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Terms & Conditions

1. Scope of validity

1.1. The website "www.roco.cc" is an Internet service provided by Modelleisenbahn GmbH, Plainbachstr.4, 1040 Vienna, Austria. The version of the following General Terms and Conditions ("GTCs") valid at the time the website is accessed apply to every use made of the services provided on the website of Modelleisenbahn GmbH (referred to in the following as the "provider") by the user (referred to in the following as the "user"). Any contradictory general terms and conditions of the user are herewith excluded.

1.2. These GTCs are available in printable form on the Internet. The provider is entitled to change these GTCs without effect at any time.

1.3. The provider's "Conditions of Sale for the Online Shop" apply for online sales in addition to these GTCs.

2. Internet service of the provider

2.1. With this Internet service (also referred to in the following as "service") the provider makes available to the user information about the provider's own company, its products, events taking place in the model railway sector and special topics relating to the model railways sector.

2.2. In addition the service of the provider also includes the direct sale of goods to the user via this platform (referred to in the following as "online shop"). The provider's "Conditions of Sale for the Online Shop" that you will find below apply in addition to these GTCs.

2.3. The provider is free to design the contents of the Internet service at its own discretion and is entitled to restrict, expand or discontinue the service all together at any time. The provider is also entitled, at any time, to have the service performed by third parties. The provider does its utmost to keep the service accessible and to rectify any minor or negligible errors and faults within a reasonable time. However, the user has no right to continuous and trouble-free use of the service.

2.4. The service is not intended for persons in countries that forbid the provision or access to the contents of the provider's Internet service. Each user bears sole responsibility for informing him/herself of any restrictions and prohibitions with such.

2.5. The provider assumes no guarantee for the contents accessed by the user being correct, complete or up-to-date.

2.6. Insofar as the website of the provider includes hyperlinks to other websites operated by persons other than the provider, such hyperlinks are made available to the user solely as a reference. The provider does not control the linked websites and is not responsible for their contents. Inclusion of the hyperlinks on the part of the provider by no means implies a connection with the contents of such websites nor any connection with their operators.

3. Terms and conditions of use

3.1. The user may only use the service of the provider in an appropriate manner and is obliged to observe all applicable laws and technical regulations. The user shall not make use of the access possibilities to this service in violation of applicable laws and shall respect the rights of third parties. In order to protect the data the user shall comply with the recognized security measures and data security. The user shall check all emails and enquiries sent to the provider for viruses with all due diligence.

3.2. Should there be any suspicion of misuse (see provision 3.1. above), the provider reserves the right to pursue legal matters, to take appropriate measures and in the case of a well-founded suspicion to block the user's access to the Internet service – at least until such time as the user has cleared such suspicion.

3.3. In relation to the user, all rights, in particular copyrights, rights of use and exploitation, to the contents made available (incl. photographs, illustrations, technical descriptions etc.) belong exclusively to the provider. The user is entitled to use the contents provided for private purposes and to copy these onto the RAM of his/her computer. Whereby, downloading of product illustrations for private purposes is permitted. Downloading of product illustrations for commercial purposes is not permitted. The use of the service as a screensaver is a service made available by the provider. No other use of these downloads is permitted. The user may make copies (e.g. downloads, printouts out of contents) solely for private purposes or for his/her own information. The user may utilise accessed contents solely for his/her own use and only in as far as any protection notices, copyright markings and the like) and reproductions of trademarks or trade names remain unchanged in the copies. The user's approval of the provider is required for any other utilisation (in particular copying for commercial purposes, copying for the public etc.)

4. Liability of the provider

4.1. With regard to type and scope, the provider offers a service based on the latest technical, legal and con framework conditions of the Internet. The provider does its utmost to ensure access to the website is availab basis. Nevertheless, the provider does not guarantee proper operation at all times, i.e. continuous and unint availability. In particular no liability is assumed for faults in the technical equipment, the quality of the access f for information regarding availability of the products.

4.2. The provider is liable according to statutory regulations in as far as the user asserts claims for compensa arising from wilful intent or gross negligence, including wilful intent and gross negligence on the part of the p representatives or vicarious agents. The authorised specialist dealers and cooperation partners listed under f "www.roco.cc/en/dealer/index.html" on the website of the provider are not vicarious agents of the provider.

4.3. The provider is liable according to statutory regulations for claims for the compensation of damage arisi guarantees given by the provider or for claims arising from culpable injury to life, limb or health or for mandat accordance with product liability law.

4.4. For the rest, the provider is liable according to statutory regulations in the event of culpable violation of a contractual obligation (cardinal obligation). Claims for compensation of damage in such cases are limited to t of typical foreseeable damage.

4.5. The provider has no influence on the data transfer via the Internet. For this reason the provider bears no lost on the transmission path that lies outside of its sphere of control, i.e. after provision of the data for retriev of the provider. The provider also assumes no liability for data security outside of its sphere of control.

4.6. The user is liable for all consequences and disadvantages incurred by the provider due to improper or ill service of the provider or that arise due to the fact that the user does not fulfil his/her other contractual oblig: but not exclusively limited to the obligation to keep the password secret). The user shall indemnify the provid demand from any claims or demands made by third parties that are asserted due to violation of rights by the due to contents created by the user, including any reasonable costs for legal prosecution and lawyers fees. F user undertakes to support the provider in refuting such claims.

5. Privacy policy

Reference is made here to the Privacy Policy available in printable form at "www.roco.cc/en/aboutus/privacypolicy/index.html".

6. Choice of law, place of jurisdiction

German law shall apply exclusively to the legal relationship between the provider and the user. Application of particular the UN Convention on the Contracts for the International Sale of Goods (CISG) and the provisions International Private Law (IPR), is expressly excluded. As far as legally admissible, the place of jurisdiction is ,

7. Final provisions

Should parts of these GTCs be invalid, this shall in no way affect the validity of the remaining parts as a whol provisions are invalid, the legal provisions shall apply.

Conditions of Sale for the Online Shop

1. General

1.1. The following "Conditions of Sale for the Online Shop" apply to online sales in addition to the General Te Conditions (GTCs) of the provider. Any contradictory general terms and conditions of the user are herewith e

1.2. These "Conditions of Sale for the Online Shop" are available in printable form on the Internet. The provic change these "Conditions of Sale for the Online Shop" with future effect at any time.

1.3. Within in the framework of the online sales service the user offers products for direct sale under the hear In the case of online sales the user concludes the purchase contract with Modelleisenbahn München GmbH 4, 81677 München, Germany.

2. Ordering process

2.1. An order placed by the user constitutes an offer to the provider to conclude a purchase contract. The p to accept the offer of the user within seven calendar days after its receipt. In this case the provider transmits order confirmation by email to the user. No contract is concluded for products from one and the same order listed in the order confirmation.

2.2. The provider is entitled at its own discretion to refuse to conclude a purchase contract, either in full or in deemed as refused if the provider does not state its acceptance of the offer within seven calendar days after

2.3. All declarations made by the user within the framework of an ordering process may only be made in the name and are only legally effective if in the user's own name.

3. Delivery

3.1. Unless agreed to the contrary, delivery of the goods purchased from the online shop is made from the provider and at the choice of the user either to an authorised specialist dealer selected by the user for collection from the respective specialist dealer by the user or directly to the user, i.e. to the delivery address indicated by the user. If the purchased goods constitute objects that are marked as so-called spare parts, the user does not have the choice of delivery made to the shop of an authorised specialist dealer; delivery in such cases is made directly to the user without exception. Only those specialist dealers found in the current list under the heading "Dealer" on the website of the provider are deemed authorised specialist dealers. With regard to the delivery of goods, the authorised specialist dealer selected by the user acts as the receiving agent of the user.

3.2. Information concerning the delivery time is non-binding, unless in exceptional cases a binding delivery time has been agreed. Unless agreed to the contrary, delivery of the goods to the shop of the selected specialist dealer or to the user him/herself is generally effected within 10 to 15 working days after complete payment of the purchase price into the account of the provider. Insofar as delivery to the shop of a selected specialist dealer has been requested, the provider will notify the user by email of the shipment of the goods and the day the goods are expected to reach the authorised specialist dealer.

3.3. The provider is entitled to withdraw from the contract vis-à-vis the user should the provider not be in possession of the ordered goods through no fault of its own. In such a case the user will be notified without delay that the goods are not available. This in no way affects the statutory claims of the user.

3.4. Insofar as delivery to the user is not possible because the user was not present at the delivery address indicated although the user was notified of the delivery time (day of delivery) within a reasonable period of time, the user bears the costs of the unsuccessful delivery attempt.

4. Instruction on the right of withdrawal

The following provisions of this point 4 only apply to consumers within the meaning of § 13 BGB (German Civil Code) i.e. a natural person who concludes a legal transaction for a purpose other than those that can be assigned to his or her free-lance professional activities.

4.1. Right of withdrawal

The user can withdraw from his/her contract declaration (order) within 14 days, without giving reasons, in text form (letter, fax, email) or - if the user receives the goods before expiry of the time limit - by returning the goods. The withdrawal period begins after receipt of this instruction in text form, however not before receipt of the goods by the user or the authorised specialist dealer selected by the user (in the case of repeat delivery of the same type of goods not before receipt of the goods) and not before the fulfilment of our obligations to inform in compliance with Art. 246 § 2 in conjunction with §§ 1 and 2 EGBGB (Introductory Law to the German Civil Code) and our obligations in compliance with § 312g sentence 1 BGB in conjunction with Art. 246 § 3 EGBGB. Timely sending off of the withdrawal or the goods must be observed within the time limit for the withdrawal.

The withdrawal must be sent to:

MEM Support Center
Bad Meinberger Str. 1
D-32760 Detmold
Germany

4.2. Consequences of a withdrawal

In the event of an effective withdrawal, the goods and services received by both parties must be returned and any capitalisation (e.g. interest) must be refunded. In the event the user is unable to return or hand over the received goods and services (e.g. benefits of use) to the provider in full or in part or only in an impaired condition, the user is obliged to provide compensation for lost value. The user is only obliged to pay compensation for lost value for deterioration of the goods and received benefits in as far as the utilization or deterioration is due to a handling of the item that is not in accordance with the simple examination of its features and correct functioning. "Examination of the features and function" is carried out by inspecting and trying out of the respective goods in such a way as would be possible and common practice in a shop. The user can avoid the obligation to compensate the value for a deterioration originating from proper use of the goods by treating them as his/her own property and by refraining from all actions that reduce their value. Goods shipped by the provider must be returned at the risk of the provider. The user is liable for the standard costs arising from the return if delivered in accordance with the ones ordered and if the price of the returned goods does not exceed 40 Euros or, in the case of goods with a higher price, if at the time of the withdrawal the user has not yet paid the money consideration for the goods contractually agreed part payment. Otherwise the return is free of charge for the user. Goods not shippable by the provider must be collected from the user, or in the case of delivery to an authorised specialist dealer from said dealer. Obligations of payments must be fulfilled within 30 days. The time limit for the user begins with the sending off of the declaration of withdrawal or of the goods, for the provider with their receipt.

Financed transactions

If the user has financed the contract with a loan and withdraws from the financed contract, then he/she is not bound by the loan agreement, either, if both contracts constitute an economic unit. This shall be assumed to be the case, if the provider is also the loaner of the user or if the loaner of the user relies on the cooperation of the provider in respect of the financing. If the provider has already received the loan at the time the withdrawal becomes effective, the return of the goods, the loaner will succeed to the provider's rights and obligations towards the user under the financed contract in respect of the legal consequences of the withdrawal or return. The latter shall not apply if the contract involves the acquisition of financial instruments (e.g. securities, foreign currencies or derivatives). In order to avoid a contractual obligation as far as possible, the user should withdraw from both contractual

separately.

- End of the instruction on the right of withdrawal

- [Withdrawal form](#)
- [Visszavonási nyomatvány](#)
- [Opzeggingsformulier](#)
- [Formularz odstąpienia od umowy](#)
- [Formulár na odstúpenie \(od zmluvy\)](#)

5. Prices, shipping costs, payment options

5.1. All prices are quoted in Euros and, unless expressly indicated to the contrary, include VAT at the current rate. Prices are exclusive of any incidental shipping costs. The respective valid price at the time the order is placed is applicable.

5.2. Regardless of the value of the order, shipping costs for shipments to Austria and within the Federal Republic of Germany are charged at a flat rate of € 6.90. The afore-mentioned shipping costs do not include express shipment, as this is not available for the user. In justified exceptional cases (parcel size, weight etc.) the provider must charge a higher shipping cost. This will be indicated accordingly. Should the delivery address be outside of the Federal Republic of Germany, the provider will charge the user the actual shipping costs it incurs which will be indicated to the user on the order confirmation. Should a shipment be made in several stages due to technical or logistical reasons, the provider will only charge the shipping cost once.

5.3. The user can only pay the purchase price in advance (by bank transfer), by credit card or via PayPal. The provider offers the following payment options. Payment is not deemed settled until the provider has the amount due at its disposal.

6. Due-date and default in payment

6.1. The purchase price plus shipping costs fall due for payment without any deductions within 10 calendar days after the date of the order confirmation (see point 2.1 above). The goods will not be shipped until the purchase price plus shipping costs have been settled in full.

6.2. Should the user be in default of payment, the provider is entitled to charge default interest at a rate of 5 percent p.a. if the user is a consumer, otherwise at a rate of 8 percent p.a. above the base rate published by the European Central Bank. The provider is entitled to charge for any substantiated higher damage it may have incurred resulting from the default in payment.

7. Offsetting and the right to retention

Unless the user's counter claims have been legally determined in a court of law or are undisputed by the provider, the provider is not entitled to offset claims. Moreover, the user is only entitled to assert a right to retention in as far as his/her claim is based on the same contractual relationship.

8. Retention of title

The provider retains the title to the goods until payment of the purchase price has been made in full. Goods subject to retention of title must not be resold, transferred by way of security or disposed of in any similar manner for the benefit of third parties.

9. Warranty

The legal claims of your choice shall apply for all defects of the purchase item that occur during the legal warranty period. In addition the provisions of point 5 of the General Terms and Conditions of the provider shall apply for compensation of damages.

10. Privacy Policy

10.1. Reference is made here to the Privacy Policy available in printable form at "[/en/aboutus/privacypolicy/index.html](#)".

10.2. For the purpose of deciding upon the formation, execution or termination of a contractual relationship with the provider, the provider is entitled to obtain information concerning the user's payment history from a credit agency (e.g. SCHLUSSE ARVATO Infoscore GmbH, Deltavista GmbH etc.) and to process the personal data of the user (e.g. address data, etc.) for this purpose.

11. Choice of law, place of jurisdiction

German law shall apply exclusively to the legal relationship between the provider and the user. Application of the provisions of particular the UN Convention on the Contracts for the International Sale of Goods (CISG) and the provisions of the International Private Law (IPR), is expressly excluded. As far as legally admissible, the place of jurisdiction is ,

12. Final provisions

Should parts of these "Conditions of Sale for the Online Shop" be invalid, this shall in no way affect the validity of the remaining parts of the "Conditions of Sale for the Online Shop" as a whole. Where provisions are invalid, the provisions shall apply.

INFORMATION

PRODUCTS	HIGHLIGHTS	NEWS	DEALER	SERVICE	ABOUT US
Sets	100 years of Gotthard	News	Dealer locator	General	Philosophy
Locomotives	Railway slewing crane EDK	Fairs	List of dealers	Spare parts	Company
Coaches and wagons	750	Catalogues		Downloads	Contact
Control	Diesel shunting locomotives	Newsletter		Videos	Legal Notice
Tracks	Combined goods transport -				Delivery conditions
Accessories	T3				Retailer price
					Privacy Policy

