

Program 219 + GTR Basis Mercedes-Benz CLS 219

Prices

price in EUR (without VAT)

	fig.		Body / Aerodynamics	
A1 DE CONTROL OF CONTR	A4	LG01 219 00 F	ART GTR sport grille w/out star Lamella grille, industrially pre-primed with 3 seamless lamellas; until date of manufacturing 2/2008 Installation ART sport grille Painting ART sport grille	580,- 74,- 200,-
A3	A1	SP01 219 00 G	ART front spoiler blends in elegantly with existing lines of the car perfect fit only for original front skirt (not w/ code 772), functioning of standard lights is not affected Installation ART front spoiler Painting ART front spoiler	913,- 179,- 169,-
A4	A2	SP02 219 00 G	ART side skirts (2 pcs: left and right) fitting to original fastening spots without drilling Installation ART side skirt set Painting ART side skirt set	847,- 200,- 306,-
A5	A3	SP03 219 00 G	ART rear skirt perfect fit, only w/ original skirt (not w/ code 772 = AMG skirt) only w/ ART sport exhaust system (4 pipes) Installation ART rear skirt Painting ART rear skirt	913,- 158,- 169,-
A6	A4	SP79 219 00 G	ART GTR body components ART GTR front bumper skirt (please order lamp set 1 or 2) ART GTR sport grille ART GTR special wide fenders front ART GTR side skirts ART GTR rear door panels ART GTR rear fender panels ART GTR rear bumper (only w/ ART exhaust system) ART GTR vehicle lettering	15.900,-
			GTR conversion widening of the body and rear fenders disassembling of doors and lids for painting preparation of body parts for the painting high quality painting of standard and ART components fitting of painted standard and ART components	9.154,-
A7	A4	NS01 221 00 D	Lamp set 1: Halogen high / halogen fog per side one halogen high beam and one fog lamp with turning light function; incl. installation kit and wiring harness Installation ART lamp set 1	338,- 127,-
A8	A4	XE18 221 00 D	Lamp set 2: Xenon high / halogen fog per side one XENON high beam incl. control logic and one fog lamp w/ turning light function, incl. installation kit and wiring harness	781,-
A9	A8 A9 A10	KE88 219 00 D	Installation ART lamp set 2 GTR carbon fibre aerodynamic upgrade consisting of:	200,- 4.199,-
A10	Alo		- frontspoiler lip - mirror housings - masks for the b pillar - rear diffusor	
			Fitting GTR carbon fibre aerodynamic upgrade	295,-
A11	A11		ART trunk lid spoiler Installation ART trunk lid spoiler Painting ART trunk lid spoiler	470,- 42,- 148,-
THE REAL PROPERTY.	A12 A13		GTR rear wing GTR rear wing w/ carbon fibre flaps Installation GTR rear wing Painting GTR rear wing	1.855,- 2.100,- 306,- 538,-

price in EUR (without VAT)

Body / Aerodynamics fig KE88 219 20 D ART carbon fibre mirror housings (set of 2) A9 717,-90.-SR00 219 00 F ART vehicle lettering set 193,consisting of the 4 positions listed below: SR15 100 00 F ART emblem for engine hood (replaces MB-star) 42,-SR02 219 00 F ART emblem for trunk lid (replaces MB-star) 75,-SR50 100 00 F ART writing, chrome plated for trunk lid 55,-SR01 100 00 F ART lettering set left and right, 2 pcs 22.-License plate holder with ART logo in chrome SR02 100 46 F size: 18.1 x 4.3 inch, price per unit 14.-SR02 100 52 F size: 20.5 x 4.3 inch, price per unit 14,-

fig.		Lighting Technology	
B1 B1	XU33 219 00 D	Modification of stock headlamps into ART NERO Exchange of the chromed inner lamp mask by ART mask in matt black or any other desired color Please send your stock xenon headlamps to ART in Nürnberg; stating the VIN you can get the OEM headlamps also from ART	728,-
		Fitting ART Bi-Xenon NERO headlamps	179,-

Wheels fiq DS10 100 18 G ART anti-theft bolt set for ART wheels CO Effective protection against theft for your valuable ART wheels monoART1 - 18" Front and rear axle: ML01 858 55 G monoART1 - 8.5x18 TITANIUM MA01 858 55 G monoART1 - 8.5x18 TITANIUM polished AD30 060 14 A Fitting set for offset 25; possible tires: 245/40, 255/40 Please ask for the well-priced sets wheel with tire monoART1 - 19" Front axle: ML01 859 40 G monoART1 - 8.5x19 TITANIUM MA01 859 40 G monoART1 - 8.5x19 TITANIUM polished





	monoART1 - 9x20 TITANIUM monoART1 - 9x20 TITANIUM polished
AD15 045 14 A	Fitting set for offset 25, possible tire sizes: 245/30
	Rear axle:
	monoART1 - 10x20 TITANIUM
MA01 100 60 G	monoART1 - 10x20 TITANIUM polished
SD35 029 14 A	Fitting set for offset 25, possible tire sizes: 285/25
	Please ask for the well-priced sets wheel with tire
	MA01 900 40 G AD15 045 14 A ML01 100 60 G MA01 100 60 G SD35 029 14 A

Front axle:

AD15 045 14 A Fitting set for offset 25

AD20 050 14 A Fitting set for offset 25

ML01 109 45 G monoART1 - 10x19 TITANIUM

MA01 109 45 G monoART1 - 10x19 TITANIUM polished

monoART1 20"

tel: +49 (0)9128 925 00 fax: +49 (0)9128 920 502 email: information@art-tuning.de possible tire sizes: 245/35 (not for CLS55) or 255/35

possible tire sizes: 275/30 (not f. CLS55), 285/30, 295/30 Please ask for the well-priced sets wheel with tire

79,-

460.-

500,-

25,-

520 -

580,-

20,-

580,-

640,-

22,-

680,-750,-20,-

770 -840,-39,-

price in EUR (without VAT)

450,-

660.-

22.-

750,-

23,-

23.-

Wheels

monoART2 - 18" Front and rear axle: MA02 858 50 G monoART2 - 8,5x18 5/112 66,6

monoART2 - 20" Front and rear axle: MA02 900 45 G monoART2 - 20x9 5/112 66,6

Rear axle: MA02 000 60 G monoART2 - 20x10 5/112 66,6

AD25 055 14 A Fitting set for offset 25; possible tires: 245/40, 255/40

AD20 050 14 A Fitting set for offset 25, possible tire sizes: 245/30

AD25 055 14 A Fitting set for offset 25, possible tire sizes: 285/25

ARTstar2 - 20" (3-piece)

Please ask for the well-priced sets wheel with tire

Please ask for the well-priced sets wheel with tire





C4







Front and rear axle: AS02 900 34 G ARTstar2 - 9x20 837,-AP15 050 14 A Fitting set for offset 19, tire sizes: 245/30 or 255/30 20,-AS02 950 40 G ARTstar2 - 9.5x20 837,-AP20 055 14 A Fitting set for offset 20, tire sizes: 245/30 or 255/30 30,-SP50 029 14 A Fitting set for GTR body kit (offset -10), tire: 255/30-20 53,-Rear axle: AS02 100 34 G ARTstar2 - 10x20 891.-AP15 050 14 A Fitting set for offset 19 20,possible tire sizes: 285/25 (front: 245/30) AS02 150 28 G ARTstar2 - 10.5x20 891,-AP05 038 14 A Fitting set for offset 23 16,possible tire sizes: 285/25 (front: 245/30), 305/25 (front: 255/30) SP40 029 14 A Fitting set for GTR body kit (offset -12), tire: 305/25-20 53,-Please ask for the well-priced sets wheel with tire WHEEL ACCESSORIES & SPECIAL COATINGS 127,-AT00 MA1 01 A Coating monoART one colour allover AT00 MA1 02 A Coating monoART with line in different colour on the edge 206.-CL01 000 00 A Chrome line: monoART peen-finishing 264,-106,-AT00 FAB 02 A Coating ARTstar2 Outer Rim ("Lip") with line in different colour on the edge AT00 FIB 01 A Coating ARTstar2 Inner Rim 1 layer uni coating 34,-AT00 FST 01 A Coating ARTstar2 wheel star 63,-13,-AT00 RND 01 A Coating hub cap AB00 020 SW A ART wheel bolt covers, black 25.-DS10 100 18 G ART anti-theft bolt set for ART wheels 79,-AS01 200 00 C TPMS Sensor for all countries except North America & Asia 114.-

Suspension

AS01 200 01 C TPMS Sensor for North America & Asia

AS00 100 00 C Hub cap, with "ART" logo - as spare part

VV00 100 00 C Valve extension for ARTstar2

FW01 219 00 G	ART sport springs lowering of approx. 35 mm, comfortable setting 4 shorter special springs, max. front/rear axle load 1045/1185 kg	335,-
	Installation ART sport springs	253,-
	ART Electronic suspension system for Airmatic (until 2005) ART Electronic suspension system for Airmatic (from 2006) up to 40 mm lower - individually adjustable +- 15 mm for safety reasons no further lowering while driving	1.240,- 1.240,-
	Installation ART Electronic suspension system	127,-
	Electronic vehicle mesurement and alignment	116 -

114,-

7,-

21,-



Engine

fig

PERFORMANCE INCREASE (PETROL ENGINES)

We recommend for all ART tuned engines the use of petrol with at least 98

ART performance increases do not affect the emission tax classification. The mentioned performance data are approximate values and may vary depending on the individual vehicle.



AS55 219 00 D ART performance kit "AS55K" for CLS 55 K

13 312 -

consisting of: performance pulley kit

improvement of flow dynamics with carbon fibre air ducts

intercooler with stand-alone water tank

special headers

optimization of ECU

ART writing for trunk lid

Performance increase from

350 kW (476 bhp) auf 455 kW (620 bhp)

and from 700 Nm to 900 Nm torque

Acceleration 0-100 km/h: 4.1 s

Vmax displacement to 320 km/h

Please note: tires & speedometer have to be in line w/ new Vmax

Installation ART performance kit "AS55K"

1.888,-

AP55 219 00 D ART performance kit "A55K" for CLS 55 K

6.225,-

consisting of:

performance pulley kit

optimization of ECU

ART writing for trunk lid.

Performance increase from 350 kW (476 bhp) auf 412 kW (560 bhp)

and from 700 Nm to 790 Nm torque

Acceleration 0-100 km/h: 4.4 sec

Electronic displacement of the speed limit to 320 km/h

Please note: tires & speedometer have to be in line w/ new Vmax

Installation ART performance kit "A55K"

950.-

AK35 219 10 C ART supercharger kit "AK35" for CLS 350

15.720,-

Supercharger system incl. intercooler w/ heat exchanger, additional oilcooler, special v-belt, optimized ECU & Vmax delimiter, ART writing for

Performance increase from

200 kW (272 bhp) to approx. 265 kW (360 bhp) and

258 lbs-ft to 324 lbs-ft torque

Installation ART supercharger kit "AK 35"

1.888,-

DIESEL POWER

Optimization of the ECU via direct programming or via the OBD connection. No additional module, no soldering, no additional wiring - just the clean, direct digital optimization of the ECU.



DP32 225 00 D ART DieselPower Basis 320 CDI, 225 PS

1 084 -

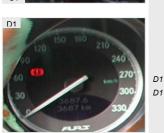
158,-

performance increase from

165 KW (225 PS) to 192 KW (261 PS)

torque increase to 600 Nm

AT-GUT-LS A TÜV certificate for performance increase



tel: +49 (0)9128 925 00

fax: +49 (0)9128 920 502

email: information@art-tuning.de

INSTRUMENTS / ENGINE ACCESSORIES

MK01 113 00 C ART carbon fibre engine cover for AMG 55 1.677,-Fitting ART engine cover 95.-

VM01 219 00 B V-max Unit CLS 500 1.361,-VM02 219 00 B V-max Unit CLS 55 1.361,-

> cancellation of the speed limiter tires and speedometer have to be in line with new top speed

Installation ART V-max unit 95 -

KO01 219 00 B ART speedometer 330 or 360 km/h 1.185,-KO11 219 00 B ART speedometer with scale up to 220 mph 1.530.-

> w/ ART logo in the speedometer reconstruction in exchange for standard part Installation ART speedometer

Ausgabe 2008 1.1 - ab/from 9 Juli 2008 Technische und preisliche Änderungen vorbehalten Subject to technical and price changes

127,-

200,-

1.511,-

295,-

200,-

53,-

274,-

2.627,-

1.308,-

781,-

790,-

Exhaust system





fig

ES01 219 80 (G ART Sport rear silencer system - four-pipe	1.897,-
	completely in stainless steel, for ART & standard rear skirt	
	1 rear silencer left and 1 rear silencer right	
	4 end pipes, hard chrome, with ART logo, diameter 80 mm	
ES55 219 00 (G ART sport exhaust system for GTR	2.199,-
	and a suith OTD was a bound and add to	

only with GTR rear bumper skirt completely in stainless steel 1 rear silencer left and 1 rear silencer right

4 end pipes, double walled with ART logo, diameter 100 mm

Installation ART sport exhaust system - four-pipe

Interior

















ART SPORT STEERING WHEELS
ergonomic shape with perforated grip area
in exchange for standard steering wheel
also available for AMG versions
please state desired leather color and type of wood

	noble wood / leather leather / leather perforated	990,- 790,-
	noble wood / leather - with MB shifting buttons alcantara / leather - w/ MB shifting buttons	1.293,- 1.190,-
EH75 219 10 E	noble wood / leather - for AMG leather perforated / leather - for AMG alcantara / leather - for AMG	1.293,- 1.190,- 1.190,-

EH55 000 AB E	Upholster airbag in leather or alcantara
	Surcharge for standard steering wheel
	Installation ART sport steering wheel

EH75 219 30 E carbon fibre / leather - for AMG

LA01 219 00 C ART Bi-color leather trim	2.825,-
Complementary trim for standard leather	.

4 door panels, 4 head rests, Centre console front and back, arm rest front, shift lever bottom Installation

KI01 219 00 E ART carbon fibre trim complete dash board ashtray mask mask above ashtray shift floor

selection lever 2 louvers (between rear seats)

in exchange for standard MB interior parts

Surcharge if standard parts are not delivered **Fitting**

	STAINLESS ST	TEEL & ALI	JMINUM	
SL01 219 00 G	ART step lights	*WORLD P	REMIERE*	
		olished, illumi	ont and rear doors; nated in blue, 4 po	

stainless steel, polished, illuminated in blue, 4 pcs	
Installation ART step lights	237,-
EL01 211 00 G ART Illuminated entry ledges f. front doors (2 pcs)	505,-
stainless steel, polished, with illuminated ART-logo in blue, 2 pcs Installation ART entry ledges	137

	CARPETS
	with ART-Logo, in anthracite - further colors on request
VT01 219 00 G	Carpet set in velour for foot area, 4-piece LHD
VT05 219 00 G	Carpet set in velour for foot area, 4-piece RHD
VT11 219 00 G	Trunk carpet in velour
VT02 219 00 G	GTR carpet set in velour for foot area, 4-piece LHD
V/T12 219 00 G	GTR trunk carpet in velour

299,-299,-196,-299,-196,-

General Terms and Conditions

- The conditions stated hereinafter shall apply to all -even future- supplies and services of ART tuning GmbH (hereinafter referred to as "ART"). Conflicting General Terms and Conditions of the contractual partner are hereby expressly rejected. Such General Terms and Conditions of a contractual partner shall not bind ART even if ART does not object to them explicitly or if ART provides goods or services without reservation although ART
- knows about contrary or deviating conditions.

 2. Deviations from ART General Terms and Conditions are
- therefore only binding, if they have been set forth in writing in the individual contract and have been confirmed in writing by ART.

 3. The conditions stated hereinafter shall apply generally to all ART contractual partners. Deviating special provisions, in particular for consumers, shall be indicated specifically.

B. Conclusion of contract
ART offers are subject to confirmation. Conclusions of contract and oral collateral agreements and warranties including those by representatives of ART are only binding if confirmed in writing.

C. Prices

- ART prices for deliveries are ex works, unless stated otherwise in the order confirmation from ART. Packaging, freight, postage, insurance and delivery fees shall be charged separately
- Prices for repair, installation and other services shall be according to expenditure. Hours of work shall be charged according to the applicable price list for hourly rates, if the ART price list does not contain any other applicable price information The prices in the applicable price list shall be charged for parts
- 3. Price quotations in brochures and catalogues are only binding if such brochures and catalogues are still valid at the time the purchase order is placed and the ART order confirmation does not state anything to the contrary.
- For consumers, the gross prices indicated by ART apply; for business customers the valid sales tax must be added to the net

D. Conditions of payment

- Unless otherwise specified in the ART order confirmation, ART invoices shall be paid immediately without any deduction. Invoices for repair and installations for vehicles placed as the disposal of ART as well as invoices for deliveries of vehicles shall be paid before or upon collection of such vehicles
- 2. If the payment term is exceeded, the contractual partner will be in default at the statutory rate of interest valid at the time. The assertion of further damages caused by default remains reserved. This is without prejudice to § 353 HGB (German Commercial Code).
- 3. In case of partial deliveries or partial services. ART is entitled to refuse the performance of services still to be rendered under the contract in the event of a default in payment of the contractual partner until the outstanding claims have been settled. Furthermore, ART is entitled to demand matching payment with delivery notwithstanding the provisions set forth in Subsection 1 regarding services still to be provided.
- 4. The non-observance of conditions for payment, default, or other circumstances that reduce the creditworthiness of the contractual partner entitle ART to immediate maturity of claims from current business relations.
- 5. The contractual partner obtains the right to offset against counterclaims only if such counterclaims have been validated by a court decision, are uncontested, or have been accepted by ART. The contractual partner is only authorized to exercise a right of retention, if the counterclaim is based on the same contractual relation

E. Delivery periods and dates

- 1. Delivery periods and dates are only approximate information, unless such periods and dates have been explicitly designated as binding in writing. The delivery period for a purchase order commences on the day of the order confirmation by ART, but not before clarification of all technical and commercial details as well as presentation of any necessary authorization. Any modifications to the object to be delivered requested by the contractual partner within the delivery period shall interrupt and extend the delivery period accordingly. Delivery periods in connection with performance of an installation, repair, and maintenance contract shall not commence before order confirmation nor before the vehicle that is to object of such work is made available to ART.
- 2. In case of force majeure, such as delayed deliveries by a subcontractor, strike, lock-out, shortage of material, official actions as well as other cases of force majeure, the delivery period or performance period shall be extended by the period between the commencement and cessation of such an event.
- 3. In cases of non-availability or non-rendering of services caused by serious impediment or impossibility, ART is entitled to rescind the contract without being exposed to claims for damages, if ART has notified the respective contractual partner immediately and has simultaneously undertaken to refund consideration already received.
- 4. If ART is in default with contractual services, the contractual partner is obliged to grant in writing a reasonable period of grace for performance. If the contractual object is not or not completely delivered within such period of grace or the services are not or not completely rendered, the contractual partner has the right to rescind the contract after expiration of such period with respect to deliveries and services that have were delivered up until deriverse and services intain have were derived by driving expiration of the period of grace. For this purpose, the dispatch of goods is equivalent to the delivery in the case of delivery transactions. If the contractual partner suffers damage as a result of a delay in delivery attributable to ART, ART shall compensate for damage that can be proved to have arisen as a result. However, such compensation is limited to $5\,\%$ of the net price of the delayed or omitted delivery or service, unless ART has caused damage by intent or gross negligence. If the contractual partner is not a consumer and makes claims for damages in lieu of performance, such claims are excluded unless ART caused such damage by gross negligence.

- 5. ART shall be released from any observance of delivery periods, if the contractual partner is in default of payment for prior orders or for partial deliveries of an order, or fails to fulfil other contractual obligations
- 6. In case of dispatch, the day when the goods are dispatched shall be considered the date of delivery. In other cases, it shall be the day, on which the contractual partner receives notice of readiness for dispatch, delivery or handing over of goods.

Dispatch/risk in the goods

- The goods may be dispatched to the contractual partner or any named third person at the expense and risk of the contractual partner.
- 2. In case of dispatching goods, the risk in the goods passes to the contractual partner as soon as the goods have left the premises of ART or left the premises of a supplier on the instructions of ART. This do not apply to consumers.
- 3. If dispatch is delayed due to circumstances attributable to the contractual partner, the risk in the goods passes to the contractual partner on the day the contractual partner is notified
- 4. ART is entitled to insure the goods against transport risk at the
- expense of the contractual partner.

 5. Goods not to be dispatched or other services may be received or collected from the contractual partner on the premises of ART within no more than seven days of being notified that the goods are ready for delivery or collection. If the contractual partner fails to collect the goods, ART is entitled to make use of its statutory
- 6. If ART claims damages, such compensation shall amount to 20 % of the purchase price of contracts regarding cars, spare parts or other services. The compensation shall be higher or lower, if ART is able to furnish proof of higher damage or the contractual partner is able to furnish proof of lower damage.

G. Liability for defects

- The contractual partner is obliged to inspect delivered goods immediately upon receipt and to give written notice of a defect immediately at the place of destination or within no more than eight work days of receipt. Notification of latent defects shall be made immediately upon ascertainment. If the contractual partner fails to observe the time limit for notification of a defect, all claims in respect of defects for which notification was not made or not made on time are excluded, if the contractual partner is a 'Kaufman' as defined in the HGB (German Commercial Code) or a legal entity of public law.
- 2. In case of defective deliveries or services, ART shall have the opportunity to inspect the defects for which notification was made and may choose to do this in situ or on its own business . The inspection shall take place immediately, if the contractual partner declares his or her interest in immediate settlement. Goods or services being found defective shall not be modified without the consent of ART. Otherwise, the contractual partner may lose his or her claims based on liability for defects Notwithstanding the above provisions, rectification of defects may be effected by another professional workshop at the expense of ART, if the following conditions are fulfilled:
- 2.1 If the vehicle is unserviceable due to a defect and is more than 50 km from the premises of ART and ART has given prior
- consent to the placing an order with the third-party workshop. 2.2 If an emergency has arisen and ART is unable to take remedial action immediately; this is without prejudice to the obligation of the contractual partner to notify ART of the defect immediately, stating the address of the workshop entrusted with
- If defects have been remedied by another professional workshop, the order for work shall state that it is an order for rectification of defects for ART and that removed parts shall be stored for a reasonable period. Only if this is the case, is ART obliged to reimburse costs that have been proved to have been incurred to the customer. However, the contractual partner is obliged to keep the costs for defect rectification as low as
- 3. In case of provable material or workmanship defects, ART is entitled to remedy the defects free of charge or to replace free of charge or to credit the invoice value against return of the defective goods or to grant the contractual partner reduction of the purchase price, taking the contractual partner reduction of the purchase price, taking the contractual partner's interest into account. This is without prejudice to deviating statutory provisions for the protection of the consumers.

 4. If ART fails to fulfil one of its chosen obligations to perform
- If ART fails to fulfil one of its chosen obligations to perform subsequently of if the subsequent performance fails, the contractual partner can choose either a reduction in the purchase price or rescission of the contract within the scope of the provisions of the law. This is without prejudice to mandatory consumer protection rules.
- 5. If defects occur on vehicles which are made available to ART for the purpose of executing structural alteration and/or actions to increase performance and/or installation of special components and/or of performing maintenance or repair, the obligation of ART based on liability for defects is limited to such parts installed or services rendered by ART. Notwithstanding the provisions set forth above in Subsection 3, ART is obliged to remedy provable material or workmanship defects.
- 6. Other or further claims of the contractual partner, in particular claims for compensation for handling costs, costs relating to installation and removal as well as damages not relating to the installation and removal as well as damages not relating to the delivery object (consequential damages), are excluded to the extent permitted by the law. This is without prejudice to deviating statutory provisions for the protection of the consumers.

 7. If the customer submits a limit sample to ART, ART is only
- liable for the delivery being executed in accordance with the inspected limit sample allowing for any corrections (stipulation of
- quality by limit sample).

 8. Claims based on liability for defects as provided for in this section refer exclusively to defects of deliveries and services by ART, including any defects on new vehicles with increased performance that existed on the date of risk transfer to the contractual partner, or defects resulting from material and/or workmanship defects that existed on the date of risk transfer to workmanship detects that existed on the date of lisk transfer to the contractual partner. The resulting claims based on liability for defects of the contractual partner are subject to a limitation period of 12 months as from the date of risk transfer. In case of second-hand purchase objects, all liability for defects as to quality is excluded, unless the existence of such defects was

concealed fraudulently. In case of contracts with consumers, the limitation period for delivery of new cars and for execution of services is 24 months and the limitation period for delivery of used goods is12 months as from the date of risk transfer to the contractual partner.

H. Claims under warranty

- Claims by a contractual partner based on violation of a warranty are only possible, if ART provided an express warranty of quality or service life to the contractual partner and designated the warranty as such. The written confirmation can be replaced
- by handover of pre-drafted written warranty conditions.

 2. Conditional upon the specific warranty promises and/or warranty conditions, the contractual partner is only entitled to claim damages relating to the violation of a warranty, if the damage that occurred is of a kind that the warranty was intended to protect the contractual partner against.

- to protect the contractual partner against.

 I. General limitations of liability, limitation time

 1. The liability of ART is determined exclusively by these conditions. All claims not expressly acknowledged in these conditions, in particular claims for damages based on impossibility, default, violation of contractual collateral duties (e.g. advice, providing information), culpa in contrahendo, tort – such claims relate to claims for defects by the contractual partner are excluded. This principle does not apply, if the claims are based on an intentional or grossly negligent act/omission of ART or a legal representative or vicarious agent or based on the fact that ART, its legal representative or vicarious agent has negligently violated essential contractual obligations or has otherwise violated substantial contractual obligations or on the fact that an intentional or negligent violation of life, body and/or health of a third person has occurred. This is without prejudice to deviating statutory provisions for the protection of the consumers.

 2. All claims against ART, irrespective of their legal basis, are subject to limitation period of no more than one year, except in the case of an intentional or fraudulent act by ART. In such cases, the provisions of law regarding limitation periods shall apply. This is without prejudice to deviating statutory provisions for the protection of the consumers.
- 3. Exclusions of liability according to these General Terms and Conditions shall not be applicable for claims based on the German Product Liability Act (ProdHaftG).

 J. Extended right of lien

- 1. ART is entitled to a contractual right of lien on the object in its possession due to the order based on its claims from this order.
- 2. The contractual right of lien can also be asserted based on claims from previously executed works, deliveries of spare parts and other services, provided that such claims are related to the contractual object. The right of lien applies to other claims based on this business relationship, only if such claims are uncontested or have been validated by a court decision and the contractual object is owned by the contractual partner.

K. Retention of title

- ART retains title to the delivered goods until fulfilment of all claims against the contractual partner of the current business relationship in full. The same shall apply, if the price for certain deliveries designated by the contractual partner has been paid. Processing and manufacturing may be done by ART. However, ART is not committed to such works and its title may not become extinct hereby. If the contractual partner consolidates the reserved goods with other goods, ART shall obtain joint ownership on the new object with regard to the invoice value of all consolidated goods. The new object shall therefore be considered as reserved goods for the purpose of these conditions.
- The contractual partner is entitled to sell the reserved goods in the proper course of business. Any other uses are prohibited.
- All claims arising out of the use of the reserved goods shall be as-signed to ART in advance. If the reserved goods are sold with other objects not owned by ART or are used as material for the performance of contracts for work and services, the assignment of the reserved goods only covers the portion of revenue corresponding to ART's portion of joint ownership of the reserved goods.
- . The contractual partner is only entitled to collect the assigned claims in the proper course of business.
- 5. The contractual partner must notify ART of any intervention in the reserved goods or the assigned claims by a third party. The costs for such intervention shall be borne by the contractual
- 6. Authorization of the contractual partner to dispose of the reserved goods and to collect the assigned claims expires in the event of non-observance of conditions of payment as well as in of protests relating to bills and cheques. In such a case, ART is entitled to take possession of the reserved goods. The costs thereof shall be borne by the contractual partner. Reclaiming the goods results in rescission of the contract, only if rescission is expressly declared by ART. At the request of ART, the contractual partner is furthermore obliged to make information and documents available to ART that are needed to assert the assigned claims.

L. Scrap parts

The contractual partner must take possession of original or scrap parts removed from vehicles - except for parts that have been paid for by or otherwise passed into the ownership of ART - within four weeks. After this period of time, ART will not take responsibility for storage. Replacement is excluded

M. Place of performance, place of jurisdiction, governing

- The courts at the domicile of ART shall have exclusive
- jurisdiction.

 2. The governing law for deliveries and services of ART shall be the laws of the Federal Republic of Germany as applicable between German domestic parties. The application of laws on international contracts and the purchase of goods is excluded
- The above Subsections 1 and 2 do not apply if the contractual partner of ART is a consumer.

N. Personal data

 ART is entitled to record and to process personal data of the contractual partner by means of electronic data processing

O. Ineffectiveness

The ineffectiveness of single conditions does not affect either the validity of the contract nor the validity of the remaining conditions.