

## General Terms and Conditions (GTC) | Stainer Schriften & Siebdruck GmbH & Co. KG

### 1. Scope

(1) The General Terms and Conditions below apply to all business relationships between STAINER and the buyer that are concluded through the online shop. With each unreserved order, request, etc., the buyer acknowledges that the present General Terms and Conditions exclusively are authoritative.

(2) A consumer within the meaning of the provisions below is any natural person who concludes a legal transaction for a purpose that cannot be attributed to his or her commercial or independent professional activity.

### 2. Offer and contract conclusion

(1) The goods and product descriptions included in the online shop do not represent any binding offers but merely serve the purpose of submitting a binding offer by the buyer. The buyer can submit his or her purchase offer through the online ordering system (online shop).

(2) The following is to be observed during purchases through the online shop:

The goods intended to be purchased are dropped in the “shopping cart.” Through the button in the navigation bar, the buyer can call up the “shopping cart” and make modifications there anytime.

After the page “to the checkout” is called up and the personal details, type of delivery, and payment conditions are entered, all order details are displayed again in closing.

Before sending the order, the buyer has the option again to check and modify all entries or to cancel the purchase here.

By sending the order through the appropriate button, the buyer submits a binding offer to STAINER. The buyer will first receive an automatic e-mail regarding receipt of his or her order, which does not yet result in the contract conclusion. The purchase contract will not come about until a delivery confirmation is sent or the goods are delivered.

### 3. Prices and Shipping Costs

(1) The prices indicated are end prices including the statutory value added tax.

(2) The incidental shipping costs are not included in the purchase price. They are separately disclosed in the course of the ordering process and are to be borne in addition by the buyer unless free shipping is confirmed for the delivery.

## 4. Delivery Deadlines and Partial Delivery

(1) Normally, the delivery will be made within approx. 12 – 15 workdays following the order placement. In the case of the payment option “prepayment,” the goods will not be sent to the requested delivery address until the invoice amount has been received. STAINER is not obligated to perform its service until the buyer has fulfilled all his or her obligations that are required to perform the service.

(2) In the event of a delayed delivery or a non-delivery for which STAINER is responsible, the buyer has the right to withdraw from the contract with the exclusion of further claims only after he or she has first set a reasonable grace period in writing for STAINER with the statement that he or she will refuse to accept the delivery after this period, too, has expired. Claims for damages from exceeding the delivery deadline or in the event of a delayed delivery shall be excluded in any case.

(3) STAINER is entitled to partial deliveries. Deliveries of quantities that are up to 10% over or under the values in the contract for technical reasons are allowed and shall be proportionately charged at the agreed price.

(4) All packages of all tariff categories that are delivered shall be released entirely through the ARA licence number 9553 until recalled and shall not be taken back.

## 5. Transfer of Risk

With the transfer of the goods to the buyer through the assigned transport company, the risk of a coincidental loss and of coincidental degradation passes to the buyer.

## 6. Assembly

All deliveries of goods are considered to be ordered without assembly. If the buyer requests a set-up, assembly, or an exact setting, this is to be announced separately in writing in the course of placing the order, and the buyer shall bear the resulting additional costs. STAINER shall not take on any work that exceeds the scope of its business license. Electrical connections, structural changes, and other relevant measures related to the set-up are thus to be accomplished by the buyer. The assembly costs shall be billed at the standard hourly rate unless otherwise stated in a written agreement.

## 7. Delayed Acceptance

(1) If the buyer does not accept the goods upon delivery or the goods cannot be delivered to the buyer by post, STAINER is entitled to store the goods at the expense of the buyer and, after setting a reasonable grace period, to withdraw from the contract and to request compensation instead of fulfilment at its own discretion in the amount of 20% of the gross order price.

(2) The assertion of further compensation, particularly also due to storage costs that occurred and losses from resale, remains reserved.

## 8. Payment Conditions and Charge Prohibition

(1) The payment conditions can be found in the ordering process under the “Pay” button. STAINER reserves the right to exclude individual payment types. In the event that the payment type “prepayment” is selected, the buyer is informed of the bank details, and the invoice amount is to be transferred within 14 days of receiving the account information.

(2) The day of the payment shall be considered the date on which the payment is received by STAINER or the credit note is received on the account of STAINER. As long as no timely payment is received on the account of STAINER, STAINER reserves the right not to carry out the order.

(3) Incoming payments can be credited to the oldest debt by STAINER along with interest and costs unless otherwise specified by the buyer.

(4) In the event of an involuntary delayed payment of the buyer, STAINER is entitled to request default interest from banks in the amount of the usual debt interest. Furthermore, STAINER is entitled to hold back outstanding deliveries or services or to request advance payments or guarantees.

(5) If the aforementioned payment conditions are not observed or circumstances become known that according to dutiful commercial discretion are suitable to reduce the creditworthiness of the buyer, all outstanding claims against the buyer become due for payment immediately.

(6) The buyer can offset claims with claims of his or her own only if his or her counter-claim has a legal connection to his or her obligation and was acknowledged by STAINER or determined by a court.

## 9. Warranty and Liability

(1) The statutory warranty requirements apply.

(2) Special provisions for the delivery of films or records that are intended for further processing or produced by data provided:

(a) The print motifs shall be checked for correctness, size, and state and released in writing by the buyer beforehand. The buyer is also to verify the conformity of the primary and intermediate products with the contract and to clear it in writing. The risk of errors passes to the buyer once the written release is issued insofar as no errors are involved that did not occur or could not be identified before the production process following the declaration that the products were ready to be printed/produced.

(b) STAINER shall not assume any liability for the suitability of the materials provided by the buyer. STAINER is to warn the buyer only in the case of an obvious unsuitability of the materials provided; in all other cases, a compensation obligation shall be excluded.

(c) It is expressly pointed out that the end product, which is contingent on the varying production process and the material used (provided), can deviate in colour in comparison to the primary and intermediate products. Thus, colour deviations do not constitute a defect.

### **STAINER SCHRIFTEN & SIEBDRUCK GMBH & CO. KG**

Gewerbegebiet 205 / 5092 St. Martin bei Lofer / Austria / Tel.: +43 (0) 6588 8440 / office@stainer.co.at / UID Nr.: ATU 335 15906

Es gelten die allgemeinen Geschäftsbedingungen der Firma Stainer Schriften & Siebdruck GmbH & Co. KG. Zu finden in der jeweils gültigen Fassung unter [www.stainer.co.at](http://www.stainer.co.at) - Gerichtsstand: LG Salzburg, BG Zell am See / Informationspflicht lt. DSGVO: [www.stainer.co.at/datenschutz](http://www.stainer.co.at/datenschutz) / Firmenbuch: FN 28755m / Offenlegung nach § 14 HGB / Deutsche Steuernummer: 182/125/71632

(d) In the event that films and records or related contract refinements or further processing work are delivered, STAINER shall not be liable for negative impacts on the product or material to be refined or further processed unless the damage was caused deliberately or in gross negligence. In addition, liability for consequential damages (such as a negative impact on the material provided, downtimes, etc.) or any penalties shall be excluded unless the damage was caused deliberately or in gross negligence.

(e) In any case, liability for deficient storage of the products shall be excluded.

(3) STAINER shall be liable for damages only if a deliberate or grossly negligent cause can be proven within the scope of the statutory provisions; this does not apply to damages from injury to life, physical injury, or injury to health.

Liability for indirect damages, lost profit, or a positive breach of the contract shall be excluded.

## 10. Retention of Title

(1) All goods that are delivered and assembled remain the property of STAINER until the purchase price is paid in full along with interest and additional fees.

(2) The retention of title also extends to the products resulting from processing. In the event that materials are processed, combined, or mixed with other materials, STAINER shall acquire co-ownership of the resulting products according to the value-added shares. Insofar as this share is not determinable, according to the gross order value, but in the amount of 30% of the value of the resulting product in any case.

## 11. Revocation Policy

### Right of Revocation

You have the right to revoke this contract within fourteen days without indicating any reasons.

The revocation deadline is fourteen days from the day you or a third party designated by you that is not the carrier took possession of the last goods.

To exercise your right to revocation, you must inform us (Stainer Schriften & Siebdruck GmbH & Co. KG, Gewerbegebiet 205, 5092 St. Martin bei Lofer, Austria, office@stainer.co.at, telephone: +43 (0) 6588 84 40, fax: +43 (0) 6588 80 40) of your decision to revoke this contract by means of a clear statement (e.g., a letter sent by post; fax; or e-mail). For this, you can use the enclosed sample revocation form, which, however, is not required.

To keep the revocation deadline, it suffices to send the notice regarding the exertion of the right to revocation before the revocation period expires.

### Consequences of the Revocation

If you revoke this contract, we are to refund all payments that we received from you, including the delivery costs (with the exception of the additional costs resulting from you selecting a delivery type

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other than the cheapest standard delivery offered by us), without delay and within fourteen days at the latest from the day we received the notice regarding your revocation of this contract. For this refund, we will use the same means of payment that you used during the initial transaction unless something else was expressly agreed with you; in no case will you be charged any fees for this refund. We can deny the refund until the goods have been returned to us or until you have provided proof that you have sent the goods back, whichever is earlier.

You are to return or transfer the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. The deadline will be kept if you send the goods before the fourteen day-period expires. You will bear the direct costs for returning the goods. For goods that cannot be normally returned by post due to their condition, these costs are EUR 150. You only need to pay for a value loss of the goods if this value loss is due to an unnecessary handling of the goods for testing their condition, properties, and functionality.

The right to revocation does not exist with the following contracts:

- Contracts for delivery of goods that are not prefabricated and for the production of which an individual selection or determination by the consumer is authoritative or that are clearly tailored to the personal needs of the consumer.

#### Sample Revocation Form

(If you want to revoke the contract, please fill out this form and send it back.)

– To Stainer Schriften & Siebdruck GmbH & Co. KG, Gewerbegebiet 205 , 5092 St. Martin bei Lofer, office@stainer.co.at, Austria, fax: +43 (0) 6588 80 40

– I/we hereby revoke (\*) the contract concluded by me/us (\*) regarding the purchase of the following goods (\*)/the provision of the following service (\*)

– Ordered on (\*)/received on (\*)

– Name of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only for notification on paper)

– Date

(\*) Delete as appropriate.

## 12. Duplication rights, drawings, print data, samples, images, photos, and property rights of third parties

(1) Plans, sketches, samples, other technical documentation, etc. remain the exclusive intellectual property of STAINER.

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The reproduction or duplication of delivered goods or the transfer to third parties for this purpose is not permitted without written consent from STAINER.

(2) The buyer shall also be liable towards STAINER for the infringement of the property rights of third parties due to the performance of the services given in the contract and the use of the drawings, print data, samples, images, photos etc. provided by the buyer. By submitting these drawings, print data, samples, images, photos, etc., the buyer irrevocably declares that he or she has received all intellectual property rights, esp. copyrights and other rights of exploitation, and he or she will completely indemnify STAINER and hold it harmless in the event of a claim from such infringements by third parties.

### 13. Jurisdiction, applicable law, severability clauses

(1) The contract language is German. The contract text is stored at Stainer. However, the storage is only temporary, so the buyer is to arrange for a printout or separate storage him or herself.

(2) The present contract is subject to Austrian law excluding UN sales law. For consumers, this choice of law applies only to the extent that non-mandatory provisions of the law of the state of the consumer's habitual residence precede the choice of law.

(3) The exclusive place of jurisdiction for all disputes in connection with and from the contract is the competent court for the registered office of the company STAINER, thus currently the District Court of Zell am See or the Regional Court of Salzburg. If the buyer is a consumer within the meaning of the Consumer Protection Act and has his or her domicile or habitual abode in Austria or is employed domestically, the jurisdiction of the court in the district of which the domicile, habitual residence, or place of employment of the buyer is shall be deemed to be justified.

(4) In the event that individual provisions are invalid, the validity of the remaining provisions shall not be affected by this. The contracting parties are obligated to agree on a new provision that comes closest to the purpose of the invalid provision.

Status: 12/11/2018