

# **GENERAL TERMS AND CONDITIONS (GTC) FOR THE ONLINE RESERVATION OF KTM SPECIAL EDITIONS**

## **1. SCOPE OF APPLICATION**

- 1.1. These General Terms and Conditions ("GTC") apply to the online reservations requests of KTM Special Edition Motorcycles (hereinafter referred to as "KTM SPECIAL EDITIONS") operated by KTM Sportmotorcycle GmbH, FN 295902a, Stallhofner Straße 3, 5230 Mattighofen, hereinafter referred to as KTM, via the platform established on the website [www.ktm.com](http://www.ktm.com) (hereinafter referred to as "PLATFORM") to those customers who are considered consumers pursuant to § 1 para 1 Austrian Consumer Protection Act (ACPA).
- 1.2. These GTC therefore apply exclusively to online reservations requests of KTM SPECIAL EDITIONS via the WEBSITE to consumers ("B2C"). On the other hand, these GTC do not apply to online reservations placed by entrepreneurs within the meaning of § 1 para 2 ACPA.
- 1.3. These GTC may be amended by KTM at any time and shall apply in the version current at the time of your online reservation.
- 1.4. Agreements deviating from these GTC shall only apply if they have been expressly confirmed by KTM in writing.
- 1.5. Online reservation requests for KTM SPECIAL EDITIONS are to be fulfilled by an authorized dealer in the KTM dealer network (hereinafter referred to as "DEALER"), so that the legally binding purchase contract is concluded with the DEALER. A contractual relationship with KTM does not come into existence, KTM is solely the operator of the PLATFORM.

## **2. ONLINE RESERVATION / RESERVATION FEE / CONCLUSION OF CONTRACT WITH DEALER**

- 2.1. In order to place an online reservation request on the PLATFORM, an account, created by means of a valid e-mail address and password, is required in advance (hereinafter referred to as "KTM ID").
- 2.2. The person/customer placing the online reservation must be identical to the person/customer who subsequently concludes the valid purchase contract with the DEALER.
- 2.3. During your online reservation request only one KTM SPECIAL EDITION vehicle can be reserved. Online reservations are processed on a first come, first served basis. If the contingent of the KTM SPECIAL EDITION is exhausted, your online reservation request will automatically be put on the waiting list. You will be informed accordingly.
- 2.4. Before submitting the online reservation request, it is necessary to select a DEALER with whom the valid purchase contract for your KTM SPECIAL EDITION will then be concluded.

- 2.5. To fix the online reservation request, the payment of a reservation fee (hereinafter referred to as "FEE") is requested. For the payment of the FEE a time window of 45 minutes is granted. If the payment of the FEE is not made within this 45-minute time window, the online reservation is not validly completed. For the payment of the FEE, you will receive a personalized payment link sent to your e-mail address provided with the KTM-ID. After payment of the FEE, you will receive an e-mail with the confirmation of the reservation of your KTM SPECIAL EDITION with all the details of the reservation.
- 2.6. Upon receipt of the online reservation including payment of the FEE the selected DEALER will confirm the order via e-mail within 14 days. The DEALER will in this course provide you with details regarding the purchase contract to be concluded.
- 2.7. The paid FEE will be credited to the purchase price of your KTM SPECIAL EDITION when purchased from the DEALER. In case of withdrawal of the online reservation request you will be fully refunded the FEE via the payment instrument used for the payment of the FEE.
- 2.8. You will be informed by your DEALER regarding delivery date of your KTM SPECIAL EDITION.

### **3. PRICES**

Prices of the KTM SPECIAL EDITION may differ per market due to local VAT and taxes.

### **4. LEGAL RIGHT OF REVOCATION**

- 4.1. You have the right to cancel the online reservation request with KTM within 14 days without giving any reason. This 14-day period shall commence on the day on which the online reservation request was made by you.
- 4.2. In order to exercise the right of withdrawal, you must inform KTM customer service ([support\\_specialedition@ktm.com](mailto:support_specialedition@ktm.com)) by means of a clear declaration of your decision to withdraw from the online reservation.
- 4.3. To comply with the withdrawal period, it is sufficient that you send the notice of exercise of the right of withdrawal before the expiry of the withdrawal period.
- 4.4. In case of withdrawal of the online reservation KTM will fully refund you the FEE immediately and at the latest within fourteen days from the day KTM received the notice of withdrawal.
- 4.5. In case the revocation is exercised after the 14-days period after the online reservation request, the online reservation of your KTM SPECIAL EDITION will be cancelled but the FEE will not be refunded to you.

- 4.6. After the 14-days period, the cancellation must be placed directly with the dealer selected during the online reservation request. KTM customer service will not cancel orders after the 14-days period.

## **5. PLACE OF PERFORMANCE AND CHOICE OF LAW**

- 5.1. The place of performance for all obligations arising from the contract shall be the registered office of KTM.
- 5.2. Any disputes arising in context to the online reservation of KTM SPECIAL EDITIONS shall be governed exclusively by Austrian substantive law, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules.
- 5.3. However, if your habitual residence is in a country other than Austria, to which we have directed our commercial activities, and the online reservation also falls within the scope of these activities, then the mandatory provisions of the legal system of that country shall remain unaffected by this choice of law, insofar as they are more favorable to you than the chosen Austrian law.

## **6. JURISDICTION**

- 6.1. If you are domiciled in Austria, the international, local and subject matter jurisdiction of courts for disputes arising from the online reservation shall be determined in accordance with the statutory provisions.
- 6.2. The same shall apply if your place of residence is in another member state of the European Union or in a contracting state of the Lugano Convention 2007 (i.e. Switzerland, Norway, Iceland and Denmark) to which KTM has directed its commercial activities and the online reservation also falls within the scope of these activities: the international, local and subject-matter jurisdiction of courts for disputes arising from the online reservation shall then also be determined in accordance with the statutory provisions.

## **7. DATA PROTECTION**

In the course of your order, KTM processes personal data. Detailed information on this can be found in KTM's data protection notice at [www.ktm.com/en-int/privacy-policy.html](http://www.ktm.com/en-int/privacy-policy.html).