

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. In case of a conflict between the provisions of the contract (i.e. main contract document) and these General Terms and Conditions, the provisions of the contract shall prevail.

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 for order changes or supplemental 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. Their reproduction or disclosure without the consent of STEINEL is prohibited. They must be surrendered to STEINEL upon first request.
6. STEINEL is authorized to involve third parties (and subsidiaries of STEINEL in particular) in the performance of the contract, and to assign all or part of the contractual performances 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 differently, the goods shall be deemed delivered upon making them available at STEINEL's production facility.
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 the delay lasts for longer than three months, both Parties shall have the right to rescind the order. 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. The right to claim additional damages remains without prejudice. 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 and make payment for the packaging units of the purchased materials as well as the finished products and semi-finished products resulting from them, including in cases where such course of action 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 risk shall transfer to the customer upon the goods leaving STEINEL's 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. Returned products will be settled exclusively by issuance of credit notes, which must be offset from other orders placed by the customer. The following applies:
 - 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 STEINEL's factory and denominated in Swiss Francs (CHF), occasionally also in another currency, exclusive of VAT, customs levies, shipment charges, insurance premiums and other fees. The customer shall bear the costs for packaging, insurance, transport, installation, commissioning and service.
2. 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 the customer for all demonstrable additional costs caused by changing the currency in which the offer or order confirmation is denominated.

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 doubts about the customer's solvency or willingness to make payment, STEINEL may make all agreed deliveries subject to receiving cash payment on 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 under Clause X, all technical documents, testing and operational equipment and software programs not provisioned or fully paid for by the customer remain the intellectual property of STEINEL and must not be copied, reproduced, disclosed to third parties in any way or used to manufacture products or product components. The customer guarantees that products or software programs delivered or produced by STEINEL in accordance with the customer's instructions, plans, samples etc. do not violate any third-party rights.
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 expressly consents to the registration of the delivered goods in the register of retained titles administered by the debt collection authority (Betreibungsamt) for the customer's jurisdiction.
4. STEINEL is and shall remain the owner or, as the case may be, third party's authorized licensee, to all intellectual property rights to the product, its components and included software/firmware. Re-labeling, altering or removing of any affixed brand, trademark or other mark or name with respect to the product, its components, included software/firmware or and/or in accompanying documentations without STEINEL's prior written consent, is explicitly forbidden and constitutes a material breach of the contract. If the customer acquires any benefit in any of STEINEL's or third party's brands, trademarks or other mark or name, all such benefits will automatically vest in STEINEL and/or the third party respectively and the former will take any and all actions and/or execute any documents necessary to affect such a vesting. The customer shall not contest the validity of any of STEINEL's or third party's brands, trademarks or other marks or names. The customer shall not adopt, use or register, whether as a corporate name, trademark or other indication of origin, any of STEINEL's or third party's trademarks or any word or mark confusingly similar to such third party's trademarks or marks in any jurisdiction. The customer shall not remove or efface any proprietary notices on the firmware and/or the 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 identifiable during a careful inspection are detected at a later point in time, STEINEL must be notified in writing immediately after their detection. Failure to observe this requirement shall result in the delivery being deemed accepted despite these defects.

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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 (particularly including components provisioned by the customer) that were not produced or procured by STEINEL are defective, STEINEL may be released from its warranty obligations by assigning its own warranty claims against the supplier to the customer.
 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 set forth in Clause X hereafter it 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. STEINEL retains the copyright to the software / firmware and title in the delivered data carriers. 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 that a software/firmware does not infringe any third party's property rights.
 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 extern 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's Rights**
1. The customer acknowledges and agrees that STEINEL products contain certain firmware owned by a third party and licensed by STEINEL. By selling such products, STEINEL grants a non-exclusive, worldwide, non-transferable sublicense (without the right to grant any sub-sublicenses) to use the integrated third party's firmware to the extent such use is necessary for using the respective product for its intended use in compliance with the contract and subject to the terms and conditions set forth hereunder.
 2. Granting of the sublicense under Clause X paragraph 1 is subject to:
 - the quantities of firmware sublicenses identified in the applicable contract;
 - the restrictions, conditions and limitations associated with the applicable product model; and
 - the restrictions, conditions and limitations set out in the contract (if any).
3. Sublicenses to any third party's firmware granted herein are limited to the use by the customer only. Any use of such firmware outside the scope of the contract constitutes an infringement of such third party's intellectual property and a material breach of the contract.
 4. No title to or ownership in the third party's firmware is transferred to customer. Title to such firmware, and all applicable rights in patents, copyrights, trade secrets and other intellectual property rights inherent in the firmware will remain in the respective third party.
 5. The provisions under this Clause X apply to any update or upgrade of the respective third party's firmware.
 6. STEINEL shall have the right, upon reasonable advance written notice, to inspect the customer's premises, books, records and such other relevant documents to control the customer's compliance with its rights and obligations under the sublicenses granted according to this Clause X and also the further licenses granted under the contract.
 7. In deviation to Clause IX paragraph 5, the customer acknowledges and agrees that any statutory warranty for the freedom of defects with respect to any third party's firmware is explicitly excluded. STEINEL herewith disclaims all statutory or contractual representations and warranties with regard to any third party's firmware sublicensed hereunder, whether express or implied, including, without limitation, all warranties of merchantability, non-infringement, and fitness for particular purpose. Any warranty support for third party's firmware, if any, is provided on a voluntary basis only and at STEINEL's sole discretion, and only to the extent provided for in the respective license agreement between STEINEL and the third party, and in any event not longer than during one year upon the execution date of the contract. STEINEL expressly disclaims any further warranties/support.
 8. The sublicenses granted hereunder are based and depend on the validity of the respective third party's licenses granted to STEINEL. Thus, the customer acknowledges and agrees that in case of a termination or expiration of the relevant third party's licenses, for whatsoever reason, the respective sublicenses granted hereunder shall automatically cease to exist and the customer shall immediately stop any use of the third party's property rights and, upon STEINEL's request, return or destroy any tangibles in its possession containing or incorporating any such third party's property rights. The parties will negotiate in good faith how to handle the effect of a sublicense's termination on the contract and the respective product, and the customer shall cooperate with and assist STEINEL, as reasonably requested, in such process in order to enable STEINEL to comply to its duties under the license agreement with the respective third party.
- XI. 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.
- XII. Assignment and place of performance**
1. For as long as the customer has not made full payment to STEINEL, the customer is only permitted to assign its rights against STEINEL to third parties after obtaining STEINEL's prior written agreement.
 2. The place of performance for performances rendered by STEINEL and the customer is 8840 Einsiedeln/ SZ, Switzerland or a subsidiary of STEINEL GmbH D-33442 Herzbrock-Clarholz/ Gütersloh.
- XIII. Choice of law and place of jurisdiction**
1. All legal relations between STEINEL and the customer are governed by Swiss substantive law under exclusion of international treaties in general and the United Nations Convention concerning the International Sale of Goods from 11 April 1980 in particular.

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2. The exclusive place of jurisdiction and performance for both Parties' performance is Einsiedeln, Switzerland. STEINEL is however authorized to assert its rights at the domicile of the customer or any other authority holding proper jurisdiction without prejudice to the choice of law specified herein. The statutory place of jurisdiction of customers who use the products privately or within their family remains without prejudice.