

**Online General Terms and Conditions (GTC O)  
CatalystTechPerformance GmbH  
General Terms and Conditions – Additional  
Provisions for Online Trade**

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Titel:	AGB Online CatalystTechPerformance GmbH DE_2025_V001
Klassifizierung	Confidential
Datum:	1.4.2026
Autor:	CatalystTechPerformance (CTP)

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# Online General Terms and Conditions (GTC O)

## CatalystTechPerformance (CTP GmbH)

### Delineation GTC // GTC Online Trade

The abbreviations used herein refer to the terms for online trade (hereinafter referred to as "**Online GTC**"), which apply as **additional** provisions and supplement the General Terms and Conditions (hereinafter referred to as "**Basic GTC**") of CatalystTechPerformance (CTP GmbH).

For the delineation and interplay of the two sets of regulations, the following order of precedence shall apply:

- **Special regulation for the online shop:** For all contracts, deliveries, and services processed directly via the online shop (<http://www.CatalystTechPerformance.com>) or the digital ordering processes therein, these Online GTC shall apply primarily.
- **Precedence clause in the event of contradictions:** Should individual provisions of the Basic GTC and these Online GTC contradict or overlap with each other (in particular regarding the return policy, international logistics handling, fees, and place of jurisdiction), the provisions of these Online GTC shall take precedence for all online transactions.
- **Subsidiary validity of the Basic GTC:** Insofar as these Online GTC do not contain specific or deviating regulations (such as detailed installation instructions, technical specifications, the performance of baseline comparative measurements, or the remanence effect), the provisions of the Basic GTC shall remain fully applicable and supplementary.

### 1. Scope of Application and Conclusion of Contract

These conditions apply to all deliveries and services of CatalystTechPerformance (CTP GmbH) carried out directly and/or via the online shop <http://www.CatalystTechPerformance.com>.

Due to the global orientation and the associated logistical complexity, the following applies: A contract is only concluded when CTP expressly confirms the order or dispatches the goods. The automated confirmation of receipt of the order does not yet constitute an acceptance of the offer. This serves in particular to verify availability and country-specific shipping restrictions.

The customer is obliged to provide the information required in the order form truthfully and completely. When creating a customer account, the customer is personally responsible for the confidential handling of their access data.

The payment methods specified in the online shop are available to the customer. The purchase price as well as any applicable shipping costs are due immediately upon ordering. In the event of default of payment or chargebacks, CTP reserves the right to withhold the delivery and to charge the customer the full amount of the incurred fees.

All prices in the online shop are stated in Swiss Francs (CHF). CTP is not responsible for exchange rate losses or additional fees incurred by the customer's credit card or banking institution.

The delivered goods remain the property of CTP GmbH until full payment of all claims has been made.

Should CTP determine after a review that a delivery is not possible due to product availability, country-specific embargoes, shipping restrictions, or unforeseen logistical obstacles, the customer will be informed immediately via e-mail. In this case, the contract shall be deemed not to have been concluded. Any payments already made will be refunded to the customer in full and without deduction of fees to the originally used method of payment. Further claims, in particular compensation for damages due to impossibility of delivery, are excluded.

## 2. Special Characteristics of Worldwide Shipping

CTP ships products worldwide. Please note that time delays may occur between the receipt of the order, the technical preparation, and the actual delivery (due to international supply chains and customs clearance). Upon handover of the goods to the carrier (post, courier, freight forwarder), benefit and risk shall pass to the buyer in accordance with Art. 185 of the Swiss Code of Obligations (CO). CTP is not liable for delays, loss, or damage during transit.

All prices are ex warehouse Switzerland. Any import duties, country-specific taxes, and fees of the destination country are not included in the shipping costs and shall be borne entirely by the customer. If the customer refuses to accept the shipment or to pay the local charges, this shall be deemed a gross breach of contract. In this case, no refund of the purchase price will be made, as the service is deemed to have been rendered due to the attempted delivery, and the goods can often not be returned free of charge or are destroyed due to export regulations.

### 3. Right of Withdrawal and Return Policy

We grant you a voluntary right of return of 14 days from receipt of the goods. Since the CTP fuel catalyst is a sensitive high-performance product equipped with a specialized chip, strict conditions apply to the return:

- **Prerequisite:** A return is only possible if the seal of the product packaging is unbroken and the product is unused. As soon as the catalyst has been installed or the sealed protective sleeve has been opened, the right of return expires, as the integrity of the chip can no longer be guaranteed.
- **Incorrect Order:** Checking the compatibility of the catalyst with the respective vehicle/system is the sole responsibility of the customer, who must, for example, consider the number of tanks, tank size, tank shape, and tank material when ordering, and additionally provide various details regarding the target vehicle. In the online shop, the fuel catalyst is listed as vehicle-type-specific sales sets to facilitate a simplified ordering process. CTP only checks roughly based on the information provided to see whether obvious misunderstandings exist, which would trigger an additional clarification. A return due to non-fitting after opening the packaging is excluded.
- **Registration:** Every return must be registered in advance via our RMA system. Unauthorized return shipments cannot be processed.

For consumers (B2C) residing in the European Union (EU), the statutory 14-day right of withdrawal applies. The right to return also expires prematurely here as soon as the seal of the product packaging is broken or the sealed protective sleeve is opened, as the product is subsequently no longer marketable for reasons of technology protection and quality assurance.

### 4. Cost Consequences of Returns and Cancellations

In the case of an approved return or a cancellation before/after payment has been made or before/after shipment has occurred, the costs incurred by the company will be deducted from the refund amount. This includes in particular:

- **Transaction fees:** Fees from credit card institutions, PayPal, or other payment service providers that are not refunded to the payment recipient in the event of a chargeback.
- **System and administrative costs:** A flat rate for the effort of the online shop service provider as well as the administrative processing of the international return.

- **Logistics costs:** The original shipping costs (outbound shipping costs) will not be refunded. The costs for the insured return shipping shall be borne by the customer.
- **Customs duties:** If customs duties or processing fees are incurred upon re-importation into our central warehouse, these will be charged to the customer.

We ask for your understanding that due to various fixed cost structures (payment processing, shipping processing, customs duties, etc.), a 100% refund of the gross purchase price is generally not possible, particularly in international mail-order trade, unless CTP is at fault.

## 5. Warranty and Liability

CTP guarantees the functionality of the fuel catalyst according to product specifications at the time of delivery. The statutory warranty period is 2 years.

Defects resulting from improper installation, external influences, or manipulation of the chip are excluded from the warranty.

Liability for indirect damages, consequential damages (such as loss of revenue), as well as for damages resulting from delivery delays is fully excluded to the extent permitted by law.

## 6. Place of Jurisdiction and Applicable Law

All legal relationships are subject exclusively to Swiss law. The place of jurisdiction is located at the registered office of CatalystTechPerformance (CTP GmbH).