

# Conditions of Use

## General Business Terms & Conditions – Enduser/Customer (BSC) (Version of August 25th, 2010)

### PRODUCT SAFETY CLAUSE

DO NOT USE PRODUCTS SOLD BY iSEMcon LLC IN LIFE SUPPORT DEVICES OR SYSTEMS.

Products manufactured and/or sold by iSEMcon LLC, Germany are not designed for use as a component in any life support, life safety, or other comparable application. Our products should not be used in any application where the failure or faulty performance of the product might create a risk of personal injury or death. Buyer assumes all risk of loss, damage or injury alleged to arise from the failure or faulty performance of a iSEMcon product in any unauthorized application. Buyer agrees to indemnify and hold harmless iSEMcon LLC, and its directors, employees, agents, representatives and sales partners, from and against any and all claims, costs, damages, losses and expenses including attorney fees which arise from or are alleged to have been caused by any claim for personal injury or death connected with buyer's use of a iSEMcon product in any unauthorized application, including claims which allege that iSEMcon has been negligent in connection with the design or manufacture of the product.

### Identification of provider & scope of appliance

Your contractual partner, the provider of this website, as well as EBAY-pages is:

#### **iSEMcon LLC**

8530 Sylvania Metamora Rd.  
Sylvania, OH 43560-0607

877-309-1002

Fax: 419-517-5007

**([www.iSEMcon.com](http://www.iSEMcon.com))**

**email: [sales@isemcon.com](mailto:sales@isemcon.com)**

*(hereinforth: iSEMcon LLC).*

The following terms and conditions (AGBs) apply to all offerings on our websites [www.isemcon.com](http://www.isemcon.com), [www.isemcon.com](http://www.isemcon.com) and our EBAY-pages in the prevalent version at the time of order. There are no verbal supplementary agreements. Any alteration of contract requires an express written affirmation of *iSEMcon GmbH* before becoming effective.

### 1. Application

Your use of the iSEMcon LLC websites and any agreement for the purchase of any goods or services from iSEMcon LLC ("iSEMcon LLC", "we" or "our") as well as EBAY-orders and shipment shall be in accordance with these terms and conditions and any other special or additional terms and conditions

on the Website which are referred to and intended to apply.

In the event of any conflict between these terms and conditions and any other special terms and conditions that may apply to various goods and services featured on the Website these shall apply in the following order:

- (a) any or additional terms and conditions that are specified for any particular good or service; then
- (b) these terms and conditions; then
- (c) any other provisions expressly included as part of these terms and conditions.

For the avoidance of doubt, in the event that a Customer orders goods from the catalogues featured on the Website at and or EBAY platform then these terms and conditions shall take precedence.

## **2. Contractual parties (subsequently named customers)**

iSEMcon LLC shall only enter into an agreement for the supply of goods or services with Customers who:

- (a) are not under any legal or mental disability preventing them from entering into an agreement, and
- (b) are at least eighteen years old.

Customers must be resident in Germany or a member state of the European Union or Switzerland. Any reference to a "Customer" or "you" in these terms and conditions shall be taken as a person who meets these criteria of this clause. If you do not satisfy this criteria, then we expressly reserve the right immediately and without notice to rescind any agreement with you.

(c) others, individually checked by iSEMcon LLC. We reserve the right to rescind any contractual agreement (see also 4).

## **3. Description of Goods and Services**

iSEMcon LLC will always use its best efforts to ensure that the description of goods and services offered on the Website or Catalog are accurate, complete and up to date and that the goods and services comply with their description. In the event that there is an error, omission, inaccuracy or misdescription of the price or the nature or the availability of the goods and, we expressly reserve the right to correct such an error and will then inform you of this. In such an event, you may either choose to proceed with the purchase of the goods and services in accordance with the amended details provided by us or elect not to proceed with the order. If you elect not to proceed with the order, we will rescind the agreement and return all amounts you have paid in relation to that order.

## **4. Formation of Agreement and Returns Policy**

4.1 The Customer accepts that the information for the goods and services on the Website are an invitation to the Customer to make an offer to purchase them based on these terms and conditions and the other information on the Website and catalog. By using the Website to order goods and services, you are offering to purchase them once upon acceptance of the offer by iSEMcon LLC. An

agreement to purchase only comes into existence when iSEMcon LLC confirms its acceptance of the Customer's order of the goods or the services or both by extra e-mail (the automatically generated email is not an order confirmation) or on despatch of the goods or services, whichever is the earlier.

**\*\*\*\* *Right of withdrawal - Declaration starts here.***

## **4.2 Product Return Policy**

Purchasers, who are consumers, are entitled by applicability of the regulations for distance contracts to a right to revoke the contract on condition of the following instructions:

### **Right of Withdrawal**

Customers are entitled to exercise an unlimited right of return within a period of one(1) month after receipt of the articles without giving any reasons for such return. The right of return can be exercised by declaring the request for return in writing, by e.g. postcard, email, fax or returning the goods. The revocation period does not start before the delivery and the reception of this instruction. Punctual dispatch suffices as compliance with the time limit.

The revocation must be declared to:

The goods have to be returned to the following address only:

### **iSEMcon, LLC**

8530 Sylvania Metamora Rd.  
Sylvania, OH 43560-0607

877-309-1002

Fax: 419-517-5007

sales@isemcon.com

In the case of queries regarding returns, please

- send an e-mail to sales@isemcon.com

### **Consequences of Withdrawal**

In case of an effective revocation, any performance received by one party is to be returned to the respective other, as are benefits derived from such performance, e.g. interest. If Customer cannot return the goods received in whole or in part, or if Customer can only return the received goods in a deteriorated state, Customer must pay compensation for value insofar. There is no obligation to pay compensation for value if the sole cause of deterioration of the goods received was the inspection of the respective goods as would have been possible in a retail shop. For the rest, Customer can avoid paying compensation for value in respect of deterioration in the goods as a result of their proper use, if Customer did not use the goods the way Customer uses Customer's own property and refrain from doing anything that would curtail the value of the goods. If the value of the order does not exceed Forty Euros (EUR 40) and the goods delivered correspond to the goods Customer ordered, Customer must pay the return shipping cost. If Customer is an EU-resident and if the value of the Customer's order exceeds Forty Euros (EUR 40) the costs of the return shipping will be paid by us.

Obligatory refunds of payments must be made within 30 days after sending the revocation or returning the goods.

## Special Notes

The returns policy will also not apply to:

- (a) software when seal is broken or any download version
- (b) individual goods configured or manufactured to the Customer`s specification.
- (c) engineering, measurement and calibration services.
- (d) books
- (e) special orders upon customer requirements e.g. spare parts

No sales/deliveries of Software, books, customer specific goods or special orders to Greence and Estonia.

No calibration service available for Switzerland, Liechtenstein, Norway and Iceland.  
For Finland no return shipping cost will apply.

(This information is intended solely for informational purposes; the original German text is legally binding.)

***(This information is intended solely for informational purposes; the original German text is legally binding.)***

**\*\*\*\* Right of withdrawal - Declaration ends here.**

## 4.4 Replacement of goods

In the event that we are not able to deliver the goods after we enter into an agreement with you because the goods are no longer available or cannot be delivered for legal reasons, then we reserve the rights either to offer you goods or services of a similar quality and price or to rescind the agreement. In such an event, iSEMcon LLC will notify you of this on an extra email and on the invoice which will also include the details of the replacement goods and their price and give to you the option to proceed with the purchase of the replacement.

## 5. Order, Delivery and Payment

5.1 As not otherwise noticed delivery of all goods shall be at your cost. The risk in the goods shall pass to you immediately it first leaves our premises. The goods will be insured.

5.2 Unless expressly stated otherwise all indications of delivery times are estimates only. iSEMcon LLC shall not be liable for any loss or damage of any kind suffered by the Customer as a result of the late delivery of any goods.

### **Description on ordering procedure**

#### **Your contractual partner is**

iSEMcon LLC,

#### **Price**

All prices for goods on the iSEMcon website include VAT (gross) at the relevant prevailing rate on the day of billing. In addition the net amount is imprinted underneath.

We charge you for transport, insurance costs and the additional COD costs. Of course, we

select the most economical method of delivery for you (if no other agreements will be done). Please note that orders cannot be delivered without transport costs abroad. The same goes for express-service.

## **Payment**

You can choose between credit card (via [www.paypal.com](http://www.paypal.com)), cash on delivery **COD** (if applicable) and prepayment to our bank account (wire transfer).

### **Cash on delivery COD:**

You pay the amount to the postman when receiving the consignment. (Germany, Austria, Switzerland only. Others upon request).

### **Payment in advance / Prepayment.**

After receiving of your order we will send you a proforma-invoice. The goods are reserved for you for a minimum of 2 weeks. You are asked to transfer the total amount to our bank account indicating the number of the invoice and your name.

After getting the payment we will dispatch the goods to you as soon as possible.

### **Direct debit order:**

Not established.

### **Payment by credit card:**

You will be informed by the procedure individually. Credit card payments will be fulfilled through the paypal system ([www.paypal.com](http://www.paypal.com))

### **Minimum order amount**

The minimum order amounts are as follows: 25 USD national, 40 USD international

### **Transport and insurance costs**

The transport costs depend on the weight of the goods.

The different transport costs is indicated on the order form.

We insure your consignment. This will be done by the transportation company. The insuring costs will be added to the shipping costs.

## **6. Price**

6.1 The Customer may pay the price for the goods or services either in Euros or in USD upon request. The invoice issued by us will detail the price for the goods and services, the cost for packaging and freight, and any other items such as insurance and VAT. It also details if USD-payment is applicable.

## **7. Title in goods**

We shall retain ownership of all goods delivered to you until all amounts due are paid in full. If the goods are exchanged at any time, the parties agree that ownership in such exchanged goods shall pass back to iSEMcon LLC when the Customer receives the replacement goods.

## **8. Warranty**

8.1 iSEMcon LLC warrants that, at the time of sending, the goods will be free of material faults that would diminish their value or marketability or limit their intended use. This excludes minor or cosmetic faults.

8.2 The goods purchased by the Customer may include a guarantee issued by the manufacturer. So

far as iSEMcon LLC is able, it will provide the Customer with the benefit of such a guarantee. Given the technical nature of the goods, the Customer shall immediately upon receipt of the goods check them for completeness and condition and shall, within seven days of delivery, notify iSEMcon LLC of any faults, failing which the Customer shall have no further recourse against iSEMcon LLC for such faults. In the case of a fault in any goods that could not, in iSEMcon GmbH's ([www.ibf-akustik.de](http://www.ibf-akustik.de)) reasonable opinion, be detected within this period, then the Customer is to inform iSEMcon LLC of such a fault within the further warranty period.

8.3 For the purpose of Clause 8.2, the further warranty period shall be a period of two years for all goods sent after december 2001 by iSEMcon LLC.

8.4 In the case of an incomplete or partial delivery, iSEMcon LLC undertakes to deliver any outstanding goods immediately they become available. For the avoidance of doubt, iSEMcon LLC's failure to deliver all of the goods in an order at the same time shall not entitle the Customer to rescind its agreement. iSEMcon LLC reserves the right to repair or to replace any faulty or incomplete goods. In the event such repair or replacement is not to the reasonable satisfaction of the Customer, then the parties may negotiate a reasonable reduction of the purchase price or may rescind the agreement to the extent that it applies to faulty or incomplete goods.

8.5 For the avoidance of doubt and for the purpose of interpreting the provisions in clause 8.2, iSEMcon LLC shall be bound by any express descriptions or warranties made in relation to any goods featured in its catalogue or Website.

8.6 Unless expressly agreed with the Customer in writing, the warranties in this section shall apply to individual goods ordered on the Website. A fault in any part or component of the goods shall only entitle the Customer to seek the replacement or repair of the faulty part(s) or component(s) of such goods.

8.7 The warranty in this section shall not apply if the goods are faulty due to improper use, accidental or wilful damage or fair wear and tear.

8.8 The warranties provided by iSEMcon LLC in these terms and conditions shall be in lieu of and to the exclusion of any warranty or representation of any kind, express or implied, statutory or otherwise relating to any of the goods or services used on or ordered from the Website including (without limitation) warranties or representations as to their condition, satisfactory quality, performance or fitness for a particular purpose.

## **9. Indemnity**

9.1 Due to the nature of our products iSEMcon LLC does not accept liability to the extent that it results from the negligence of iSEMcon LLC or its employees for (a) death or personal injury, and (b) physical damage to or loss of the Customer's tangible property in respect of each incident or series of connected incidents. (read product installation instructions and our safety clause carefully – also being part of this document)

9.2 iSEMcon LLC will not be liable to the Customer for any indirect or consequential loss, damages, cost or otherwise of any kind whatsoever and howsoever caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings. iSEMcon LLC will not be liable for the usefulness of the goods or their effect on the Customer's other activities or business.

9.3 Subject to the provisions in this Agreement, iSEMcon GmbH's ([www.ibf-akustik.de](http://www.ibf-akustik.de)) total liability to the Customer pursuant to clause 9 (whether in contract, tort (including negligence) or otherwise) will not at any time exceed in aggregate an amount equal to the price to the Customer of the goods or service that gave rise to the liability and any costs of returning such goods to iSEMcon LLC.

9.4 The processing of orders and the operation of the Website cannot be guaranteed to be free of error. Likewise, the nature of the internet is such that the uninterrupted operation of this Website

cannot always be insured. Accordingly, iSEMcon LLC shall not be responsible for any damage or loss suffered as a result of the accidental deletion, delay or incomplete receipt of offers to purchase goods or services.

9.5 As iSEMcon LLC does not have control over the manufacture (beside the goods marked to be iSEMcon LLC products) and delivery of the goods to the Customer, the Customer acknowledges and the allocation of risks in these terms and conditions and as reflected in iSEMcon GmbH's (www.ibf-akustik.de) prices is recognition of the fact that it is not within iSEMcon GmbH's (www.ibf-akustik.de) control as to what purpose the Customer uses the goods.

9.6 iSEMcon LLC will not be liable for loss of data.

9.7 Nothing in these terms and conditions affects your legal rights as a consumer.

## **10. Electronic waste (EU)**

The "German law concerning the selling, the taking back and the environmentally correct disposal of electric and electronic apparatus (Elektro- und Elektronikgerätegesetz - ElektroG of 16 March 2005) as proclaimed in the Bundesgesetzblatt Part I, No. 17 of 23 March 2005, page 762) contains certain demands on manufacturers of electrical/electrical equipment.

iSEMcon LLC duly preregistered with the body "Stiftung Elektro-Altgeräte-Register (EAR)" and received the Interims-ID 45350229.

All products of iSEMcon LLC fulfill the requirements of the EC directives 2002/96/EC (Electric and electronic apparatus disposal) and 2002/95/EC (RoHS = Reduction of harmful substances in electric and electronic equipment) being Category 9 equipment according to directive 2002/96/EC.

## **11. Protection of personal information**

11.1 iSEMcon LLC warrants and you agree that the information provided by you in relation to the ordering of the goods and services on the Website will only be processed, stored and used to fulfil your order and to enable iSEMcon LLC to carry out its own market research. In the event that you object to the ongoing use of personal information by iSEMcon LLC, you may at any stage request its immediate deletion by sending an e-mail to sales@iSEMcon.de

11.2 iSEMcon LLC will not use the customer's personal data in any manner contrary to the use specified in clause 11.1.

11.3 Where you are invited to submit personal information (e-mail address, names, postal addresses) the submission of this information is purely voluntary.

Full Version of our data protection policy here: [iSEMcon Data Protection Policy-EN.pdf](#)

## **12 No liability for links**

The verdict passed on the 12th May 1998 by the district court (LG) Hamburg rules that the inclusion of links also leads to co-responsibility of the material offered via these links. The LG Hamburg has declared that it is only possible to disclaim responsibility by expressly distancing oneself from the contents of the web sites.

As far as *iSEMcon GmbH* links on its pages to external websites on the Internet the following is applicable: *iSEMcon LLC* expressly declares that we have no influence on the layout and content of the linked to pages. Despite careful check, *iSEMcon GmbH* therefore cannot assume any responsibility for the content of any external page. The operators of those pages are responsible for such contents. *iSEMcon GmbH* hereby expressly declares to reject any responsibility for the legality of any external website and distances itself from any external content. This declaration is valid for the

content of all linked to pages.

### **13 Copyright & Trademarks**

All images and text on this website of iSEMcon LLC, including are subject to copyright protection. Any use exceeding the conventional use within the scope of online browsing or an online order (particularly any reproduction, mimicry or the like) is prohibited without express prior consent of iSEMcon LLC.

Product names and other trademarks referred to within iSEMcon LLC documents and within our websites are the property of their respective trademark holders.

None of these trademark holders are affiliated with iSEMcon LLC, our products, or our website.

### **14. Jurisdiction**

The legal relations among the parties are solely subject to the laws of the Federal Republic of Germany ("Bundesrepublik Deutschland") excluding the UN Convention on Contracts for the International Sale of Goods (CISG). ") This applies also to orders from countries other than Germany.

Place of performance is Viernheim. In the event that the customer does not have a domicile or usual residence within Germany at the time of filing of a lawsuit or that such are not known to *iSEMcon GmbH*, Viernheim/Lampertheim shall be the legal venue.

14.1 This agreement between the parties shall be governed by German law and shall be subject to the exclusive jurisdiction of the German Courts.

14.2 So far as is permissible at law, the interpretation of clause 11.1 shall act so as to exclude all laws other than German law which may apply by virtue of the Customer`s residence, provided always that this clause shall not operate so as to exclude any local laws relating to consumer contracts.

### **15. General & Severability clause**

15.1 The Customer shall not have any right to set off or withhold any amount due to iSEMcon LLC unless such an amount is undisputed or determined at German law.

15.2 Notwithstanding anything to the contrary, this agreement and delivery of any goods shall be taken to have been effected immediately the goods leave iSEMcon GmbH`s ([www.ibf-akustik.de](http://www.ibf-akustik.de)) business premises. Payment is only deemed to have been received by us once it is recorded in our bank or paypal account.

15.3 If a court decides that any part of these terms and conditions or the agreement between the parties is now valid or cannot be enforced, that part will not apply. All other parts of these terms and conditions and the agreement between the parties will continue to apply.

15.4 If iSEMcon LLC decides not to enforce a right under its agreement with you, this does not prevent iSEMcon LLC from enforcing that right in the future.

15.5 These terms and conditions cannot be amended by either party to this Agreement except with the mutual written consent of the parties.

15.6 These terms and conditions and the documents referred to constitute the entire agreement between the Customer and iSEMcon LLC. The terms of any other electronic message or order or any other communications the Customer may have sent to iSEMcon LLC will not form part of or apply to such an agreement.