

## General Terms and Conditions of Stampack GmbH

### § 1 General

1. The following conditions apply to all offers made by the company STAMPACK GMBH for their sales and deliveries of hardware and software as well as for services rendered. With regard to the licensed software, explicit reference is made to the provisions of the software license agreement.
2. Conflicting terms and conditions of the respective contractual partner only apply if they have been expressly acknowledged in writing by STAMPACK GMBH.

### § 2 Order confirmations

1. Unless otherwise agreed, all offers are subject to change without notice. Orders shall not be deemed accepted until they have been confirmed in writing. The obligation to supply hardware and software or services shall therefore only apply after the order has been confirmed. Verbal agreements or promises only become legally effective after written confirmation of the order.
2. The order confirmation shall be replaced by the invoices if the order is accepted and executed immediately.

### § 3 Prices

The price offers are given in Euro and are only valid for the respective STAMPACK GMBH offer. The price quotations only become legally effective upon confirmation of the order.

### § 4 Shipping

1. The dispatch of the ordered goods takes place on calculation and danger of the buyer and/or client uninsured starting from place of dispatch.
2. If the buyer or client wishes to have the ordered goods insured, the costs thereof shall be borne by him.
3. The risk shall pass to the buyer or customer upon dispatch, even in the case of agreed carriage paid delivery or insured delivery.

### § 5 Delivery periods

Delivery periods stated by STAMPACK GMBH in the order confirmation will be adhered to by STAMPACK GMBH as far as possible. Delays in delivery, which are caused by scheduling difficulties of the suppliers, force majeure, official requirements etc. or by operational disturbances or other reasons through no fault of STAMPACK GMBH, entitle STAMPACK GMBH to demand an appropriate extension. As soon as STAMPACK GMBH becomes aware of a delay in delivery, it will inform the customer in due time. This additional delay corresponds at least to the duration of the delivery difficulties, but at most two months calculated from the planned delivery date; in the absence of such from the point in time at which the buyer or customer could have expected delivery at the earliest with reasonable discretion. After expiration of the grace period, buyer or customer and STAMPACK GMBH have the right to withdraw from the contract.

## § 6 Delay

1. If the buyer or customer is in delay with the acceptance or the call of the ordered hard- and software and / or if he lets an extension of time expire, STAMPACK GMBH is entitled to withdraw from the contract and if necessary to demand compensation due to non-fulfilment.
2. In addition, STAMPACK GMBH is also entitled to the rights granted in the BGB (German Civil Code) or HGB (German Commercial Code) to the contractual part in case of default.
3. If STAMPACK GMBH is in default with its delivery obligations, the buyer or customer has to grant STAMPACK GMBH a reasonable grace period for performance. Only after expiry of this period of grace shall the buyer or client be entitled to assert a right of rescission.

## § 7 Right of retention, offsetting

1. The buyer or customer is only entitled to a right of retention of goods or objects handed over by STAMPACK GMBH or of purchase price parts on the basis of undisputed or legally enforceable counterclaims.
2. The buyer or client can only offset counterclaims if these are undisputed or legally enforceable.

## § 8 Acceptance

At the request of STAMPACK GMBH the buyer or customer is obliged to accept the hardware or software installed by STAMPACK GMBH as well as the services provided by STAMPACK GMBH. If the buyer or customer does not comply with the request for acceptance within a grace period of four weeks, the acceptance of the delivered and installed hardware and software or the rendered services is automatically considered to have taken place at the end of the grace period.

## § 9 Periods for notification of defects

The buyer or customer has to examine the goods delivered by STAMPACK GMBH as well as the goods manufactured on the basis of a contract for work and materials immediately after delivery and, if a defect appears, to inform STAMPACK GMBH in writing immediately, at the latest within eight days after receipt.

## § 10 Warranty

1. Information, drawings, illustrations, technical data, descriptions of weight, dimensions and performance contained in brochures, catalogues, circulars, advertisements or price lists are for information purposes only. STAMPACK GMBH assumes no liability for the correctness of this information. With regard to the type and scope of the delivery, only the information contained in the order confirmation is decisive.
2. With regard to the liability for defects for software delivered via STAMPACK GMBH, the conditions of the license software contract between licensee and licensor apply alone.
3. As far as there is a warranty defect, STAMPACK GMBH is liable according to the legal warranty regulations. The buyer or customer must first grant STAMPACK GMBH a reasonable period of time for subsequent performance/rework and can only assert further warranty claims after the failure of the subsequent performance.

## § 11 Limitation of liability

STAMPACK GMBH shall only be liable for damages other than those resulting from injury to life, body and health if these are based on intentional or grossly negligent actions or on culpable violation of an essential contractual obligation by STAMPACK GMBH or its vicarious agents. Any further liability for damages is excluded. The provisions of the Product Liability Act remain unaffected.

## § 12 Method of payment

1. Unless otherwise agreed in writing, payments from deliveries/services invoiced by STAMPACK GMBH are to be paid without deduction at the latest 30 days after the invoice date.
2. Cheques and bills of exchange shall not be deemed payment until they have been cashed. Discount bank bill charges shall always be borne by the buyer/client.
3. Before complete payment of due invoice amounts, STAMPACK GMBH is not obliged to make any delivery/performance under any contract with the buyer or customer.

## § 13 Retention of title

1. The delivered goods remain the property of STAMPACK GMBH until full payment of the agreed purchase price.
2. If the buyer or customer effects deliveries and services from the hardware and software delivered by STAMPACK GMBH to third parties, the buyer or customer assigns his claims from this to STAMPACK GMBH already now for the case of a seizure, a settlement or bankruptcy in the amount of the invoice value. STAMPACK GMBH accepts the assignment.
3. If goods delivered by STAMPACK GMBH are seized or confiscated by third parties at the buyer's or customer's, the buyer is obliged to inform STAMPACK GMBH immediately. In the case of omission, the buyer or customer is liable to STAMPACK GMBH for any damage caused thereby.

## § 14 Final provisions

1. Both parties to the contract may not transfer their contract law to third parties without the express written consent of the other party.
2. Changes and additions of contracts about deliveries and services of STAMPACK GMBH must be in written form to be legally effective.
3. Concluded contracts between STAMPACK GMBH and its business partners remain legally binding even in case of ineffectiveness of individual provisions in the other parts. The same applies to the aforementioned terms and conditions of delivery and sale.
4. The interpretation of the contract shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
5. Place of performance and jurisdiction for all mutual rights and obligations is the registered office of STAMPACK GMBH, as far as the buyer or customer is a merchant. This jurisdiction agreement is also valid for the judicial dunning procedure and actions on bills of exchange.