

## **Terms and Conditions**

### **1. Validity**

The following terms and conditions for trading and delivery of the STAHL'S Europe GmbH (hereafter referred to as SE) are valid for all contracts, deliveries and other services, in as much as these have not been either amended or excluded with the express approval of the SE. The customer's general terms and conditions shall not become binding, even if SE does not expressly repeat its rejection of them. All agreements that are reached between ourselves and the customer for the purpose of fulfilling this contract are fixed in writing in this contract.

### **2. Order confirmation**

All offers remain subject to change until a written order confirmation has been received. Should the order confirmation differ from the customer's original order, then his attention is to be expressly drawn to this fact. In such a case, a contract only comes in to being when the customer's confirmation has been received. The ordering party may not derive any rights from the rejection of an order. Oral agreements only attain legal force after they have been confirmed in writing by SE.

### **3. Conditions of delivery, arrears, impossibility of delivery**

SE will always endeavour to adhere to the delivery dates named in the order confirmation. Should SE not be able to adhere to the delivery period agreed upon for reasons beyond its control, the customer must grant a reasonable extension period. Before this has expired he does not have the right to withdraw from the contract or to demand compensation on the grounds of non-fulfilment. The adherence to the delivery obligation on the part of SE is subject to the customer also fulfilling his own obligations punctually and in an orderly fashion. The exception of the non-fulfilled contract is reserved. Disturbances to the daily business life for reasons which SE bears no responsibility, in particular as a result of states of war, riots, traffic disturbances, strikes, official decrees, Acts of God or similar events caused by an unforeseeable event not the fault of SE and which leads to major disturbances of operations both at SE as well as its sub-suppliers, shall lead to a corresponding lengthening of the delivery periods. In such cases, partial deliveries of a reasonable amount are permissible. Each partial delivery is payable under the terms of payment agreed upon. Under no circumstances is SE to be held responsible for supplies that are delayed or do not take place at all (impossibility) due to the fault of a sub-supplier. SE shall further be liable under the statutory regulations in as far as the delay of the delivery is to be traced back to a wilful or grossly negligent contractual violation for which SE bears the responsibility. In as much as the delay of the delivery is not to be traced back to a wilful contractual violation for which SE bears the responsibility, then the liability for compensation shall be restricted to the foreseeable level of damages which are usually incurred in such a case. Should the customer be behind with the acceptance of deliveries or should he culpably violate any other of his obligations to cooperate, then SE is entitled to demand compensation for any damages,

including expenditure for extra work, that it incurs as a result. Further reaching claims remain unaffected by this. In as much as the conditions listed above are given, the risk of a chance ruin or a change worsening of the condition of the goods shall be transferred to the customer at that moment in time when he has fallen behind, either with taking delivery or payment. Deliveries under the terms of § 376 HGB (fixed business deals) require a separate written agreement.

#### **4. Complaints and warranty**

SE is constantly striving to produce and deliver thermo printing goods of a constantly high quality. The customer must inspect the goods delivered for their contractual conformity and is obliged to rebuke any evident defects without delay. In as far as the deal for both contractual parties is a commercial sale in the sense of §§373 ff. HGB (=Code of Commercial Law) then the stipulations of the HGB apply. In the event of the customer returning goods that have been ordered and delivered in an impeccable condition, SE express reserves the right to accept or reject such a return delivery. Should the, under these circumstances, voluntary acceptance indeed take place, then a processing fee of 10% of the net value of the goods will be charged. In the event of justified complaints, SE will replace free of charge those supplied goods that were deemed to be not of the usual quality at the time of delivery up to the order value of those goods that were rebuked as being defective. The defects of partially delivered goods do not entitle the customer to complaint about the delivery as a whole, unless the partial delivery is of no interest to the customer. In the event of a totally or partially deficient delivery the customer, subject to his adhering to the conditions named above, has the option of demanding either a post-fulfilment in the form of a rectification of the defects or the delivery of a new, non-defective product. Should the post-fulfilment be a failure, then the customer has the option of withdrawal from the contract or reducing the price. In as far as the customer has the right of compensation for damage incurred rather than a new service, then the liability of SE is also in the event of a withdrawal from the contract or the reduction of the price restricted to the replacement of the foreseeable amount of damages typically incurred. Liability for further damages resulting from the defect is excluded, unless SE or agents acting in its behalf are guilty of wilful intent or gross negligence or the further damage is to an assured characteristic of the product. In the case of coloured prints, minor deviations from the original do not constitute grounds for a complaint. The same is true for the comparison between proof copies and printed editions. For deviations in the nature of the materials used, SE shall only be liable to the extent of its own claims against the sub-supplier in question. With regards to the statute of limitations for claims held bet he customer, the statutory regulation is referred to, according to which the statute of limitations for used objects is restricted to one year. If it is a question of a purchasing contract between two companies, then the statute of limitations will be limited accordingly to one year as from the time of the delivery. The customer may only offset such claims that are either undisputed or have attained legal recognition. A customer who is a entered in the commercial register of the HGB has neither withholding nor offsetting rights. Claims of the customer resulting from necessary expenditure for the purpose of post-fulfilment, in particular costs for transport, travel, labour and materials are excluded, in as much as the

expenditure has been increased because the goods supplied by SE have been subsequently taken to a location other than the registered office of the customer, unless their removal should correspond to their intended purpose.

#### **5. Corrections and printing permission (Imprimatur)**

For all commissions produced according to customer wishes (Transfers, Plotter sections etc.) SE will, before the start of production, send a free copy for correction purposes. This will be checked by the customer for any mistakes and for the correctness of colours and dimensions and then returned as ready for printing. The commission will only be put into production after the written release of the correction copy has been received. The customer will then receive from SE a written confirmation of the order with the probable dispatch date. SE is not liable for any mistakes overlooked by the customer and declared fit for printing. Amendments that are communicated by telephone require the written confirmation of the customer. Graphic costs will also be charged should the commission not go into production. With the granting of printing permission the customer assumes full liability for any text, condition and colour faults that were already visible on the approved copy/copies. Colour variations within the usual tolerance in screen printing are accepted by the customer. SE is thus responsible for production errors (and here only for purchasing costs). The regulations contained in figures 3 and 4 of the AGB (=General Conditions and Terms of Trade) apply additionally.

#### **6. Risk transfer, packaging costs**

In as much as nothing else is to be read from the order confirmation, delivery "ex works" is considered agreed upon. Transportation and all other forms of packaging according to the stipulations of the packaging directive will not be taken back, with the exception of palettes. The customer is obliged to ensure a disposal of the packaging at his own cost. Should the customer wish, then SE will cover the delivery by means of a transport insurance policy; the costs arising in this case are to be borne by the customer.

#### **7. Patents, trademarks and other protected rights**

a)

SE cannot be made liable for any costs, losses or other damages that result from the violation of patents, trademarks, officially protected drawing, copyrights or other such protected rights relating to the drawings, specifications or any other details provided by the customer. This applies both to the relationship with the customer as well as towards third parties. The same applies to the usage of words, drawings, symbols etc., which the customer has handed in as a printing commission. The customer is responsible for the observance of the protected rights referred to here, and thus releases SE from any third party claims. This is also the case when SE has been consulted by the customer regarding the graphical and / or technical layout.

## b) Webshop

The prices are understandable plus legitimate value added tax. The price are according each of the valid pricelists, they stay open, until an order is made between two parties. SE has the right to charge trade stores, stores with legal entities of the public law and special fortunes under public law on the day of the delivery with the valid prices or if the deliverer retro respectively charges a corresponding price in a bill, then there will be an after calculation made. That also counts by stores with consumers, if the delivery should come 4 months after the completion of the contract or at the fault of the customer 4 months after the completion of the contract. The prices that the SE makes in their offers count under reservation, so that the contract's details stay the same based on the laid order data. All prices count ex works. They do not include packaging, freight, postage insurance or other transportation costs. Payment terms are payment by creditcard, payment in advance.

## **8. Prices and terms of payment**

All prices are to be understood as being subject to the statutory rate of VAT. The prices, according to the price list valid at the time are subject to alteration until such time as a contract has been concluded between the two parties. SE is entitled, when doing business and trade with public corporations or public special asset funds to calculate those prices which are valid on the day of the delivery or to undertake a subsequent recalculation, should the suppliers charge accordingly back-dated price alterations. The same applies to business deals done with private consumers, should it be intended that the delivery take place more than 4 months after the conclusion of the contract or the delivery should take place more than 4 months after the conclusion of the contract. The prices named in SE's offer are valid under the proviso that the order data upon which they are based remain unchanged. All prices are valid ex works. They do not include costs for packaging, freight, postage, insurance and other dispatch costs. These costs will be invoiced separately. Possible means of payment are credit card, cash in advance or bank debit. The payment of the purchasing price is to be made exclusively to the bank account named. A discount may only be deducted if a separate written agreement has been reached. Unless otherwise agreed, payment is to follow within 10 days of the delivery. Penalties for arrears will be charged according to the statutory regulations. The right to claim for further reaching damages incurred as a result of arrears is reserved.

## **9. Reservation of proprietary rights**

SE retains the ownership of the goods delivered until the purchasing price has been paid in full. In commercial traffic, SE also reserves the right of ownership until all claims, regardless of their legal basis, have been paid, even when the purchasing price for particularly identified claims has been paid. For current invoices this retention of the rights of ownership serves as a security for SE's remaining claims. The customer is only entitled to resell the goods in the orderly course of business under the condition named below and with the proviso that the claims resulting from the resale under the condition named below are transferred to SE: any treatment or further procession is constantly to be done for SE free of charge and

without any obligations SE in as much as SE is to be regarded as the manufacturer of the goods in the sense of §950 BGB (=Civil Code), i.e. SE retains the ownership of the products at all times and at all stages of the processing. When the goods are processed, combined or mixed with other goods that are not the property of SE, then SE is entitled to co-ownership of the new product in the relationship of the value of the purchased product (final invoice value, including VAT) to that of the other goods processed at the time at which the processing takes place. For the new product resulting from the processing, application and mixing the same will also apply as to the reserved goods. It is to be regarded as a reserved good under these terms. The customer cedes to SE as from now all claims with their subsidiary rights to the amount of the final invoice (including VAT), which he holds against the purchaser or any third parties – whether this is with or without prior processing, combining or mixing of the reserved goods. The customer is also empowered to collect such claims after such a cession. The authority of SE to collect the claims itself remains unaffected by this. SE pledges itself, however, not to collect the claims as long as the customer fulfils his payment commitments in an orderly fashion. SE can demand that the customer reveals the ceded demands and the appropriate debtors and also all details necessary for such a collection, hands over the corresponding documents and informs the debtors of the cession. If the goods are resold together with other goods that do not belong to SE, then the claim of the customer against the purchaser is considered to have been ceded to the total of the delivery price agreed upon between SE and the original purchaser. SE pledges itself to release the securities to which it is entitled in as much as their value exceeds the claims which are to be secured by 20%, whereby the selection of the securities to be released is the right of SE. As long as ownership has not been transferred, the customer is to inform SE in writing when the objects delivered are pawned or subject to other influences of any third party. Should this third party not be in a position to refund SE the court and out-of-court costs of a law suit in accordance with §771 ZPO (Code of Civil Procedure) then the customer shall be liable to SE for the losses incurred.

#### **10 Warranty conditions**

For goods which SE passes on to customers as its own the particular warranty conditions of the company SE, apply. When ordering the goods, the customer expressly declares his knowledge of these conditions. In the case of supplied of externally, i.e. by third parties, manufactured goods the guarantees issued by the manufacturer applies accordingly. Thus SE is only liable under the general terms and conditions of trade named above.

#### **11. The taking back of machines manufactured by SE for the purpose of disposal**

SE declares its readiness to take back all devices made by SE and labelled with its name for disposal free of charge. The condition is that the machines are sent bank complete to SE at the customer's own costs so that SE is able to dismantle them and dispose of them in an orderly fashion.

#### **12. Place of fulfilment, court of jurisdiction, effectiveness**

The place of fulfilment and court of jurisdiction for all claims and legal disputes arising from this contract, including processes involving bills of exchange and documents shall be Dillingen/Saar. The laws of the Federal Republic of Germany shall apply; the validity of the UN purchasing convention is excluded. Should one or more of the stipulations of these General Terms and Conditions (AGB) prove to be ineffective, than this shall not affect the effectiveness of the conditions as a whole.