

General Terms and Conditions

1. Scope

Solely the present general contract terms and conditions shall apply to all deliveries and services of Rosenberger Hochfrequenztechnik GmbH & Co, KG, Hauptstr. 1, D-83413 Fridolfing, Email: magcode@magcode.com, trade register: Amtsgericht Traunstein, HRA 5566 out of or in connection with a contract conclusion between the customer and Rosenberger HFT in electronic dealings also for all future transactions. Different provisions including but not limited to different provisions in customer's general terms and conditions shall only be valid if confirmed in writing by Rosenberger HFT.

2. Offer, Contract Conclusion, Writing Requirement

2.1. If despite contractual obligation (sub-)suppliers do not deliver to Rosenberger HFT the goods ordered by the customer and/or if Rosenberger HFT does not receive the parts required for production of the goods ordered by the customer, Rosenberger HFT may withdraw from contract. In that case the customer will be informed immediately to the address indicated by him. A purchase price which may have already been paid will immediately be reimbursed to the customer.

2.2. Collateral covenants must be made in writing in order to be valid. Orders given by phone or in any other form shall be deemed to have been accepted if shipment or delivery of the goods is made on account.

3. Delivery

3.1. Rosenberger HFT shall endeavour to deliver the goods ordered within three working days. Delivery dates and terms are only binding, if confirmed in writing by Rosenberger HFT.

3.2. The delivery term or the delivery date is considered to have been observed, if the consignment has been shipped, if readiness for shipment has been communicated or if the consignment has been collected within the term and/or on the agreed upon date. If non-compliance with a term or a date is due to Force Majeure, mobilization, war, riot, strike, lock-out or other unforeseeable impediments concerning our business for which we are not responsible and which have occurred and/or become known to us after contract conclusion, the term and/or date shall be extended adequately. This shall apply also in cases of unforeseeable events working on the operation of our sub-supplier and for which neither we nor our sub-supplier is responsible.

3.3. Shipment shall be made at customer's expense. Insurances shall be effected by us only on explicit request by customer who shall bear the cost.

3.4. Partial deliveries shall be admissible in so far as this is reasonable for the customer.

4. Right of Cancellation by the Customer

If the customer is consumer within the meaning of § 13 BGB [German Civil Code], he may withdraw from contract within two weeks after receipt of the goods by sending them back. If the goods cannot be shipped by parcel, he may withdraw from contract by text form request to take the goods back to be declared to Rosenberger HFT. Rosenberger HFT may retain a depreciation in value which may have occurred by starting usage of the goods.

5. Prices

5.1. The prices are ex-works prices including packing and transport cost as well as statutory value added tax.

5.2. The prices given on the Internet offer page are only valid in case of an order placed in electronic dealings.

6. Payment

6.1. Invoices of Rosenberger HFT are payable without deduction cash on carry, if place of destination is inside the Federal Republic of Germany. For shipping to foreign countries (outside the Federal Republic of Germany) only payment in advance is possible. If other payment possibilities are given on the Website, these can be chosen as well.

6.2. Offset with customer's claims which are not undisputed or which do not have legal force

is excluded. The same applies to a lien on goods for counterclaims in so far as such claims are not based upon the same contractual relationship. If the customer is an entrepreneur within the meaning of § 14 BGB [German Civil Code], he can rely on a lien on goods only for undisputed claims with legal force or claims mature for a decision.

7. Retention of Title

Until complete payment of all claims existing against the customer, the goods delivered remain the property of Rosenberger HFT.

8. Warranty

8.1. If the customer is a consumer within the meaning of § 13 BGB [German Civil Code], warranty is based upon statutory provisions and not upon the present General Terms and Conditions. Otherwise only the present General Terms and Conditions shall apply.

8.2. If redhibitory defects occur, the defective parts have to be reworked, redelivered or resupplied upon Rosenberger HFT's discretion. First Rosenberger HFT must always be granted the opportunity of redelivery within an adequate period of time.

8.3. If new performance fails, the customer may withdraw from contract or reduce payment without prejudice to eventual damage claims. Indemnification for futile expenditure can only be requested by the customer, if Rosenberger HFT is liable for the defect due to intent or gross negligence.

8.4. Warranty claims are barred after one year except for the cases of § 438 para 1 no. 2 BGB [German Civil Code] and § 634 a para 1 no. 2 BGB [German Civil Code]. Statutory provisions apply to the start of the statute of limitations.

8.5. The examination and claim duties of §§ 377 following sections HGB [German Commercial Code] remain unaffected.

9. Liability

9.1. Damage claims by the customer are excluded.

9.2. Except:

a) Damages for violation of substantial contractual duties (cardinal duties). In the case of simple negligence, however, liability for indemnification is limited to the foreseeable damage typically occurring.

b) Damages out of violation of life, body or health, if Rosenberger HFT is responsible for the violation of duty.

c) Other damages based upon an intentional or grossly negligent violation of duty with Rosenberger HFT's violation of duty being of the same standing as a violation of duty of their legal representatives or vicarious agents.

d) Indemnification for impossibility or inability.

9.3. The above provisions do not represent a change of the burden of proof to the disadvantage of the customer.

9.4. Liability in accordance with the product liability law remains unaffected.

10. Protection of Data Privacy

The customer has been informed about type, scope, place and purpose of the gathering, processing and use of data required for order execution and settlement of the e-commerce payment system. In so far he explicitly agrees to the gathering, processing and use of his data.

11. Conclusions

11.1. German law shall be applicable. Validity of the United Nations Convention for Contracts on the International Sale of Goods dated 11th April 1980 (CISG) shall be excluded.

11.2. If the customer is an entrepreneur within the meaning of § 14 BGB [German Civil Code], Heidenheim shall be place of performance.

11.3. For contracts with absolute merchants, corporate bodies of public law or special property under public law, Heidenheim shall have exclusive jurisdiction.

11.4. If individual provisions of the present General Terms and Conditions or of the contract

concluded with the customer are invalid wholly or in part, validity of the remaining provisions shall be unaffected.