. Unstamped returns are not accepted.

A restocking fee of 5% of the value of the goods may be charged.

An inspection fee may be charged if the original packaging is opened.

Return: The purchase price will be refunded.

Exchange: The exchange will be made within a reasonable period of time, provided the article is in stock.

Revocation: The goods will be returned by the customer with a written explanation.

Shipping and postage of the delivery as well as the return shipment are at the expense of the Buyer.

Warranty / Liability

If new parts are defective at the time of delivery, Mark Huggett GmbH shall be liable for the defect or a replacement delivery. In the event of failure of the repair or replacement part, the customer can request a price reduction or to cancel the contract.

Liability for our own error, as well as that of our legal representatives and third parties, are limited to intent and gross negligence. This does not apply to the violation of essential contractual obligations and the absence of guaranteed properties. Liability under the Product Liability Act remains unaffected.

All further claims by the customer are excluded, - for whatever legal reasons – unless agreed otherwise. Mark Huggett GmbH is therefore not liable for damage which has not occurred to the delivery item itself.

In particular, we shall not be liable for damage caused by improper installation if new parts which are fitted with defective or faulty old parts, or if vehicles are used beyond their original purpose. Mark Huggett GmbH are liable for all breach of contractual and statutory obligations only in the case of intent or gross negligence.

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.

Copyright

The entire content of the Mark Huggett GmbH website such as brands, logos, photos, texts, design etc. is the property of Mark Huggett GmbH and is to be used in accordance with the legislation. Without prior written permission from Mark Huggett GmbH it is strictly forbidden to copy, download or otherwise use parts of it for their own purposes.

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.

Final provisions

Should individual provisions of these GTC be invalid, this shall not affect the legal validity of the remaining provisions.