

General Terms and Conditions:

General

We only supply under these Terms and Conditions of Sale. By accepting our offer, the customer recognises these terms and conditions, even if they fully or partially conflict with the terms and conditions of the customer. If the customer does not wish to recognise our terms and conditions, the customer must reject our offer. Insofar as software (operating systems or similar programs) is purchased from roda computer GmbH, the objects of this Agreement shall be the computer program stored on the data medium, program description, user manual and other associated written material. Hereinafter this shall be referred to as 'Software'.

1 Placing Orders

Our offers are non-binding. We may accept contracts and orders from our customers within a period of 8 days by express written acceptance, fax, orally, by telephone, e-mail or by directly sending the goods immediately, unless the offer stipulates a different period of time. We shall have the right to withdraw from the Agreement if the financial circumstances of the purchaser significantly deteriorate, if an application for bankruptcy or court protection from creditors is filed, or if the party to the Agreement defaults on payment for a delivery.

2 Shipping

The recipient shall bear the risk of transportation, including in the case of carriage-paid delivery. We reserve the right to select the manner of delivery (transport route). We shall provide statutory insurance for the goods, unless expressly indicated otherwise by the customer in writing. Any loss or damage arising during transportation must be reported immediately. The customer shall also be obliged to accept partial deliveries without having been required to provide express consent in advance.

3 Warranty Terms

a) The warranty includes all defects present upon delivery, including those proving to be concealed defects. The warranty period for all products and accessories shall be 24 months as of shipment from our warehouse. The warranty period for rechargeable batteries shall be six (6) months. Repairs which are to be carried out by roda computer GmbH beyond the warranty period shall be priced based on the repairs price list valid at the time. In order to bring a warranty claim, it shall be necessary to enclose a copy of the delivery order or invoice with which the device was delivered, and a service certificate stating the model number and serial number with the defective part. The service certificate can be downloaded from the website of roda computer GmbH. No new warranty periods shall commence through use of the warranty. Signs of wear and the consequences of inappropriate storage or use of the goods by the customer are excluded from the warranty. Our seller's warranty shall end if the customer fails to report obvious defects to us in writing within one week of receipt of the goods. Returned goods must be delivered at the expense of the customer. The warranty of roda computer GmbH shall be restricted to subsequent improvements of the goods in question. If subsequent improvements should fail, we shall provide subsequent delivery (of replacement goods). Thereafter, the customer shall have an unrestricted claim for cancellation of the contract or reduction of the price. If hardware, operating systems or other software are purchased at the same time, these shall count as having been sold not belonging together.

b) roda computer GmbH shall assign its warranty claims against its upstream suppliers to the customer. Any warranty claims brought by the customers against roda computer GmbH shall depend on the previous legal initiatives taken against the suppliers of roda computer GmbH. roda computer GmbH shall only be liable for the warranty in the event that previous legal initiatives taken against the upstream suppliers failed.

c) The warranty shall end as soon as the housing seal is broken and/or defects are caused by repair work carried out by the purchaser or a third party which was not authorised by roda computer GmbH.

d) This does not include the purchaser's claims for damages due to culpability upon conclusion of the Agreement, breach of collateral duties arising from positive violation of the Agreement, in particular for consequential harm caused by defects, unless caused by us or our vicarious agents intentionally or as a result of gross negligence. Insofar as the product was produced by roda computer GmbH, any claims based on product liability - insofar as a direct purchaser is concerned - shall be excluded.

e) All seller's warranties shall become void if a warranty reduction on the purchase price is agreed.

f) Should no warranty claims be brought, the customer shall be immediately informed thereof. The customer shall then be free to approve repair work on the basis of a quotation. Should the customer refuse the quotation, the customer shall be billed € 69 for the quick diagnostics work carried out on the device. In general, quoted costs for the repair work are to be considered non-binding. Additional costs may arise due to hidden defects only discovered during the repair work. The customer shall be immediately informed of the discovery of any such defects.

4 Delivery Time

The delivery period shall commence as soon as agreement is reached on all terms and conditions of the order and any contractual terms have been clarified. Claims due to non-adherence to a delivery deadline shall only exist if a grace period of at least 2 weeks was set by registered post and said grace period was also not adhered to. Interruptions of operations - irrespective of field and cause - shall release roda computer GmbH from adherence to specific agreed delivery deadlines. Said interruptions shall grant entitlement to fully or partially withdraw from this Agreement. Claims for damages are excluded.

5 Prices

Prices are non-binding. The final price list shall be determinative for invoicing individual deliveries, however we shall be entitled to pass on any arising price increases (e.g. due to exchange rate fluctuations or freight price increases) without prior notice. A minimum quantity surcharge of €10 shall be charged on orders with a goods value of less than € 150. All prices are ex warehouse from Hüllhorst or Lichtenau, plus statutory VAT.

6 Payment

Unless otherwise agreed, the latest date of payment shall be seven (7) days after the invoice date, net and with no deductions. Upon expiry of this period, the purchaser undertakes to unpromptly pay interest on our outstanding balance of five (5) per cent above the discount rate of the German Central Bank. This does not exclude any additional claims due to damage caused by delay. Any other agreements must be made in writing. Insofar as no other specific methods of payment have been agreed, the seller shall be entitled to direct debit the purchase price from the purchaser. The purchaser hereby grants authorisation for the direct debit process. Any other agreements must be made in writing.

7 Retention of Title

a) roda computer GmbH reserves ownership of the goods until all receivables with regard to the purchaser arising from the business transaction, also including future receivables from agreements concluded simultaneously or thereafter, have been settled. Retention of title shall also encompass the recognised balance, insofar as receivables from the party to the Agreement are booked on open account (current account retention).

b) In the event of a major breach of the Agreement, especially in the event of default in payment, roda computer GmbH shall be entitled to recall the delivered item. The purchaser shall be obliged to surrender the item. Recalling a delivered item shall not represent withdrawal from this Agreement unless roda computer GmbH expressly declares this in writing. In the event that the item delivered by roda computer GmbH is seized, roda computer GmbH and the seizing party are to be immediately informed thereof, in order that legal action can be instituted in accordance with Section 771 of the German code of civil procedure (ZPO).

c) The item subject to retention of title is to be stored by the purchaser for roda computer GmbH with the care of a prudent businessperson, and is to be insured to a sufficient amount against fire, water, theft and other liability risks at the expense of the purchaser. The purchaser hereby assigns its claims arising from the insurance agreements to roda computer GmbH. roda computer GmbH hereby accepts said assignment.

d) If the purchase price is paid by the purchaser by bill or cheque, this shall merely create accounts receivable by bill or cheque for roda computer GmbH. Retention of title, the accounts receivable from the delivery of goods and/or claims arising from extended retention of title shall only end or be settled when the bill or cheque has been paid by the purchaser as the drawee.

e) The purchaser shall be entitled to resell the goods subject to retention of title as part of ordinary business. The purchaser hereby assigns roda computer GmbH all outstanding payments arising to the purchaser from the secondary purchaser or third party from the resale, regardless of whether the delivered item has been resold with or without agreement. roda computer GmbH hereby accepts said assignment.

f) If the goods subject to retention of title are resold either unmodified or modified in connection with items belonging entirely to the purchaser, the purchaser shall hereby assign the full accounts receivable arising from the resale to the seller. If the goods subject to retention of title are resold by the purchaser after modification/combination with goods not belonging to the seller, the purchaser hereby assigns the arising outstanding payments, to the value of the goods subject to retention of title along with all ancillary rights, with priority over the rest. The seller shall accept the assignment.

g) Even after assignment, the purchaser shall still be entitled to collect these outstanding payments. The authority of the seller to collect the outstanding payments remains unaffected. However, the seller undertakes not to collect the outstanding payments as long as the purchaser fulfils its payment and other obligations. The seller may demand that the purchaser reveal the outstanding payments assigned to it and the debtors thereof, provide all information necessary for collection and surrender all accompanying documentation, in particular the customer orders, copies of the order confirmations and copies of the invoices. The seller may also demand that the purchaser inform its debtors of the assignment to roda computer GmbH.

h) The purchaser shall always carry out modification/conversion of goods subject to retention of title for the seller. If the goods subject to retention of title are modified with items belonging fully to the purchaser or with items not subject to any extended retention of title, the seller shall be the sole owner of the new item. If the goods subject to retention of title are modified with other items not belonging to the seller, the seller shall have joint ownership of the new item proportional to the value of the goods subject to retention of title in relation to the other modified items at the time of modification.

i) If the value of the existing securities exceeds that of the receivables to be secured by more than 15 %, roda computer GmbH shall be obliged to release said securities correspondingly at the request of the purchaser.

8 Compensation for Breaches of the Agreement

roda computer GmbH points out that the purchaser shall be liable for all damage due to breaches of copyright arising against the licensor due to the purchaser having breached the provisions of this Agreement. Furthermore, we would like to point out that the duplication or distribution of our software or a modified/converted version thereof is punishable by a fine or up to one year in prison.

9 Copyright

roda computer GmbH keeps all property and patent rights to submitted documents, as drawings, drafts, calculations, circuit diagrams, etc. without any limitation. Transfer of that documents to third parties are not allowed without approval of roda computer GmbH. Quotes' concerning drawings or other data have to be returned when required and unless leading to an order.

10 Liability

The liability of roda computer for damages is limited to the amount of the valid business and product liability insurance (issue 2013: for combined limit of 5 Mio € for bi and pd; 3 Mio € for financial losses; 5 Mio liability for environmental damage), unless roda computer GmbH induced the damage wilful or grossly negligent. Liability for pure financial loss, means monetary damage, which caused directly (loss of profit, impact to business operations, etc.) are excluded unless roda computer GmbH induced wilful.

11 Exports

It is not permitted to export contract goods to or import contract goods from countries outside of the European Community, unless we grant our prior written consent thereto. All exports are subject to German, European and/or US foreign trade regulations.

12 Place of Fulfilment and Jurisdiction

For both parties to the Agreement, the place of fulfilment of payment and delivery shall be Lichtenau and for the delivery of power supply products Brückmühl. The place of jurisdiction shall be Baden-Baden. If different terms and conditions should provide for different places of jurisdiction, Baden-Baden is hereby agreed as the place of jurisdiction insofar as the purchaser is a merchant in the meaning of the German commercial code (HGB).

13 Final Provision

If any individual provisions should be or become ineffective, this shall not affect the bindingness of the rest of this Agreement. In the event of an ineffective provision, an effective provision is to be applied with best approximates the ineffective provision. Upon publication of these General Terms and Conditions, all previous terms and conditions shall be rendered null and void.

Furthermore, the terms and conditions of the German Federal Office of Economics and Export Control are to be adhered to. Adherence in this regard rests with the purchaser.