

I. General

1. The General Terms and Conditions set out in the following apply under exclusion of conflicting terms and conditions for the sale and delivery of products by STEINEL Solutions AG (referred to as STEINEL hereafter) to its customers in Switzerland and other countries.
2. The customer's general terms and conditions and purchasing conditions do not form part of the contract. The customer's additional rules or rules that conflict with these General Terms and Conditions shall only apply if confirmed in writing by STEINEL.
3. All agreements, modifications and other legally relevant declarations of the Parties shall only have binding legal effect if made in writing. Written declarations transmitted or documented via electronic media (email, fax etc.) satisfy the written form requirement.
4. The provisions stipulated in the contract shall take precedence in the event of a conflict between the contractual provisions (i.e. the principal contract document) and these General Terms and Conditions.

II. Inception of a contract

1. All offers from STEINEL are non-binding.
2. A legally binding contract for an individual business transaction is only incepted upon receipt of STEINEL's written order confirmation by the customer, or upon commencement of the contractually agreed performances. The same applies to changes and additions to orders.
3. The customer does not have the right to cancel orders for products or services. Cancellations are only permitted in exceptional cases and on the basis of a prior written agreement. If this is the case, the customer will be invoiced for the costs that have accrued for the processing of the order and any performances already rendered.
4. The information provided in offers or price lists, catalogues and manuals, e.g. sketches, drawings, weights and dimensions, are only intended to provide guidance and are non-binding, unless they are expressly designated as binding. STEINEL reserves the right to adjust or modify them at any time.
5. Offers, cost estimates, drawings and other offer documents remain the property of STEINEL. STEINEL holds all copyrights to them. They may neither be reproduced nor made available to third parties without STEINEL's consent and must be returned to STEINEL upon first request.
6. STEINEL is authorized to involve third parties (in particular STEINEL subsidiaries) in the performance of the contract and to assign the performance in whole or in part to third parties.

III. Delivery, transfer of risk and product returns

1. The type and scope of the delivery and performances is specified in STEINEL's order confirmation and the relevant annexes.
2. Unless agreed otherwise, the goods shall be delivered by making them available at STEINEL's place of manufacture (Incoterms 2020 EXW).
3. The delivery periods stated by STEINEL will be observed as closely as possible, but are non-binding for as long as they are not expressly agreed or confirmed as binding in writing by STEINEL. The customer is not authorised to rescind the transaction or claim damages or compensation for delay if delivery takes place after the delivery period. STEINEL is permitted to make partial delivery and render partial performance. Events that are unforeseeable, unavoidable or not attributable to STEINEL, e.g. force majeure, epidemics and pandemics, strikes and lock-outs, operational disruptions, difficulties in the procurement of materials and energy, transport delays, lacking supply of energy and raw materials, measures taken by public authorities, as well as difficulties in obtaining permits and import or export licenses in particular, shall result in an extension of the delivery period - including in the case of binding delivery periods and delivery periods for which a contractual penalty was agreed - for a reasonable period of time, without the customer being entitled to a right to rescind the order or claim any damages or compensation for delay. This also applies if the impediments affect one of STEINEL's upstream suppliers. If a delay persists for longer than three months, both contracting parties shall have the right to rescind the contract. Both Parties shall in this case be excluded from claiming compensation of damages.
4. Framework contracts must be performed by placing on-call orders within the agreed term. STEINEL reserves the right to otherwise dispose over the goods and set a new delivery date, or alternatively rescind the contract, but may only do so after not less than 6 weeks after the customer has come into default of acceptance. STEINEL shall also have the right to rescind the contract if STEINEL has reason to believe that the customer will not meet its acceptance obligations. STEINEL reserves the right to claim additional damages. If the customer fails to place on-call orders, the customer shall pay interest at a rate of 5% p.a. on the invoice value of the omitted on-call order from the expiry of the 6-weeks period. The right to claim additional damages remains without prejudice.
5. The customer must accept delivery of the packaging units of the purchased material as well as finished and semi-finished materials resulting from them and make the corresponding payment, including in cases where this is not explicitly stated in the order. The type of packaging shall be at the sole discretion of STEINEL. STEINEL does not accept return delivery of packaging units of components and materials.
6. The delivery and shipment will be on account and at the risk of the customer. The customer is responsible for the shipment and insurance against any kind of damage. The shipment and insurance are deemed arranged on behalf and at the cost of the customer, including in cases where it is agreed that STEINEL arranged the shipment and insurance, or if STEINEL arranges them in accordance with established business practice (cf. Clause IV. 1 of these General Terms and Conditions).
7. The benefits and risks shall transfer to the customer upon the goods leaving the STEINEL warehouse. In the case of delivery delays attributable to the customer, the benefit and risk shall transfer to the customer upon STEINEL making the delivery available.
8. The customer does not have the right to return any products that were properly delivered by STEINEL. A return of goods is only permitted in exceptional cases after a prior written agreement and statement of the reference no. of the original delivery.

9. Special and custom versions of products, third-party products (i.e. products not manufactured by STEINEL), technically superseded products, products delivered more than 6 months ago and products that have already been used or installed cannot be returned.
10. Subject to Section III. 8 of these General Terms and Conditions, the following credit notes, which must be applied to other orders placed by the customer, are issued for returned products:
 - Max. 80% of the tax-exclusive invoice value for products in original condition in sealed packaging that were delivered within the last six months;
 - Max. 70% of the tax-exclusive invoice value for products in original condition in opened packaging that were delivered within the last six months;Cash redemption or bank transfer of the credit note to the customer is excluded.

IV. Prices

1. The prices are ex works of STEINEL (Incoterms 2020 EXW), denominated in Swiss francs (CHF) or a different currency, exclusive of VAT, customs levies, shipping and insurance costs and other fees and charges. The costs for packaging, insurance, transport, installation, commissioning and service shall be borne by the customer.
2. STEINEL reserves the right to adjust the price or cancel an order if there are significant increases in delivery and/or production costs (>10%) due to reasons beyond STEINEL's control.
3. All prices stated in STEINEL's offers and price lists are non-binding and subject to change.

V. Currency parities

STEINEL reserves the right to charge all verifiable additional costs resulting from a change of the currency used in the offer or the order confirmation.

VI. Payment terms and default

1. All invoices are payable net within 30 days from the invoice date. All levies and taxes incurred outside of Switzerland in connection with the delivery and invoice shall be borne by the customer.
2. The customer will come into payment default without requiring a payment demand upon expiry of the payment period specified above and will in this case be liable for default interest at a rate of 5% p.a. The right to claim additional damages remains without prejudice.
3. If STEINEL has any doubts about the customer's willingness or ability to make payment, STEINEL may make the agreed deliveries conditional on advance cash payment or cash payment upon delivery. If the customer is in payment default, STEINEL may, without prejudice to its other statutory rights, refuse to make deliveries or render performances owed under other contracts.
4. Deliveries will only take place subject to STEINEL receiving full payment for unpaid due invoices. STEINEL reserves the right to rescind the contract after having issued an order confirmation if the customer's solvency turns out to be questionable at a later point in time, or if the customer is also in payment default for other deliveries already received by it.
5. The customer is excluded from withholding payments and from offsetting claims for payment.
6. A payment default shall render the customer liable to pay default interest at the statutory rate of 5%. The customer will also be charged processing fees for the necessary correspondence as well as for the costs of debt collection measures.

VII. Title and retention of title

1. Notwithstanding the provisions in clause X. of these General Terms and Conditions, all technical documents, testing and operational equipment as well as software programs and other intellectual property rights or know-how not provided by the customer shall remain the property of STEINEL and must not be copied or reproduced, disclosed to third parties in any way, or used to manufacture the product or components. The customer warrants that the production and delivery of products or software programs by STEINEL in accordance with the customer's instructions, templates, plans, samples etc. do not infringe against any rights of third parties and shall indemnify STEINEL with regard to such claims upon first request. If there are indications of an infringement of third-party rights, STEINEL may suspend its performance until the matter has been clarified.
2. STEINEL retains the title in all delivered goods until all claims, including disputed claims and irrespective of their legal grounds (including default interest and legal expenses), have been settled. This also applies if the customer transfers the rights to the goods intended for the customer to a third party without being authorized to do so.
3. The customer hereby declares its express consent to the respective entry of the delivered goods in the register of goods subject to retention of title kept at the debt enforcement office in charge of the customer.
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, authorized licensee of such rights of third-parties. The re-labelling, alteration or removal of affixed brand names, trademarks or other marks or designations related to the product, its components, software/firmware contained and/or in accompanying documentation without the prior written consent of STEINEL is expressly prohibited and constitutes a material breach of contract. The customer shall not contest the validity of brand names, trademarks or other designators or names of STEINEL or third parties. The customer is prohibited from adopting, using or registering, as company name, trademark or other designation of origin, any trademarks, words or marks of STEINEL or third parties that are similar enough to be confused. The customer must not remove or obscure any proprietary notices on the firmware and/or product.

VIII. Duty to inspect and notify defects, warranty

1. The customer has the duty to carefully inspect the delivered goods on quality and quantity defects promptly after their receipt and to notify STEINEL in writing within 10 days of any defects detected. The customer's failure to perform this duty shall result in the delivery being deemed accepted. If defects that were not detectable by carrying out a diligent inspection arise subsequently, a written defect notice must

be lodged immediately after their detection, otherwise the delivery shall also be deemed approved with respect to such defects.

2. STEINEL assumes a warranty of one year from the delivery date for all delivered products and their components. The warranty period is two years in cases where the delivered products are for the customer's personal use or use within the customer's family. All warranty claims against STEINEL shall be time-barred after expiry of the applicable warranty period. This also applies to defects that were not identifiable at the time of acceptance and during a careful inspection.
3. Established construction defects, production defects or defective materials will - at the sole discretion of STEINEL - be rectified free of charge by STEINEL workshops, or the product or its defective components will be replaced, provided they are shipped back to STEINEL with freight paid.
4. The warranty period for replaced or repaired parts recommences for a period of 6 months from delivery of the spare parts or completion of the repairs and exclusively entitles the customer to the aforementioned repairs and replacement.
5. Warranty claims are categorically excluded for defects afflicting products and their components caused by:
 - improper handling or treatment, storage or installation;
 - failure to observe the installation, operation and maintenance instructions;
 - excessive use/load or ordinary wear and tear; as well as
 - force majeure or external forces not provided for in the contract, or use outside of the ordinary scope of use.
6. If products or components (in particular components provided by the customer) that were not manufactured or procured by STEINEL are found to be defective, STEINEL may release itself from all warranty obligations by offering the customer the assignment of its own warranty claims against the supplier.
7. STEINEL shall be released from its warranty obligations if the agreed payment terms are not observed, or if the customer repaired or modified the delivered products, or arranged for a third-party to do so, without having obtained STEINEL's approval.
8. Any and all warranty obligations other than the performances described above are excluded, particularly including redhibition and price reduction.
9. STEINEL will not accept returns of products for which the warranty period has lapsed.

IX. Programs (software and firmware)

Notwithstanding anything to the contrary provided for in Article X hereafter, the following is agreed:

1. Definition: programs in the meaning of these General Terms and Conditions are specific computer programs and firmware for embedded systems that consist of a sequence of machine-readable instructions and that STEINEL makes available for use by the customer for the operation of a product delivered by STEINEL or the contractually specified system against payment of a contractually agreed fee.
2. Upon payment of the contractually agreed fee, the customer gains the non-exclusive and non-transferable right to use the contractually specified software/firmware exclusively for the delivered product or specified system. "Use" in the meaning of this provision means: installing and storing the software on a device in machine-readable form for execution of the instructions contained in it for the agreed purpose.
3. The intellectual property rights and usage rights associated with the software / firmware as well as the ownership of the supplied data carriers remain with STEINEL. The customer is not authorized to sell or pledge the programs, copies of programs or parts of programs, neither is the customer authorized to make them available to third parties, decompile the program code, modify it or publish it.
4. Subject to other written agreements, STEINEL will, in the meaning set out in the following, assume warranty for the delivered software / firmware conforming with the specifications described by STEINEL, provided the programs are used in accordance with the instructions set out in STEINEL's documentation.
5. The warranty period is one year from the invoice date. In the case of an error in a current program version, STEINEL will provide the customer with information about error correction, e.g. in the form of instructions for error rectification, or by providing the customer with a new program version (release). The provision of a new release will not restart the warranty period. This performance presupposes that the error can be reproduced and occurs in the last release STEINEL has delivered to the customer and that the customer provides STEINEL with all documents and information required for error rectification within the one-year warranty period.
6. STEINEL does not assume any warranty that the software / firmware can be operated in all combinations desired by the customer or with all data, components and programs provided by the customer without interruption and errors, neither does STEINEL warrant that the correction of a program error will prevent the occurrence of other errors. STEINEL does not warrant the software/firmware's non-infringement against any intellectual property rights of third parties.
7. The warranty lapses if the customer fails to observe the dialogue instructions delivered by STEINEL or if errors are attributable to an improper or prohibited installation, modification, use or utilization by the customer (including its vicarious agents, subcontractors or external service providers or other causes attributable to third parties).
8. Any and all warranty obligations other than the performances described above are excluded.

X. Third party rights

1. The customer acknowledges and agrees that STEINEL products contain a firmware that is the property of a third party and to which STEINEL has been granted a license. By distributing such products, STEINEL grants a non-exclusive, worldwide, non-transferable sublicense (without the right to grant sublicenses) to use this integrated third-party firmware to the extent this is necessary for the contractual use of the respective product in compliance with the conditions set out herein.
2. The granting of the sublicense in accordance with Section X. 1 of these General Terms and Conditions shall be subject to
 - the number of firmware sublicenses specified in the applicable contract;
 - the limitations, conditions, and restrictions associated with the applicable product model; and

- the limitations, conditions, and restrictions set forth in the contract (if any).
3. The sublicenses to a third-party firmware granted herein are limited to the customer's own use. Any use of such firmware outside of the contractually agreed scope constitutes a violation of the intellectual property of the third party and a material breach of contract.
 4. No ownership in the third-party firmware is transferred to the customer. The ownership in the firmware and all related rights to patents, copyrights, trade secrets and other intellectual property rights remain with the respective third party.
 5. The provisions of this clause X. of these General Terms and Conditions apply to each release, update or upgrade of the firmware of the respective third party provider.
 6. STEINEL has the right, after reasonable prior written notice, to inspect the premises, accounts, records and other relevant documents of the customer in order to ensure compliance with the customer's rights and obligations arising from the sublicenses and other contractually granted licenses in accordance with clause X. of these General Terms and Conditions.
 7. The customer acknowledges and agrees that, in departure from Section IX. 5 of these General Terms and Conditions, the statutory warranty with respect to defects contained in third-party firmware is expressly excluded. STEINEL hereby disclaims all legal or contractual guarantees and warranties with respect to the sublicensed third party firmware, whether express or implied, including without limitation all warranties of merchantability, non-infringement of rights and fitness for a particular purpose. Defects affecting third-party firmware will only be rectified on a voluntary basis and at STEINEL's discretion exclusively on the basis and to the extent provided for in the respective license agreement between STEINEL and the third party, and in any case for no longer than for one year from the contract conclusion date. STEINEL expressly excludes any further warranty/support.
 8. The sublicenses granted herein are subject to the validity of the underlying licenses granted to STEINEL by the respective third party. The customer thus acknowledges that in the event of the termination or expiry of the corresponding underlying licenses from the third party, for whatever reason, the sublicenses granted herein shall automatically expire and the customer immediately discontinue any use of the third party's proprietary rights and, at STEINEL's request, return or destroy all items in his possession that contain or give rise to such proprietary rights of the third party. The parties shall negotiate in good faith on how to handle the effect of a termination of a third party license on the contract with the customer and the respective product, and the customer shall cooperate with STEINEL and assist STEINEL in an appropriate manner to ensure that STEINEL can meet its obligations owed to the respective third party under the license agreement.

XI. Data privacy

1. Insofar as the parties process personal data in connection with these General Terms and Conditions, they shall comply with all applicable data protection laws and regulations, in particular the Swiss Data Protection Act.
2. The parties process personal data in connection with these General Terms and Conditions in the capacity of independent controllers and shall ensure that they have the necessary legal basis for the processing of personal data of their respective employees and, if necessary, are authorized to disclose the data to the other party.
3. The parties shall provide each other with reasonable assistance to comply with applicable data protection law. This may include agreements on additional contractual protection measures in connection with the transfer of personal data (e.g. accepted standard contractual clauses).
4. The customer shall ensure that all data subjects (e.g. employees) are informed about the disclosure of their data and the STEINEL data protection statement (available at: <https://www.steinell.de/de/datenschutz/>) before the personal data is disclosed to STEINEL.

XII. Liability, compensation of damages, customer's obligations

1. These General Terms and Conditions conclusively provide for the customer's claims stemming from delayed delivery and defects. Any further warranty obligations as well as contractual and extra-contractual liability of STEINEL for damages suffered by the customer as a result of defects or a breach of contractual or extra-contractual obligations is excluded. STEINEL is excluded from bearing liability for installation and uninstallation costs for defective equipment, shipment costs for substitute delivery, lost profits, brand and reputational damage, consequential damage, damages from delay, damage from non-performance or defective performance of contractual obligations the customer owes to its customers, third-party claims etc.
2. STEINEL shall not bear any liability for damages caused by improper handling, storage, installation or use of STEINEL products by the customer or third parties, as well as for damages caused by strikes, natural phenomena or similar force majeure events. The customer must observe information and instructions contained in accompanying documents as well as storage, installation, usage, operation and maintenance instructions associated with the products.
3. Also excluded are any and all claims for damages in connection with consultancy services and support rendered by STEINEL during the planning, development or introduction. This does not apply to performances that are the subject matter of an individual contract concluded with the customer that precisely specifies the liability to be born by STEINEL.
4. The customer undertakes to implement adequate technical and organisational measures aimed at minimizing the security risks associated with access to STEINEL's equipment via the Internet. This includes the following measures in particular:
 - The connection of automation stations with the Internet must be secured by firewalls;
 - Software updates must be installed without delay;
 - STEINEL products must not be operated with the passwords initially set as factory default.
 - The customer must select its own password at the time of commissioning, keep the new password secret and change it regularly.
5. STEINEL may from time to time recommend additional measures aimed at securing the STEINEL devices against unauthorized access to the customer. The customer acknowledges that the implementation of these kinds of security measures falls

outside of STEINEL's sphere of control and responsibility. STEINEL therefore excludes any liability for unauthorized third-party access to STEINEL devices connected with the Internet as well as any directly or indirectly caused loss of data or damage suffered by the customer.

XIII. Assignment and place of performance

1. The customer may only assign rights against STEINEL to third parties after entering into a written agreement with STEINEL.
2. The place of performance for both parties' obligations is CH-8840 Einsiedeln/ SZ or at the domicile of a subsidiary of STEINEL GmbH 33442 Herzebrock-Clarholz/ Gütersloh, Germany.

XIV. Choice of law and place of jurisdiction

1. All legal relations between STEINEL and the customer are governed by Swiss substantive law, to the exclusion of conflict of laws and international agreements, 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. STEINEL is however entitled to assert its rights at the domicile of the customer or before any other competent authority, with the above choice of law remaining in effect. The statutory place of jurisdiction of customers who use the products privately or within their family remains without prejudice.