

Terms and Conditions

1 GENERAL PROVISIONS – SCOPE OF APPLICATION

1.1 These General Terms and Conditions apply to all present and future business relationships. They are addressed to consumers and entrepreneurs within the meaning of the German Civil Code (BGB).

1.2 These General Terms and Conditions shall apply exclusively. RH Electronics does not recognize any conditions of the customer that contradict or deviate from RH Electronics, unless RH Electronics has expressly agreed to their validity in writing. In case of doubt, this consent shall only apply to the specifically agreed case.

2 OFFER AND CONCLUSION OF CONTRACT

2.1 In the case of repair services, the placing of an order is the customer's binding offer to conclude a repair contract. The contract was concluded with the acceptance of the order by RH Electronics.

2.2 Orders placed by telephone or with RH Electronics employees shall only be deemed accepted if and insofar as RH Electronics executes them immediately or confirms them in writing within a period of ten working days. In case of immediate delivery of the goods, the customer waives the right to a written confirmation.

2.3 In all other respects verbal agreements or assurances without written confirmation by RH Electronics are ineffective.

3 PRICES

3.1 The final price shall be shown inclusive of the applicable statutory value added tax.

3.2 Transport, packaging and other costs such as transport insurance shall be charged separately. Something else applies if the price is marked accordingly.

4 DELIVERY TIME

Delivery dates and periods require a special written agreement.

5 SHIPMENT – TRANSFER OF RISK

5.1 If the customer does not give any corresponding instructions, RH Electronics shall choose the route and means of transport.

5.2 The risk of accidental loss or accidental deterioration shall pass to the customer upon delivery of the purchased item.

5.3 In the case of contracts other than purchase contracts, the risk of accidental loss or accidental deterioration shall pass to the customer upon acceptance of the work. If the goods are dispatched at the customer's request, the risk shall pass to the customer when the goods are handed over to the dispatch or transport company.

5.4 If the goods are not dispatched, RH Electronics shall bear the risk until acceptance of the work.

6 TERMS OF PAYMENT

6.1 Unless otherwise agreed, claims shall become due upon receipt of the invoice by the customer.

6.2 The customer shall be in default no later than 10 days after the due date and receipt of the consideration. Interest on arrears shall amount to five percentage points above the respective base interest rate.

6.3 The offsetting of claims by the customer is only permissible with undisputed or legally established counterclaims.

6.4 The assignment of claims directed against RH Electronics requires their consent.

7 WARRANTY FOR DEFECTS AFTER REPAIR – NOTIFICATION OF DEFECTS

7.1 If obvious defects occur after a repair carried out by RH Electronics on the electronic device concerned, the customer must notify RH Electronics in writing within eight working days of acceptance. To meet the deadline it is sufficient to send the notice of defects in due time.

7.2 Only RH Electronics' customers are entitled to warranty claims regarding the elimination of defects after repair. A transfer of these legal claims to third parties is not possible.

7.3 RH Electronics shall decide after consideration in the respective case whether the defect will be remedied or whether a defect-free item will be delivered. The delivery dates according to point 4 of these General Terms and Conditions shall apply.

7.4 The customer shall send RH Electronics an exact description of the fault and a printout of the current fault memory (currently read out after the previous repair) for this notice of defect.

7.5 If RH Electronics determines that the electronic device is defective, the customer will be informed by telephone or e-mail and requested to return the electronic device to RH Electronics.

7.6 For the return the customer receives an RMA number from RH Electronics and sends it together with the faulty device, a copy of the invoice and the current fault memory protocol to RH Electronics. In order to process complaints quickly, it is absolutely necessary to submit an exact description of the error, a printout of the error memory and a copy of the invoice.

7.7 Defective goods are only to be sent to RH Electronics after prior consultation with the company.

7.8 RH Electronics reserves the right to request further functional parts from the customer in order to process the complaint properly. These additional parts must be sent to RH Electronics within eight days of request.

8 NOTIFICATION OF DEFECTS

8.1 The customer must notify RH Electronics in writing of any obvious defects in the purchased goods within eight working days of delivery. To meet the deadline it is sufficient to send the notice of defects in due time.

8.2 If the customer is a merchant, § 377 HGB applies.

8.3 Complaints and notices of defects are to be made in writing:

RH Electronics

Hauptstraße 18

82285 Hattenhofen

or: support@rhelectronics.de

9 WARRANTY PERIODS

The statutory warranty periods apply.

10 LIABILITY

10.1 Unless otherwise stipulated in these General Terms and Conditions, claims for damages against RH Electronics are excluded if they are based on a breach of duty by RH Electronics or a legal representative or vicarious agent which is neither intentional nor grossly negligent. This does not apply to the violation of essential contractual obligations or the injury of life, body or health.

10.2 RH Electronics is not liable for damage caused by improper use by the customer, in particular by incorrect operation contrary to the manufacturer's instructions or by installation and use by unqualified persons.

10.3 The company RH Electronics is not liable for consequential damages, unless these are caused by the violation of essential contractual obligations by the company RH Electronics.

11 RETENTION OF TITLE

11.1 RH Electronics reserves the right of ownership of a delivered object of sale until complete payment of all claims arising from the purchase or delivery contract. If the customer is a merchant within the meaning of the German Commercial Code (HGB), the retention of title shall apply until complete payment of all claims arising from the business relationship (extended retention of title).

11.2 As long as the retention of title exists, the pledging, transfer by way of security, rental or other transfer of the object of purchase is not permitted without the written consent of RH Electronics.

11.3 If the customer is a merchant, he is entitled to resell the reserved goods in the normal course of business.

The customer hereby assigns the claim against the buyer of the reserved goods to RH Electronics in the amount of the existing claim of RH Electronics against the customer upon conclusion of the purchase or delivery contract.

Until revoked, the customer remains authorized to collect the claim even after the assignment. At the request of RH Electronics, the customer is obliged to provide RH Electronics with the information required for collection of the assigned claim and to hand over the necessary documents.

11.4 If the customer does not meet his payment obligations or the obligations resulting from the retention of title, if he discontinues payment, if insolvency proceedings are applied for or opened against the customer's assets or if judicial or extrajudicial composition proceedings are applied for, the entire remaining debt shall become due.

12 PLACE OF PERFORMANCE – PLACE OF JURISDICTION – CHOICE OF LAW

12.1 The place of performance shall be Fürstfeldbruck.

12.2 If the customer is a merchant, legal entity under public law or special fund under public law, the place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship shall be the registered office of RH Electronics.

12.3 The contract shall be governed exclusively by the domestic law of the Federal Republic of Germany.