

General Terms and Conditions of Business (GTC)

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1. General information

All deliveries and services from Stein — including the handover of software — take place exclusively in accordance with the following delivery conditions and terms of payment. Terms of purchase of the customer which deviate from this are hereby expressly rejected. We are only obligated to comply with them if we have expressly recognised them in writing. By issuing orders and accepting the goods delivered by us, the customer confirms their agreement to our conditions.

2. Offer and delivery

Our offers are, insofar as they are not subject to a time limit, always non-binding and our written order confirmations are definitive for the scope of the delivery.

Orders and contracts are accepted if an order confirmation has been provided, and it has been issued on time for catalogue components if it takes place simultaneously with invoicing and delivery.

For offers subject to a time limit and a specific acceptance period, the offer is definitive if an order confirmation has not been received on a timely basis.

We reserve the right to design and weight changes, insofar as they serve the purpose of technical improvement. Drawings and documents included with the offer are intended exclusively for the personal use of the recipient and must not be duplicated or made accessible to third parties without our express consent.

Obvious mistakes, printing, computing, writing and calculating errors are not binding for us and do not substantiate a claim to fulfilment or damages.

3. Price and payment

Prices apply ex works. Prices do not include statutory value-added tax. The costs for shipping and packaging are borne by the purchaser. Insofar as we are obligated in accordance with the German Packaging Ordinance to accept the packaging used for the transport, the Purchaser shall bear the expenses for the return transport of the used packaging and the indicated expenses for the recycling thereof or — insofar as this is possible and considered advantageous for us — the reasonable expenses that are also incurred for re-use of the packaging.

Insofar as the bases of calculation change, we reserve the right to price adjustments.

Retention of payments or offsetting due to any counter-claims is only permissible with recognised counterclaims of the purchaser or those which have been found legally valid.

4. Delivery period

The delivery period begins with the date of the order confirmation. However, this only applies if all technical and commercial details have been clarified at this point in time. The delivery period applies as observed if the delivery item has left the factory before it has elapsed or the customer has been notified of the readiness for delivery has been.

The delivery period shall be extended accordingly in the event of hindrances due to force majeure. This also includes strikes and lockouts. This also applies if unforeseen hindrances and circumstances arise for subcontractors.

Adherence to the delivery period is subject to fulfilment of contractual duties on the part of the purchaser.

If shipment is delayed at the request of the purchaser, we are entitled to have the delivery item at our disposal for other purposes after a reasonable period.

5. Transfer of risk

The risk transfers at the time of shipment to the purchaser, including partial deliveries. This also applies if we have undertaken delivery and setup. If the shipment is delayed due to circumstances for which the purchaser is responsible, the risk transfers to the purchaser from the day of notification of readiness for shipment.

At the purchaser's request, we will arrange for an insurance policy for the shipment against theft, breakage, transport, fire and water damages, as well as other insurable risks at the expense of the purchaser. Partial deliveries are permissible.

6. Retention of title

The delivered goods remain our property until payment in full of all current and future claims from the business relationship with the purchaser, regardless of the legal bases. The assertion of our rights to retention of title should not be considered a withdrawal from the contract. Moreover, we also reserve the claim to our rights for the purchase contract after surrendering our property, particularly to compensation for damages and lost profit.

At our request, the purchaser is obligated to notify us of assignments to third parties for the purpose of payment and to provide us with the necessary information for the assertion of our rights and to hand over the necessary documentation.

The purchaser is not entitled to other dispositions of the goods subject to retention of title than the aforementioned disposition, particularly pledging or provision of securities. They must notify us immediately about any infringement on the rights of our goods subject to retention of title. If the purchaser comes into default with their payment obligation towards us or violates one of the duties arising from the agreed retention of title, the total residual debt shall become due for payment immediately. In these cases, we are entitled to demand surrender of the goods and to seize them from the purchaser. The purchaser has no right to ownership.

7. STEIN software

The customer obtains a non-exclusive, non-transferable usage right to any type of software and corresponding documentation belonging to STEIN, not subject to time limit, for the hardware product to be stipulated or defined in the individual case. STEIN remains the holder of the copyright and all other commercial property rights. The right to produce copies is only granted for the data backup purposes. Copyright notices must not be removed. Transfer to third parties requires our prior consent.

8. Liability for defects

We are liable as follows for defects of our deliveries and services, including the absence of guaranteed properties:

All parts from services which become unusable or the usability of which is significantly impaired, within 12 months of the transfer of risk in single-shift operation, as a result of circumstances prior to the transfer of risk, particularly due to a defective design, poor materials or defective implementation shall be rectified or replaced by us free of charge. The warranty period for the rectified item or the replacement item and/or the newly rendered service is three (3) months. However, it shall extend at least until the expiration of the original warranty period.

The liability period on the delivery item is extended for the duration of the operational interruption caused by improvement work. Discovery of such defects must be communicated to us in writing immediately, no later than eight (8) days after the receipt of goods.

If the objection is valid, we shall bear the costs for the spare part, shipment and the necessary removal and installation costs in the scope that would normally arise in the location of the residential or commercial premises of the purchaser in the Federal Republic of Germany, but not in excess of the value of the rejected part. The purchaser shall bear the costs for the remainder.

The purchaser must allow use the necessary time and opportunity for subsequent improvement and/or replacement delivery. The purchaser shall only have the right to repair the defects themselves or to contract third parties and demand compensation from us for the necessary costs in urgent cases of an endangerment of operational safety and prevention of major damage. The same applies in the event that we have entered into default with the rectification of defects. The purchaser shall only be entitled to annulment or reduction if the subsequent improvement or replacement delivery has not taken place on a timely basis after reminder or was ultimately unsuccessful.

Further claims of the purchaser, particularly a claim to compensation for damages not incurred on the delivery item itself, are excluded. For third-party products, our warranty is limited to the assignment of relevant claims to which we are entitled towards the supplier of third-party products, to the extent that and insofar as warranty claims against our suppliers exist. For the remainder, we assume no warranty for damages resulting from consequential damages:

Our specifications for the delivery item and for the purpose of use, i.e. with respect to dimensions, weights, hardness, usage values, temperatures, etc. are only descriptions and/or characteristics and are not guaranteed features. They are non-binding guideline values and only apply as guaranteed insofar as they have been tested for the purposes of our customer and correspond to prototypes approved for this purpose. Unavoidable deviations are not grounds for any warranty claims. The above liability limitations apply accordingly for consultation or recommendations as well as any claims of the purchaser on the basis of ancillary contractual duties.

9. Liability for defects for software

STEIN software is duplicated appropriately. STEIN software can run on the hardware and software specified by STEIN.

Fulfillment in case of liability for defects takes place with replacement delivery. Should this fail after multiple attempts, despite a reasonable grace period, the customer shall be entitled to annulment or reduction. For the remainder, no guarantee is assumed for the absence of defects from the software and its data structure, unless something else was agreed upon in writing.

10. Impossibility, default, contractual adaptation

The purchaser can withdraw from the contract if the performance is impossible for us prior to the transfer of risk. The purchaser is also entitled to the right of withdrawal if the execution of a part of the delivery becomes impossible with an order of equivalent items, and they have an entitled interest in rejecting a partial delivery. If this is not the case, the purchaser can reduce the payment in return accordingly.

In the event of default in performance as defined in section 4 on our part, the purchaser shall be granted a reasonable grace period, which, if not observed, shall entitle the purchaser to withdrawal. In the event of a default in acceptance for which the purchaser is responsible, they shall remain obligated to service in return.

Should the purchaser incur damages due to default on our part, the purchaser shall be entitled to demand compensation for default. This is equal to 0.5% or a maximum of 5% of the value of the part of the total delivery which cannot be used on time or according to the contract as a result of the delay for each week of the delay, to the exclusion of further claims.

This limitation of liability shall not exist insofar as the purchaser can prove grossly negligent or intentional action on our part. In the case of unforeseeable events in the sense of article 4, insofar as they alter the economic importance or the content of the performance or our workmanship and in the event that it is subsequently determined that implementation is impossible, the contract shall be adapted accordingly. Insofar as this is economically feasible, we shall be entitled to withdraw from the contract wholly or in part.

11. Damage claims

The purchaser's damage claims from a positive breach of duty, the breach of duties in contractual negotiations and in case of tortious acts are barred, insofar as the liability is not mandatorily prescribed. This applies in cases of intent and gross negligence, in the event of an injury to the life, limb and health and if a product defect is present in accordance with the German Product Liability Act for personal injury and property damage to privately used objects.

In case of designs or production according to mandatory specifications of the purchaser, the purchaser shall indemnify us from any claims of third parties based on patent rights. Our liability for third-party products is limited to the assignment of claims to which we are entitled towards the third-party product supplier, insofar as no further liability arises in consideration of manufacturer's liability.

12. Jurisdiction

The court of jurisdiction for all disputes from the contractual relationship is Pirmasens. We are also entitled to file suit with the court of jurisdiction for the registered office of the purchaser.

German law applies exclusively.