

General Terms and Conditions of Sale and Delivery

I. Scope of application

1. All our offers and other declarations are based exclusively on the following Terms and Conditions of Sale and Delivery. Special agreements and side agreements must be in writing.
2. Terms and conditions of the buyer that deviate from our General Terms and Conditions of Sale and Delivery shall be invalid even if the buyers stipulate their own terms and conditions of purchase, and we have not expressly objected to them.

II. Conclusion of a contract

1. Our offers are subject to change without notice. STEMA regards written orders as a binding offer and reserves the right to accept the offer by way of delivery or by acknowledgement of the order.
2. The possibility of prior sale remains unaffected hereby.

III. Delivery

1. As a rule, the delivery shall take place at the consignee's risk ex works, plus transport insurance and packaging, unless otherwise agreed.
2. Free delivery is subject to agreement. In this case, the transport route, the means of transport and the forwarder shall be determined by STEMA. If free delivery is agreed upon, STEMA shall be liable only for organisational fault.
3. If the transportation of the goods is delayed for a reason attributable to the purchaser, we shall be entitled to warehouse the goods at the purchaser's expense and risk and invoice the goods as delivered.
4. Dates and periods for delivery shall be valid only if they have been confirmed by STEMA in writing. The period for delivery shall be deemed adhered to if, upon expiration, the deliverable is available at the factory and ready for dispatch.
The risk shall pass to the purchaser upon the hand-over of the goods to the forwarder.
5. STEMA's delivery in the sense of this agreement shall be deemed timely in the event that the delivery is delayed due to force majeure at STEMA's own establishment or at suppliers or due to official measures. If such incidents occur, STEMA shall be entitled to deliver by the next possible date or to make a partial delivery or to rescind the contract. We shall in no event be obliged to purchase third-party replacement goods. The purchaser may rescind the contract if it has set STEMA beforehand a sufficient grace period for delivery. The grace period is 6 weeks from receipt of the letter setting STEMA a grace period. This letter must be sent by registered mail with return receipt.
6. STEMA shall be entitled to retain deliveries if the opening of bankruptcy or composition proceedings concerning the consignee's assets has been applied for, and in the event of impending insolvency that appears to jeopardise the fulfilment of the customer's obligations.

IV. Transport damage and complaints / warranties

1. The services under the guarantee shall be granted for a 24-month period from the day of the sale.
2. The buyer shall report externally visible transport damage immediately upon receipt of the goods and have such damage confirmed on the freight documents by the carrier.
3. Notwithstanding Section 2, warranties shall be subject to the respective valid warranty guidelines, accessible at: <https://www.stema.de/de/downloads.html> (Service & Forms).
4. The buyer's warranty claims shall not be limited by a guarantee.

V. Payment

1. The prices are understood to be ex works net plus the respective statutory value-added tax. Any change in the public levies imposed on the goods that arises after the price has been agreed upon shall entitle us to adjust the price accordingly. If the cost of producing the goods subsequently changes to a not insignificant extent in a way that was unforeseen when the price was agreed upon, we may demand that the price be renegotiated; if no agreement is reached, we shall be entitled, with the exclusion of damage claims, to rescind the contract.
2. Delivery shall take place on a cash-on-delivery or advance-payment basis.
3. A payment deadline shall require special written agreement in each case.
4. Payments shall be made in cash and without any deduction. Payment shall be deemed to have been made on the day when the payment is at our disposal. If a cash discount has been agreed upon, this shall be granted only if the payment is available to us in cash within the agreed period, and all older claims have already been paid.
5. We expressly reserve the right to accept bills of exchange and cheques. They shall, where applicable, be accepted only on account of payment and be deemed payment only when honoured. Bill of exchange charges shall be borne by the purchaser.
6. Where bills of exchange are accepted, no warranty for timely presentation or for timely protest shall be provided.
7. If payment deadlines are exceeded, we shall charge interest at the rate charged to us upon issuance of a loan, but at least at the rate of 2 % above the base rate of the European Central Bank.
8. The goods delivered shall remain STEMA's property until STEMA's claims against the buyer that are associated with the invoice have been fully paid. This reservation shall be asserted regardless of country-specific deviations. The client shall be entitled to onward sell only in the proper course of business. The client hereby assigns to the contractor its claims arising from onward selling. The contractor hereby accepts the assignment.
9. The buyer shall inform us without delay of any attachments or other intervention. All necessary costs expended on revocation of access and retrieval of the goods shall be borne by the buyer unless they can be collected from third parties.

VI. Default in payment

1. If the buyer default on its payment, we shall have the right to demand advance payments for still outstanding deliveries from other transactions or, with regard to the quantity still outstanding, to cancel the sale without granting a grace period.
2. In the event of default in payment, default interest at the rate of 2 % above the respective current base rate of the European Central Bank shall be paid.

VII. Copyright

1. All models designed and produced by STEMA shall be subject to copyright law. Replication and commercial distribution shall be permitted only with STEMA's express approval and subject to a fee. If the purchaser/buyer receives design documents or property or copyright documents from STEMA, it shall keep these secret; it shall be impermissible to hand them over or pass them on to third parties. The purchaser/buyer undertakes to pay a contractual penalty in the sum of EUR 50,000.-- to STEMA for every case of violation.

VIII. Place of jurisdiction and place of performance

1. The entire contractual relationship and the other business relations between the parties shall be governed by German law. Unless otherwise provided for by mandatory statutory provisions, the place of our registered office shall be the exclusive place of jurisdiction.