

General Terms and Conditions of Business and Delivery

I. General Provisions

1. The following General Terms and Conditions of Business and Delivery ("GTC") apply, subject to any offer-specific conditions, to the sale and delivery of goods and to the provision of development, engineering, consultancy and other services (hereinafter the "additional services") by STEINEL Solutions AG (hereinafter "STEINEL") to its Customers in Germany and abroad.
2. Any terms and conditions of purchase or business of the Customer shall not form part of the contract. Any provisions of the Customer that go beyond or deviate from these GTC require the written confirmation of STEINEL to be valid.
3. All agreements, amendments and other legally relevant declarations by the parties must be in writing to be valid. Declarations in text form which are transmitted or recorded via electronic media (e-mail, fax, etc.) shall be deemed equivalent to the written form.
4. In the event of any conflict between the provisions of the contract (i.e. the main contract document or the specific offer, including all offer-specific terms and conditions) and these General Terms and Conditions, the provisions of the contract shall take precedence.

II. Conclusion of Contract

1. Offers from STEINEL are non-binding.
2. A legally valid contract for an individual transaction is only concluded upon delivery of the written order confirmation from STEINEL to the Customer or upon commencement of order execution. The same applies to order amendments and additions.
3. The Customer has no right to cancel ordered products or services. Cancellations are only possible in exceptional cases following prior written agreement. In such cases, the Customer will be invoiced for the costs incurred in processing their order as well as for any services already rendered.
4. The documents forming part of the offer or contained in price lists, catalogues and manuals, such as illustrations, drawings, weight and dimensional specifications, are for guidance only and are non-binding unless expressly designated as binding. For further services, the specifications and service descriptions detailed in the relevant offer shall prevail. STEINEL reserves the right to make changes at any time.
5. Offers and cost estimates, as well as drawings or other offer documents, remain the property of STEINEL. Any copyright in them is vested exclusively in STEINEL. Without STEINEL's consent, these may neither be reproduced nor passed on and must be returned to STEINEL upon first request.
6. STEINEL is authorised to engage third parties (in particular STEINEL subsidiaries) to fulfil the contract or to transfer the fulfilment, in whole or in part, to third parties.

III. Delivery, transfer of risk and return of products

1. The nature and scope of the delivery and services are specified in STEINEL's order confirmation and any annexes thereto.
2. Unless otherwise agreed, delivery of the goods shall be deemed to have taken place upon their provision at STEINEL's place of manufacture (Incoterms 2020 EXW). For other services, acceptance of the service shall take place in accordance with the acceptance criteria and procedures agreed in the relevant offer or contract. Unless specific acceptance criteria have been agreed, the service shall be deemed accepted if the Customer does not give written notice of any material defects within 20 working days of the service being provided.
3. The delivery times specified by STEINEL shall be adhered to as far as possible, but are non-binding unless expressly agreed or confirmed in writing by STEINEL. The Customer is not entitled to rescind the contract, or to assert claims for delay or damages, in the event of any exceeding of the delivery time. Partial deliveries and partial performance by STEINEL are permitted. Unforeseeable, unavoidable events for which STEINEL is not responsible, e.g. force majeure, epidemics and pandemics, strikes and lockouts, operational disruptions, difficulties in procuring materials and energy, transport delays, shortages of energy and raw materials, official measures, as well as difficulties in obtaining permits, in particular import and export licences, shall extend the delivery period – including binding delivery periods and those for which contractual penalties have been agreed – by a reasonable period, without this granting the Customer the right to cancel the order or to make any claims for delay or damages. This also applies if the obstacles arise at a STEINEL supplier. If a delay lasts longer than three months, both contracting parties are entitled to withdraw from the contract. Claims for damages are excluded on both sides in this case.
4. Framework contracts must be fulfilled through call-off orders within the agreed term. STEINEL reserves the right, at the earliest 6 weeks after the Customer's default in acceptance, to dispose of the goods elsewhere and to set a new delivery date or to withdraw from the contract. If STEINEL has reason to believe that the Customer will not fulfil their acceptance obligations, STEINEL is also entitled to withdraw from the contract. In any event, the right to claim further damages is reserved. In the event of a delay in acceptance, the Customer shall pay interest at a rate of 5% p.a. on the invoice value of the call-off that has not been made, from the expiry of the aforementioned period. We reserve the right to claim further damages.
5. The Customer is obliged to accept and pay for the packaging units of the purchased materials, as well as the resulting finished and semi-finished products, even if this is not explicitly stated in the order. The type of packaging is at STEINEL's discretion. Packaging units for components and materials will not be taken back by STEINEL.
6. Delivery and dispatch are at the Customer's expense and risk. The Customer is responsible for dispatch and insurance against damage of any kind. Even if dispatch and insurance are to be arranged by STEINEL as agreed or are arranged by STEINEL in accordance with established practice, they shall be deemed to have been concluded on behalf of and at the expense of the Customer (see Section IV.1 of these GTC).
7. Transfer of title, risk and liability:
 - For goods: Title and risk pass to the Customer as soon as the goods leave STEINEL's warehouse. In the event of delivery delays for which the Customer is responsible, title and risk pass to the Customer as soon as STEINEL makes the delivery available.
 - For other services: Title, risk and liability for the results of other services pass to the Customer upon their handover to the Customer or, if a formal acceptance has been agreed, upon successful acceptance of the service or, in

case of doubt, upon completion of the project. In the event of delays in handover, acceptance or project completion for which the Customer is responsible, the benefits, risks and liability shall pass to the Customer as soon as STEINEL makes the results available for acceptance. From this point onwards, the Customer shall bear sole responsibility for the results of the services, unless otherwise agreed in writing.

8. The Customer shall generally have no right to return products duly delivered by STEINEL. Returns shall only be permitted in exceptional cases, subject to prior written agreement and provision of the reference number for the original delivery.
9. Custom and special designs, third-party products (i.e. products not manufactured by STEINEL), technically obsolete products, products delivered more than 6 months ago, and products that have already been used or installed will not be accepted for return.
10. Subject to Clause III.8 of these General Terms and Conditions, the following credit notes shall be issued for returned products, exclusively for offsetting against further orders from the Customer:
 - Max. 80% of the net invoice value if the products are still in their original condition, the packaging has not yet been opened, and delivery took place within the last 6 months;
 - Max. 70% of the net invoice value if the products are still in their original condition, but the packaging has been opened and delivery took place within the last 6 months.

Payment or transfer of the credit note to the Customer is excluded.

IV. Prices

1. Prices are quoted ex works from STEINEL (Incoterms 2020 EXW) for goods deliveries or as project or hourly rates for other services, in Swiss francs (CHF) or, where applicable, in another currency, excluding VAT, customs duties, shipping and insurance charges, and other fees. The costs for packaging, insurance, transport, installation, commissioning and service shall be borne by the Customer. For additional services, any expenses, travel costs and out-of-pocket expenses shall also be borne by the Customer.
2. Should there be significant increases in delivery and/or production or other project costs (>10%) for reasons beyond STEINEL's control, STEINEL reserves the right to adjust prices or cancel an order.
3. All prices quoted by STEINEL in offers and price lists are subject to change and are non-binding.

V. Currency parities

STEINEL reserves the right to charge for all verifiable additional costs arising from currency fluctuations compared to the offer or order confirmation.

VI. Terms of payment and late payment

1. All invoices are payable strictly net within 30 days of the invoice date. The Customer is solely responsible for all duties and taxes incurred outside Switzerland in connection with the delivery and invoicing.
2. The Customer shall be in default upon expiry of the aforementioned payment period without the need for a reminder and shall pay default interest at a rate of 5% p.a. We reserve the right to claim further damages. If a Customer defaults on payment or if, after conclusion of the contract, STEINEL has reasonable doubts regarding the Customer's solvency or creditworthiness, STEINEL shall be entitled, at its discretion, to require advance payment or appropriate security for outstanding deliveries and/or to withhold further services or deliveries under this and other contracts until all due claims have been settled in full.
3. If the Customer fails to comply with a request for advance payment or security within a reasonable period set by STEINEL, STEINEL shall be entitled to withdraw from the contracts concerned in whole or in part. We reserve the right to claim damages.
4. The assertion of a right of retention and the offsetting of counterclaims by the Customer are excluded, unless the counterclaims are undisputed or have been established by a final and binding court decision.
5. In the event of late payment, the Customer shall owe default interest at a rate of 5% as well as compensation for all further losses, in particular the costs of reminders and debt collection measures.

VII. Ownership and Retention of Title

1. Notwithstanding the provisions under Section X of these GTC, all technical documentation, testing and operating equipment and software programmes not provided by the Customer, as well as any intellectual property rights or know-how, remain the property of STEINEL and may not be copied or reproduced, disclosed to third parties in any way, or used for the manufacture of the product or its components. The Customer warrants that the manufacture and delivery of products or software programmes or other solutions or services by STEINEL in accordance with the Customer's instructions, templates, plans, samples, etc. do not infringe any third-party rights. STEINEL does not carry out Freedom-To-Operate (FTO) checks on its own initiative. If there are indications of an infringement of third-party rights, STEINEL may suspend its performance until the matter has been clarified.
2. All goods delivered remain the property of STEINEL until all claims, including disputed claims, have been settled, regardless of the legal basis (including default interest and legal costs). This also applies if the Customer should unlawfully sell the rights to the goods intended for them to third parties.
3. The Customer hereby gives their express consent to the relevant entry of the delivered goods in the retention of title register of the debt enforcement office responsible for them.
4. STEINEL is and remains the owner of all intellectual property rights to the product, its components and the supplied software/firmware or, where applicable, an authorised licensee of such third-party rights. The relabelling, alteration or removal of any affixed brands, trade marks or other identifying marks or designations relating to the product, its components, the software/firmware contained therein and/or in accompanying documentation without the prior written consent of STEINEL is expressly prohibited and constitutes a material breach of contract. The

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Customer shall not dispute or challenge the validity of trade marks, trademarks or other identifying marks or names of STEINEL or third parties. The Customer may not adopt, use or register any trade marks of STEINEL or third parties, or any words or signs that are confusingly similar to the trade marks or signs of third parties, whether as a company name, trade mark or other indication of origin. The Customer shall not remove or obscure any ownership notices on the firmware and/or the product.

5. The intellectual property and know-how created by STEINEL for the Customer within the scope of a project ("Foreground IP") shall become the property of the Customer upon full payment of the agreed remuneration by the Customer, unless otherwise agreed in the relevant offer or contract. STEINEL shall be granted an irrevocable, non-exclusive, transferable and sub-licensable right of use, free of charge, in respect of this Foreground IP, which is unlimited in time, territory and content, subject to the confidentiality of the Customer's trade secrets.
6. The Customer shall fully indemnify STEINEL against all claims by third parties arising from any alleged or actual infringement of third-party rights resulting from the services provided by STEINEL or the Customer's use thereof.

VIII. Obligation to inspect and give notice of defects, warranty

1. The Customer is obliged to inspect the delivered goods or services carefully for any defects in quality or quantity immediately upon receipt and to notify STEINEL in writing of any discrepancies or defects within 10 days. If the Customer fails to do so, the delivery or service shall be deemed to have been approved. Should defects subsequently arise which were not apparent upon careful inspection, the written complaint must be made immediately upon their discovery; otherwise, the delivery or service shall be deemed to have been approved, including with regard to such defects.
2. STEINEL provides a one-year warranty for all delivered products and services rendered, calculated from the date of delivery or the date of acceptance of the service. If the delivered products or services rendered are used by the Customer for personal or family use, the warranty period is two years from delivery. Upon expiry of the relevant period, all warranty claims against STEINEL shall be time-barred. This also applies to defects that were not apparent at the time of acceptance and following careful inspection. For the provision of further services, STEINEL guarantees careful and professional execution and compliance with the specifications agreed in the relevant offer or contract. Any warranty regarding the achievement of a specific economic success or the error-free nature of the developed solutions is excluded.
3. Proven defects in materials, design or manufacture, or defects in the services provided, shall – at STEINEL's discretion – be rectified free of charge in STEINEL's workshops, or the product or its defective component shall be replaced. This is subject to the condition that the defective product is sent by the Customer to STEINEL at the Customer's expense. In the event of defective performance, STEINEL shall carry out rectification.
4. For replaced or repaired parts or rectified services, a new warranty period of 6 months shall commence from the delivery of the replacement parts or the completion of the repair or rectification, whereby the Customer's warranty claims during this period shall be limited exclusively to the aforementioned repair, replacement or rectification services.
5. Warranty claims are entirely excluded for defects in products, components or services resulting from:
 - Improper handling, storage, installation or use of the products or services;
 - Failure to comply with assembly, operating and maintenance instructions or usage guidelines;
 - Excessive strain or natural wear and tear; and
 - Force majeure or external influences not provided for in the contract, or use outside the scope of normal intended use.
6. If products or components (in particular components supplied by the Customer) that were not manufactured or procured by STEINEL are defective, STEINEL may discharge itself from any warranty by offering the Customer the assignment of its own warranty claims against the supplier or subcontractor.
7. STEINEL's warranty shall lapse if the agreed terms of payment are not met, or if the Customer, without STEINEL's consent, has carried out modifications or repairs to delivered products or services themselves or had them carried out by third parties.
8. Any warranty of any kind beyond the services described above is excluded, in particular rescission and reduction.
9. Products outside the warranty period will no longer be accepted by STEINEL.

IX. Programmes (software and firmware)

Notwithstanding any provisions to the contrary in Article X below, the following is deemed to have been agreed:

1. Definition: Programs within the meaning of these Terms and Conditions are specific computer programs and firmware for embedded systems, consisting of a sequence of machine-readable instructions, which STEINEL makes available to the Customer for use in operating a product supplied by STEINEL or the system specified in the contract, in return for payment of a contractual fee.
2. Upon payment of the contractual fee, the Customer acquires the non-exclusive and non-transferable right to use the software/firmware specified in the contract exclusively for the product supplied or the designated system. "Use" within the meaning of these provisions means: loading the software/firmware into a device in machine-readable form for the agreed purpose and storing it therein for the execution of the instructions contained therein. The provisions of this Section IX apply to software and firmware supplied by STEINEL as standard products. For software and firmware created as part of development services, the provisions under Section VII of these GTC apply.
3. The intellectual property rights and rights of use associated with the software/firmware, as well as ownership of any data carriers supplied, shall remain with STEINEL. The Customer is not authorised to sell, pledge or make the programmes, copies of programmes or sub-programmes available to third parties, or to decrypt, reverse engineer, modify or publish the programme code.
4. Subject to any other written agreements, STEINEL warrants, in the sense described below, that the delivered software/firmware complies with the specifications

described by STEINEL, provided that the programmes are used in accordance with the instructions in STEINEL's documentation.

5. The warranty period is 1 year from the date of the invoice. In the event of a fault in a valid programme version, STEINEL shall provide the Customer with information for rectifying the fault, e.g. in the form of a description of how to resolve the fault or by providing a new programme version (release). The warranty period does not restart upon the release of a new version. A prerequisite for this service is that the error is reproducible and occurs in the most recent version supplied by STEINEL to the Customer, and that STEINEL receives all documentation and information required for rectifying the error from the Customer within the one-year warranty period.
6. STEINEL does not guarantee that the software/firmware can be operated continuously and without error in all combinations desired by the Customer or with all data, components and programmes provided by the Customer, nor does it guarantee that the correction of one programme error will prevent the occurrence of others. STEINEL does not guarantee that any software/firmware does not infringe the intellectual property rights of third parties.
7. The warranty shall lapse if the Customer fails to comply with the dialogue instructions, instructions or documentation supplied by STEINEL, or if any faults that occur are attributable to improper or unauthorised installation, modification, operation or use by the Customer (including their agents, subcontractors or external service providers) or to third-party causes.
8. Any warranty of any kind beyond the services described above is excluded.

X. Third-party rights

1. The Customer acknowledges and agrees that STEINEL products contain, among other things, firmware that is the property of a third party and for which STEINEL has been granted a licence. Upon the sale of such products, STEINEL grants a non-exclusive, worldwide, non-transferable sub-licence (without the right to grant sub-licences) to use this integrated third-party firmware, insofar as this is necessary for the contractual use of the respective product under the terms set out herein.
2. The granting of the sub-licence pursuant to Clause X.1 of these GTC is subject to
 - the quantities of firmware sub-licences specified in the relevant contract;
 - the restrictions, conditions and limitations associated with the relevant product model; and
 - the restrictions, conditions and limitations set out in the contract (if any).
3. The sub-licences granted herein for third-party firmware are strictly limited to use by the Customer. Any use of such firmware outside the scope of the contract constitutes an infringement of the third party's intellectual property rights and a material breach of contract.
4. No ownership of the third-party firmware is transferred to the Customer. Ownership of the firmware and all associated rights to patents, copyrights, trade secrets and other intellectual property rights remain with the relevant third party.
5. The provisions of this Section X of these GTC apply to every release, update or upgrade of the third-party provider's firmware.
6. STEINEL shall be entitled, following reasonable prior written notice, to inspect the Customer's business premises, books, records and other relevant documents in order to verify compliance with the Customer's rights and obligations arising from the sub-licences granted pursuant to this Section X of these GTC and the other licences granted under the contract.
7. The Customer acknowledges and agrees that, notwithstanding Clause IX.5 of these General Terms and Conditions, the statutory warranty regarding the freedom from defects of third-party firmware is expressly excluded. STEINEL hereby disclaims all statutory or contractual representations and warranties in relation to the sub-licensed third-party firmware, whether express or implied, including, without limitation, all warranties of merchantability, non-infringement and fitness for a particular purpose. Rectification of defects in third-party firmware shall be provided exclusively on a voluntary basis and at STEINEL's sole discretion, solely on the basis and to the extent provided for in the relevant licence agreement between STEINEL and the third party, and in any event for no longer than one year from the date of conclusion of the agreement. STEINEL expressly excludes any further warranty or support.
8. The sub-licences granted herein are subject to the validity of the underlying licences granted to STEINEL by the relevant third party. The Customer therefore acknowledges that in the event of the termination or expiry of the relevant underlying licences of the third party, for whatever reason, the sub-licences granted herein shall automatically lapse and the Customer shall immediately cease all use of the third party's intellectual property rights and, upon request by STEINEL, shall return or destroy all items in its possession that contain or comprise such third-party intellectual property rights. The parties shall negotiate in good faith as to how the effect of the termination of a third-party licence on the contract with the Customer and the relevant product is to be handled, and the Customer shall cooperate with STEINEL and provide STEINEL with reasonable assistance to ensure that STEINEL can fulfil its obligations under the licence agreement with the relevant third party.

XI. Compliance with regulatory requirements

1. The Customer shall be solely responsible for identifying, defining and complying with all applicable legal and regulatory requirements governing the products or services developed by STEINEL for the Customer and their intended use, placing on the market and operation, whereby STEINEL shall provide its services exclusively on the basis of the Customer's specifications.
2. The Customer shall fully indemnify STEINEL against all third-party claims, regulatory measures, fines, damages and costs (including legal and court costs) arising from non-compliance with applicable legal or regulatory requirements in connection with the products or services developed by STEINEL or their placing on the market and use by the Customer.

XII. Data Protection

1. Insofar as the parties process personal data in connection with these GTC, they shall comply with all applicable data protection laws and regulations, in particular the Swiss Data Protection Act.

2. The parties shall process personal data in connection with these GTC as independent data controllers and shall ensure that they have the necessary legal basis for the processing of their respective employees' personal data and, where necessary, are authorised to disclose such data to the other party.
3. The parties shall provide each other with appropriate assistance to comply with applicable data protection law. This may include, amongst other things, agreeing on additional contractual safeguards in connection with the transfer of personal data (e.g. recognised standard contractual clauses).
4. The Customer shall ensure that, prior to disclosing personal data to STEINEL, all data subjects (e.g. employees) are informed of the disclosure to STEINEL and of STEINEL's privacy policy (available at: <https://www.steinel.de/de/datenschutz/>).

XIII. Liability, compensation and obligations of the Customer

1. The Customer's claims arising from delays in delivery or performance and due to defects are exhaustively governed by these General Terms and Conditions. Any warranty beyond this, as well as contractual and non-contractual liability on the part of STEINEL for any damage suffered by the Customer due to defects or the breach of contractual or non-contractual obligations, is excluded to the extent permitted by law. STEINEL's liability is specifically excluded for, inter alia, the costs of installing and removing defective equipment, the shipping costs of replacement deliveries, loss of profit, damage to brand and reputation, consequential damages, damages resulting from defects and delays, damages arising from the Customer's failure to fulfil or improper fulfilment of contractual obligations towards its own Customers, and claims by third parties, etc.
2. STEINEL accepts no liability whatsoever for damage arising from the improper handling, storage, installation or use of STEINEL products or services by the Customer or third parties, or caused by strikes, natural disasters or similar cases of force majeure. The Customer must observe the information and instructions contained in the accompanying documentation, as well as the storage, assembly, usage, operating and maintenance instructions for products or the terms of use for services.
3. Furthermore, any claims for damages arising in connection with advice and support provided by STEINEL during the planning, development or implementation phases are excluded. This does not apply to services that were the subject of an individual contract concluded with the Customer, in which the scope of STEINEL's liability was precisely defined.
4. The Customer undertakes to take appropriate technical and organisational measures to minimise the security risks associated with accessing STEINEL devices via the internet. These include, in particular, the following measures:
 - The connection of automation stations to the internet must always be secured with firewalls;
 - Software updates must be carried out promptly;
 - STEINEL products must not be operated using the factory-set initial passwords;
 - Upon commissioning, the Customer must choose a suitable password of their own, keep it secret and change it regularly.
5. STEINEL may from time to time recommend further measures to the Customer to protect STEINEL devices from unauthorised access. However, the Customer acknowledges that it is beyond STEINEL's control and responsibility to implement such security measures. STEINEL therefore excludes any liability for unauthorised access by third parties to STEINEL devices connected to the internet and for any data loss or damage to the Customer caused directly or indirectly as a result.

XIV. Assignment and place of performance

1. The Customer may only transfer rights against STEINEL to third parties following prior written agreement with STEINEL.
2. The place of performance for the services of both parties is CH-8840 Einsiedeln/SZ or at the registered office of a subsidiary of STEINEL GmbH, D-33442 Herzebrock-Clarholz/Gütersloh.

XV. Choice of law and jurisdiction

1. All legal relationships between STEINEL and the Customer are governed by Swiss substantive law, to the exclusion of conflict-of-law rules and international treaties, in particular the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
2. The exclusive place of jurisdiction is Einsiedeln, Switzerland. However, STEINEL is entitled to assert its rights at the Customer's place of business or before any other competent authority, in which case the above choice of law remains valid. The statutory places of jurisdiction for Customers who use the products for personal or domestic use remain reserved.