

§ 1 Scope of application

The business relations between CSP and the party ordering shall be governed exclusively by the following General Terms of Business [AGB = Allgemeine Geschäftsbedingungen], in the version in effect at the time the order is placed. The General Terms of Business shall also govern all future business relations. Terms of the ordering party which differ shall only apply if confirmed in writing by CSP. The General Terms of Business shall apply both to consumers in sense of Sec. 13 of the German Civil Code [Bürgerliches Gesetzbuch] and to entrepreneurs in the sense of Sec. 14, paragraph 1, of the Civil Code.

§ 2 Prices

2.1 All offers, price lists, and other advertising material from CSP are subject to alteration and non-binding until a contract has been concluded.

2.2 The prices given by CSP are derived from the price list in effect at the time, and do not include taxes, customs duties, fees, or other levies which arise due to the purchase of goods by the ordering party.

2.3 The prices cited by CSP are reckoned ex production or storage site, without expenses such as packaging, postage, freightage, conveyance, or transport insurance for the goods.

§ 3 Due date, payment, and arrears

3.1 The purchase price falls due immediately upon delivery. The ordering party may pay the purchase price upon invoice, C.O.D., or direct debiting.

3.2 Payment upon invoice is not possible for deliverables which are transferred on-line (e.g. software for downloading), or for the purchase of vouchers. CSP reserves the right not to accept the mode of payment upon invoice for certain orders, and to refer the ordering party to other modes of payment (such as C.O.D.). The invoiced sum falls due upon receipt of the invoice.

3.3 If the ordering party is in arrears in payment, CSP shall be entitled to charge interest on arrears in accordance with Sec. 288 of the Civil Code. If it can be proven that CSP has suffered a greater loss because of the arrears, CSP is entitled to claim it.

§ 4 Delivery

4.1 The delivery dates and deadlines given by CSP are non-binding, unless the delivery date has been guaranteed in an exceptional case. CSP is entitled to make delivery and performance in instalments, if this does not impose an unreasonable burden on the ordering party.

4.2 Damage, contamination, or loss of materials during transportation must be determined immediately upon arrival of the goods, and noted on the shipping papers. For consumers, this only applies if the damage or short delivery are obvious.

§ 5 Making and rescinding of the contract

5.1 The contract of sale for the goods selected by the ordering party is made if CSP accepts the order by the notice of shipment or delivery of the goods. Confirmation of the receipt of the order does not yet constitute the making of a contract.

5.2 The ordering party shall be obliged to check the confirmation of the order for obvious clerical and arithmetical errors, and for deviations between the order, confirmation, and shipment, and to notify CSP immediately of such discrepancies. If the ordering party does not meet this obligation, CSP shall be entitled to rescind the contract. The ordering party shall then be obliged to return the goods undamaged or keep them ready for collection, at CSP's option.

5.3 If CSP's supplier fails to supply CSP with the goods ordered, despite a contractual obligation, CSP shall be entitled to rescind the contract with the ordering party. In this case, the ordering party will be informed immediately that the product ordered is not available. The purchase price already paid will be refunded immediately.

5.4. Right to Revoke for Consumers

A "consumer" is any natural person who is not functioning in the sense of Article 14, German Civil Code. According to Art. 14 of the Civil Code, an "entrepreneur" is a natural or legal person or an incorporated partnership which is acting in its commercial or self-employed occupational function when concluding a legal transaction. This includes also all members of the listed professions, such as physicians, naturopaths, et al.

Right to revoke

You can revoke your declaration of contract within 14 days, without giving reasons, in written form (e.g. letter, telefax, e-mail message) or -- if the item is handed over to you before the deadline expires -- by returning the item. This term begins to run upon receipt of this information in written form, but not before the goods have reached the recipient (in the case of recurring shipments of goods of the same kind, not before arrival of the first partial shipment), and not before we have fulfilled our duties to inform under Article 246, Item 2 in combination with Item 1, paragraphs 1 and 2, of the Introductory Act to the German Civil Code, as well as our duties under Art. 312g, paragraph 1, sentence 1 of the Civil Code in combination with Article 246, Item 3, Introductory Act to the Civil Code.

In order to meet the deadline for revocation, it is sufficient to mail the revocation or the item in time. The revocation must be addressed to:

CSP Computer- und Software Partner GmbH
Reinhard Rosé, managing director
Krottenkopfstraße 2
D-86926 Greifenberg
Germany
E-mail: info@radar-csp.de
Telefax: +49-8192-7806

Consequences of revocation

In case of an effective revocation, what has been received by both parties in performance of the contract must be restored, and any benefits derived (for example, interest payments) must be handed over. If you cannot restore what has been received in performance or hand over benefits (for example, advantages from use), or only partly or only in a deteriorated condition, you must pay us compensation for lost value to that extent. You only have to pay compensation for lost value for the deterioration of the item and for benefits derived in so far as the benefits or the deterioration is due to handling of the item which exceeds checking the properties and mode of operation. By "checking the properties and mode of operation" is meant the testing and trying out of the respective goods, such as is possible and customary in a shop. Items that can be sent by parcel post must be sent back at our risk. You must bear the normal costs of the return, if the goods delivered correspond to those ordered, and if the price of the item to be sent back does not exceed 40 euros, or, in case the price of the item is higher, you have not yet paid the consideration or a contractually agreed part payment at the time of the revocation. Otherwise, the return of the goods is free of charge for you. Items that cannot be sent by parcel post will be collected from your premises. Obligations to refund payments must be fulfilled within 30 days. The time-limit begins for you upon sending your statement of revocation or the item, and for us with its receipt.

Exclusion of right to revoke

The right to revoke does not exist for contracts for the delivery of goods made to the customer's specification, or which are clearly tailored to personal needs, or which are not suitable for returning due to their nature, or spoil rapidly or whose use-by date would have expired, for the delivery of audio or video recordings or of software, if the data mediums delivered have been unsealed by you, nor for the delivery of newspapers, journals, or magazines, int. al. (unless you have contracted for the delivery of newspapers, journals, or magazines by telephone).

End of instructions on right to revoke



§ 6 Passing of risk for an order by an entrepreneur

The risk shall pass to the entrepreneur upon dispatch of the goods or handing over to the forwarding agent or other person commissioned to transport them, even if partial shipments are made, or if CSP has undertaken additional services, such as shipment, delivery, and/or erection at the entrepreneur's premises, and in the case of subsequent supply or subsequent remedy of defects. If the delivery is delayed due to circumstances for which CSP is not responsible, the risk shall pass to the entrepreneur at the time at which the goods are ready for shipment or transportation, as notified to the entrepreneur.

§ 7 Reservation of title

Until all claims upon the ordering party arising from this contractual relationship have been paid in full, the goods supplied shall remain the property of CSP. If the ordering party is a "merchant" under German law, this shall apply to all claims existing in the context of the business relations with the ordering party.

§ 8 Setting off and retention

The ordering party only has a right of set-off if its counterclaims have been recognized by declaratory judgment or are recognized by CSP. The ordering party only has a right of retention if its counterclaim is based on the same contractual relationship.

§ 9 Warranty and liability

9.1 If there is a defect of the item purchased for which CSP is responsible, the ordering party may demand subsequent performance (correction of the defect or replacement). If CSP is unable or unwilling to provide subsequent performance because it would be disproportionate, or if this is delayed beyond reasonable periods for reasons for which CSP is responsible, or if the subsequent performance fails in another way, the ordering party shall be entitled, at its option, to demand a corresponding reduction in the purchase price, or to rescind the contract and demand compensation for damages. Subsequent performance shall be considered to have failed upon the second unsuccessful attempt.

9.2 Unless otherwise required by the following, more far-reaching claims by the ordering party, on whatever legal grounds, are precluded. Therefore, CSP shall not be liable for damage not occurring to the item delivered itself; in particular, CSP shall not be liable for lost profits or other financial damage to the ordering party. To the extent to which liability is precluded or limited, this shall also apply to the personal liability of employees, agents, and persons employed in performance of obligations.

9.3 The above limitation of liability shall not apply if the cause of the damage is due to intent or gross negligence, or personal injury (injury to life, body, or health) is concerned. Furthermore, it shall not apply to claims by the ordering party arising from Secs. 1 and 4 of the [German] Product Liability Act.

9.4 If CSP breaches an obligation going to the root of the contract negligently, the liability to compensate for property damage is limited to the damage arising typically, which as a rule does not exceed the purchase price of the goods ordered.

9.5 The warranty period runs for 24 months from delivery for consumers and for 12 months from delivery for entrepreneurs.

§ 10 Applicable law and venue

10.1 German law shall apply, excluding UN international agreements on the sale of goods.

10.2 For disputes between "merchants", the venue shall be Greifenberg. CSP shall be entitled to bring suit at the merchant's general venue, as well.



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