STASTO AUTOMATION KG

General Terms of Sale and Delivery

Our general terms of sale and delivery and the withdrawal information for consumers with the model withdrawal form.

CONTRACTING PARTY	STASTO Automation KG, Feldstraße 9d, 6020 Innsbruck, Austria. Telephone +43 512 52076. Email austria@stasto.eu.
TERMS AND WITHDRAWAL INFORMATION VERSION	14/10/2026

1. Scope and contractual basis

1.1 These General Terms and Conditions of Sale and Delivery apply to contracts for supplies and services of STASTO Automation KG, Feldstraße 9d, 6020 Innsbruck, Austria (STASTO), where their application is agreed when the contract is concluded. Contracting parties may be businesses or consumers. Businesses are persons for whom the transaction forms part of the operation of their business; consumers are persons for whom this is not the case. Provisions intended exclusively for businesses are identified as such. For consumers, the provisions of Section 13 apply additionally and take precedence.

1.2 Our quotations, supplies and services are provided on the basis of the agreed terms. Any different or additional terms of the contractual partner apply to the extent that STASTO has expressly agreed to their incorporation in accordance with paragraph 3. Merely carrying out an order, making a delivery or accepting payment does not, by itself, constitute agreement to such terms.

1.3 Agreement to the incorporation of different or additional terms is given by a person entitled or authorised to represent STASTO for that purpose. It may also be given by email and applies to the extent agreed in each case. Mere silence following the transmission of such terms does not constitute agreement. The statutory rules on authority to represent and protection of reliance on such authority remain unaffected.

1.4 Where these terms conflict with the contractual partner's terms and no agreement has been reached on the relevant points, those conflicts are dealt with in accordance with the statutory provisions of the applicable law.

1.5 For future transactions with the same business, the agreed version of these terms continues to apply to the extent that this has been agreed. STASTO will draw attention to changes before a further contract is concluded and make the amended version available. For consumers, the terms are agreed for the particular contract. An amended version applies only if it is agreed for the contract concerned; contracts already concluded remain unaffected. The current version is available at www.stasto.eu/generalterms.

1.6 Individual agreements between STASTO and the contractual partner take precedence over these terms. To ensure clear documentation, such agreements and any amendments or additions to a contract should be recorded in writing; email is sufficient. The precedence of valid individual agreements remains unaffected.

1.7 If a provision is invalid, the consequences for the contract and the rules replacing it are governed by the statutory provisions. No automatic replacement by a clause coming as close as possible to its economic purpose is agreed.

1.8 Contracts with other companies in the STASTO group are subject to the terms agreed with the respective company. These terms of STASTO Automation KG do not thereby apply automatically to contracts with other companies.

1.9 In dealings with businesses, the German version prevails in the event of discrepancies between that version and a translation. For consumers, the agreed language of the contract applies; mandatory statutory rules of interpretation remain unaffected.

2. Offers, orders and conclusion of contracts

2.1 Offers made by STASTO are non-binding if designated as such. Offers designated as binding may be accepted within the stated acceptance period.

2.2 Orders placed by the contractual partner constitute offers to enter into a contract. STASTO processes them without undue delay. Unless an acceptance period has been agreed, the statutory provisions determine that period. If custom manufacture or special procurement requires a longer assessment, STASTO agrees an appropriate period with the contractual partner. For consumers, the acceptance period in section 13 paragraph 2 applies.

2.3 A contract is concluded when STASTO accepts an order by issuing an order confirmation, including by email, or by delivering the goods ordered. If the order confirmation differs from the order, STASTO expressly draws attention to the differences. The differing terms are agreed only upon the contractual partner's express consent. Mere silence does not constitute consent. Individual agreements already reached take precedence.

2.4 The display of goods in the online shop is an invitation to place an order. By submitting an order, the contractual partner makes an offer. The automatic order acknowledgement confirms receipt and does not constitute acceptance unless it expressly declares acceptance. Acceptance takes place through order confirmation or dispatch of the ordered goods.

2.5 The agreed characteristics and the characteristics required by law determine the quality and other attributes of the goods. These include, in particular, the technical characteristics stated for the item ordered and the agreed specifications. Technical changes made as part of product development apply to future offers. Changes to characteristics already agreed require the contractual partner's consent.

2.6 A cost estimate states whether it is binding or non-binding. Chargeable preparatory work or additional services, in particular planning, technical selection and sizing, design work and travel, are agreed with the contractual partner before they are carried out. STASTO provides information on the scope of the services and the fee or the basis for calculating it. A fee payable irrespective of a subsequent order for goods is charged only if this has been agreed in advance.

2.7 STASTO performs agreed application-related technical advice and selection and sizing services with professional care on the basis of the operating conditions communicated to it. The contractual partner provides the information known to it that is relevant to selection and suitability, in particular concerning the medium, pressure, temperature, installation conditions, switching frequency and environment. Outstanding technical questions are clarified jointly. The contractual partner's responsibility for proper integration and use of the goods does not affect STASTO's responsibility for goods that conform to the contract or for the advisory, selection and sizing services undertaken by STASTO.

3. Prices

3.1 Prices are stated in euros. For business customers, unless otherwise agreed, they are net prices plus VAT, EXW STASTO's warehouse in Innsbruck (Incoterms 2020), including standard commercial packaging. For consumers, total prices including VAT are stated. Any additional shipping, transport or other costs are communicated to the contractual partner before the order is placed; where they cannot be calculated in advance, the basis for their calculation and the fact that they may be payable are stated.

3.2 The following applies to transactions with business customers: if the agreed delivery date is more than four months after conclusion of the contract, the price may increase or decrease in line with documented changes in the material, energy, labour, freight, customs duty or exchange-rate costs relevant to the delivery. Only the cost components actually affected are taken into account, and changes in opposite directions are offset against one another. STASTO provides a comprehensible calculation and gives notice of any adjustment in good time before delivery. Cost increases resulting from a delay for which STASTO is responsible are not passed on. If an increase exceeds 10% of the agreed price, the contractual partner may withdraw from the affected part of the contract within 14 days of receiving notice; delivery at the increased price before that period expires requires the contractual partner's consent. Individually agreed fixed prices and pricing provisions in framework agreements take precedence.

3.3 If no price has yet been agreed when an order is placed, STASTO communicates the price or a comprehensible basis for calculating it to the contractual partner for approval before the contract is concluded. Orders called off under framework agreements are subject to the pricing provisions agreed in those agreements.

3.4 A small-order surcharge is charged only if its amount and the corresponding minimum order value were stated before the order was placed and agreed with the contractual partner.

4. Delivery, delivery periods and transfer of risk

4.1 For business customers, unless otherwise agreed, delivery is EXW STASTO's warehouse in Innsbruck (Incoterms 2020). If a different delivery term has been agreed, the transfer of risk is governed by that term. Where goods are dispatched to consumers, the risk of loss or damage passes only when the goods are delivered to the consumer or to a third party designated by the consumer other than the carrier. If the consumer independently commissions a carrier without choosing an option proposed by STASTO, the risk passes upon handover to that carrier.

4.2 Where STASTO arranges shipping, it complies with agreed requirements concerning the transport route and means of transport. In the absence of such requirements, STASTO selects a shipping method appropriate to the goods and reasonable in economic terms. Additional transport insurance is arranged on request and subject to prior agreement on its cost. This does not alter responsibility for the goods before the risk passes.

4.3 Delivery dates and periods confirmed by STASTO are binding. Dates designated as estimated are provided for planning purposes. The contractual partner is informed in good time of any documents, approvals, technical clarifications and agreed advance payments required. If necessary cooperation by the contractual partner is delayed, the delivery period is extended only to the extent of the delay actually caused. STASTO informs the contractual partner without undue delay of the effects and the estimated new date.

4.4 STASTO may make partial deliveries to business customers where reasonable and invoice them separately. Partial deliveries to consumers are agreed in accordance with section 13 paragraph 5. Additional shipping costs resulting from a partial delivery initiated by STASTO are charged only if agreed in advance.

4.5 For contracts with business customers: Unforeseeable events beyond a party's reasonable control, the effects of which cannot be prevented even by appropriate precautions and reasonable measures, extend the affected performance periods by the actual duration of the impediment and any necessary and reasonable period for resuming operations. Such events may include natural events, war or prohibitions imposed by public authorities. A supplier's failure to deliver qualifies only if it results from such an event and reasonable alternative procurement is not possible. The affected party informs the other without undue delay and seeks to limit the effects. If the impediment continues for more than three months, either party may withdraw from the affected part of the contract that has not yet been performed; advance payments made for that part are refunded. Consequences of delay that have already arisen remain unaffected. Claims for damages are governed by section 10. We inform consumers promptly of any impediment; their rights described in section 13 paragraph 5 remain unaffected.

4.6 If delivery is delayed, the contractual partner may require STASTO to perform within an additional period that is reasonable in the circumstances and may withdraw from the affected contract or part of it if performance does not take place within that period. No fixed minimum length applies to the additional period. Immediate withdrawal is possible where performance is definitively refused or where timely performance is recognisably essential to the contractual partner under a transaction requiring performance at a specified time. Claims for damages are governed by section 10. Contractual penalties or lump-sum compensation for delay apply where expressly agreed.

4.7 If the contractual partner unjustifiably fails to accept a delivery that has been duly tendered, STASTO informs it of the next steps and may store the goods appropriately. Documented, necessary and reasonable additional costs are recoverable where the statutory requirements are met. Withdrawal from the contract and subsequent disposal or resale of the goods take place only when the statutory requirements are met; any required reasonable additional period is granted beforehand.

4.8 Where possible, visible transport damage and shortages should be recorded with the carrier upon receipt and reported to STASTO promptly so that claims against the carrier can be preserved. Section 9, paragraph 3 applies to business customers' duties to inspect goods and notify defects. Consumers are not subject to the commercial duties to inspect goods and notify defects. This paragraph does not restrict valid claims arising from incomplete or defective delivery or statutory rights to refuse acceptance or withhold payment.

4.9 Each party fulfils the licensing, customs and reporting obligations imposed on it by the applicable provisions. The parties coordinate the required documents and their cooperation in good time. Any additional tasks or costs assumed by either party are agreed separately; this does not transfer that party's own obligations under public law to the other party.

4.10 A formal acceptance procedure takes place where agreed or required by statutory provisions.

5. Export controls and sanctions

5.1 Both parties must comply with the foreign trade, export control and sanctions rules applicable to the particular transaction. Rules of a third country are taken into account only to the extent that they legally apply to the transaction and compliance with them does not contravene overriding law, in particular European Union law. Each party fulfils its own statutory obligations.

5.2 STASTO may request the information about the recipient, final destination and end use of the goods that is necessary and proportionate for a required check. The contractual partner must provide the correct information available to it and comply with the export and sanctions rules applicable to it when supplying the goods onward. Supply to a country or recipient is prohibited only to the extent that the particular supply is prohibited under the applicable rules.

5.3 Where concrete facts indicate a legal prohibition on supply or a licence is required, STASTO will inform the contractual partner without undue delay and may suspend the affected performance for the time necessary to conduct a reasonable check or complete the licensing procedure. STASTO will carry out its own required checks and applications without unnecessary delay and provide information about the effects on delivery. The consequences for delivery periods, withdrawal or termination of the contract are governed by the statutory provisions; no automatic exemption from the consequences of delay is agreed. If the affected supply definitively cannot legally be made, any advance payments made for it will be refunded. Claims for damages are governed by Section 10.

6. Payment terms

6.1 Unless otherwise agreed, invoices are payable without deduction within 30 days of receipt, but not before delivery of the goods or performance of the invoiced service. For payment within 14 days of receipt of the invoice, STASTO grants a 2% early-payment discount on the invoice amount. Agreed advance payments remain unaffected.

6.2 STASTO issues invoices electronically and sends them by email or through an agreed portal. Another method of transmission may be agreed.

6.3 Payments are made by bank transfer to the account stated on the invoice unless another payment method has been agreed. Each party bears the charges of its own payment service provider.

6.4 Statutory interest applies to late payments. For business customers, the rate is governed by section 456 of the Austrian Commercial Code (UGB): where the contractual partner is responsible for the delay, it is 9.2 percentage points above the base rate applicable to the relevant half-year; otherwise, it is 4% per annum. For consumers, the late-payment interest rate is 4% per annum. The fixed compensation for recovery costs under section 458 UGB is claimed only from business customers. Additional reminder, collection and legal enforcement costs are recoverable only where the statutory requirements are met and without reimbursement of the same costs twice; out-of-court recovery costs must, in particular, be necessary, appropriate for the purpose and proportionate to the claim.

6.5 In dealings with business customers, where claims are due and unpaid, STASTO may, after requesting payment within a reasonable period, withhold the affected outstanding performance or withdraw from the affected contract in accordance with the statutory provisions. If STASTO is required to perform first and the counter-performance is jeopardised by poor financial circumstances of which STASTO need not have been aware when the contract was concluded, STASTO may withhold its advance performance until payment is made or adequate security is provided. The opening of insolvency proceedings does not in itself create a contractual right to withdraw. Rights and obligations in insolvency proceedings are governed by the Austrian Insolvency Code, in particular its provisions on ongoing contracts and restrictions on contract termination.

6.6 Agreed trade discounts and bonuses are not forfeited solely because of late payment. Early-payment discounts are subject to the payment periods expressly agreed, in particular paragraph 1.

6.7 Business customers may set off counterclaims that are undisputed or established by a final court judgment, as well as counterclaims that are legally connected with STASTO's claim. Valid rights to withhold performance arising from the same contractual relationship remain unaffected. Consumers retain their statutory rights of set-off and retention.

6.8 Cancellation by mutual agreement before an order is fulfilled is arranged with STASTO. STASTO informs the contractual partner beforehand of the proposed compensation for services already performed or unavoidable procurement costs. Saved expenditure and proceeds obtainable from alternative use or resale are taken into account. This also applies to custom-made goods and goods procured specifically for the order. No lump-sum cancellation charge applies without a separate agreement. Claims arising from a culpable breach of contract are governed by the statutory provisions. Section 8 applies to voluntary returns of non-defective goods already delivered to business customers. Cancellation compensation, return charges and damages are not accumulated for the same expense or loss. This provision does not restrict statutory rights to withdraw from or cancel a contract or statutory warranty rights.

7. Retention of title

7.1 For business customers, the delivered goods remain the property of STASTO until the purchase price and the related interest and costs lawfully due have been paid in full. For consumers, the goods remain the property of STASTO until their purchase price has been paid in full. These goods are referred to below as goods subject to retention of title.

7.2 Business customers may resell goods subject to retention of title in the ordinary course of business. Pledging or transferring title to another party's property as security is not permitted. To secure the outstanding purchase-price claim for the relevant goods subject to retention of title, the business customer assigns to STASTO the receivable arising from their resale up to the amount of that purchase-price claim; STASTO accepts the assignment. The contractual partner fulfils the publicity requirements for an assignment by way of security by making a suitable entry in its accounts or notifying the purchaser and provides evidence to STASTO on request. In computerised accounting, the entry must appear both in the relevant customer account and in the corresponding list of outstanding receivables. The contractual partner remains authorised to collect the receivable until STASTO revokes that authority because the secured claim is specifically at risk. An assignment that is ineffective for lack of the required publicity does not become effective merely by virtue of this clause.

7.3 Whether retention of title continues or co-ownership arises following installation, combination, mixing or processing is determined by the applicable rules of property law. Retention of title may cease if the goods become an integral component of another item. No agreement is made that ownership continues irrespective of these requirements.

7.4 If goods still owned by STASTO are seized or otherwise subjected to third-party claims, the contractual partner informs STASTO without undue delay and draws the third party's attention to the retention of title. Liability for the costs of any necessary defence is determined by the statutory provisions.

7.5 Any claim by STASTO for surrender of goods subject to retention of title requires an appropriate legal basis, in particular effective withdrawal from the contract and its unwinding. Collection is arranged with the contractual partner or carried out on the basis of an enforceable claim. In insolvency proceedings, the statutory requirements and restrictions governing the recovery of property excluded from the insolvency estate apply. Returned goods are taken into account when settling the contract; STASTO does not obtain double satisfaction from both the goods and the purchase-price claim.

7.6 For deliveries abroad, special requirements may apply to retention of title or a comparable security right. Any necessary cooperation and associated costs are agreed between STASTO and the contractual partner before delivery.

8. Voluntary returns of non-defective goods by business customers

8.1 This section governs voluntary returns of non-defective goods by business customers. They must be agreed with STASTO before the goods are returned; email is sufficient. In principle, returns may be accepted for unused, undamaged goods in their original packaging sent back within 30 days of delivery. Different conditions may be agreed in individual cases.

8.2 Any handling and restocking charge is agreed with the contractual partner before the goods are returned. It does not exceed the documented, reasonable costs incurred and in any event is capped at 20% of the net value of the goods returned. No minimum charge applies. The basis for calculating the charge and its upper limit are communicated before the return is agreed. Unless otherwise agreed, the business customer bears the costs and risk of the voluntary return shipment. No additional charge under section 6, paragraph 8 is made for the same expense or loss.

8.3 Custom-made goods, goods configured or cut to length to customer specifications, goods with broken seals and items no longer in the current product range are accepted as voluntary returns only under a separate agreement. Returns made in exercise of statutory withdrawal, cancellation or warranty rights do not fall under this section and are not subject to charges under paragraph 2.

9. Liability for defects

9.1 The period of liability for defects is 36 months from delivery of the goods. For repaired or replacement goods, the commencement and running of this period are governed by the statutory provisions; any new period commencing under those provisions is also 36 months.

9.2 STASTO is liable for defects present when the goods are delivered. The statutory provisions govern proof and any presumption that a defect was present upon delivery.

9.3 Where Section 377 of the Austrian Commercial Code (UGB) applies to the transaction, the contractual partner must inspect the goods after delivery in the ordinary course of business and notify any apparent defects or shortages within a reasonable period. Hidden defects must be notified within a reasonable period after their discovery. A description of the defect by email facilitates processing. The consequences of failing to give notice or giving late notice are governed by the statutory provisions. To the extent necessary and reasonable to prevent further damage, the contractual partner must suspend processing or using the affected goods until the matter has been clarified.

9.4 Where a claim for a defect is justified, the contractual partner has the statutory rights to repair, replacement, price reduction or termination of the contract. Initially, it may choose between repair and replacement in accordance with the statutory provisions, unless the statutory conditions for an immediate price reduction or termination are met, particularly where a defect is sufficiently serious. STASTO will provide the remedy within a reasonable period and without significant inconvenience to the contractual partner. If a remedy is impossible or disproportionate, is refused, fails, is not provided in time or cannot reasonably be required, any further claims are likewise governed by the statutory provisions. The contract cannot be terminated for a merely minor defect. Replaced parts must be returned to STASTO at its expense if STASTO requests their return.

9.5 STASTO bears the costs necessary for the repair or replacement owed under the statutory provisions. These include the transport, labour and material costs to be borne by law, as well as removal and installation costs where applicable. The parties will agree on how and where the remedy is to be provided, taking into account the agreed use of the goods or the use evidently contemplated. If a complaint proves unjustified, inspection costs will only be charged if the contractual partner expressly commissioned a chargeable inspection after having been informed of the costs; statutory claims for damages remain unaffected.

9.6 Normal wear and tear resulting from use does not give rise to a claim for a defect. This also applies to the ordinary consumption of consumable and wear parts, in particular seals, diaphragms, filter elements, rubber components and light sources. Initial material, manufacturing or other defects in such parts remain covered by liability for defects. STASTO is not liable under these provisions for defects to the extent that they arose only after delivery as a result of improper storage, installation, commissioning or operation, failure to observe the operating instructions or agreed operating limits, unsuitable operating materials, excessive use or interventions by third parties. STASTO's responsibility for its own work, defective instructions or incorrect advice remains unaffected.

9.7 Liability for defects under this section also applies to used goods, unless a legally permissible different arrangement is expressly agreed for the particular transaction. In the case of modifications or conversions to goods not supplied by STASTO, STASTO is liable for defects in its own work and in parts supplied by it. STASTO does not assume liability for pre-existing defects in goods supplied by others; statutory duties to inspect and warn remain unaffected.

9.8 The contractual partner's statutory rights of recourse, in particular under Section 933b of the Austrian Civil Code (ABGB), remain unaffected. STASTO will bear expenditure arising exclusively from additional voluntary undertakings given by the contractual partner to its customers beyond its statutory obligations only if separately agreed. Such additional undertakings do not restrict any existing statutory right of recourse.

10. Liability

10.1 STASTO is liable in accordance with the statutory provisions for damage that STASTO causes intentionally or through gross negligence. For consumers, only section 13.8 applies.

10.2 STASTO is also liable for slight negligence for injury to life, body or health. Liability under the Austrian Product Liability Act (PHG) remains unaffected.

10.3 Towards businesses, liability for property damage and financial loss caused by slight negligence is excluded, in particular for consequential damage, loss of profit, loss of production, business interruption, loss of data, loss of interest, removal and installation costs outside the warranty and damage arising from claims of third parties.

10.4 Towards businesses, the injured party must prove intent or gross negligence. Contributory fault and the duty to mitigate damage are taken into account in accordance with the statutory provisions.

10.5 Claims for damages by businesses must be asserted in court within twelve months of knowledge of the damage and of the party liable, failing which they lapse. The statutory periods apply to personal injury and to claims under the Product Liability Act.

10.6 STASTO provides application-related technical advice and design services with the necessary professional care on the basis of the operating conditions communicated. Towards businesses, they are binding only insofar as they have been agreed or confirmed in writing; email is sufficient. The contracting party provides the information required for the application completely and correctly, checks the suitability of the goods for its specific application and is responsible for the integration into its machinery or plant. Statutory duties to examine, warn and inform remain unaffected.

11. Product liability, product safety and onward supply

11.1 Liability under the Austrian Product Liability Act (PHG) and statutory rights of recourse, in particular under Section 12 PHG, remain unaffected. Where several parties are responsible, responsibility is allocated in accordance with the statutory provisions, taking into account each party's causal contribution and fault.

11.2 The contractual partner must observe the product information, data sheets, operating instructions and safety information relevant to the intended use. It must retain these for use of the goods and pass them on in full to its customers when supplying the goods onward. STASTO permits the reproduction and onward transmission of the documents provided to the extent required for this purpose in accordance with Section 12(1).

11.3 To the extent that the contractual partner incorporates components into machinery or plant or places that machinery or plant on the market as a manufacturer or integrator, it must fulfil the statutory obligations arising from that role, in particular those concerning risk assessment, conformity and marking of the complete machinery or plant. STASTO's own statutory obligations as manufacturer, importer or distributor of the products supplied remain unaffected.

11.4 Both parties must fulfil the statutory obligations concerning traceability and retention of product information applicable to their respective roles. They must inform each other without undue delay of any safety-relevant product defects that become known and cooperate in recalls and other safety measures to the extent necessary and reasonable. For such measures, they must make the necessary available information about products and customers accessible to each other to the extent legally permissible. Costs are allocated according to the parties' statutory responsibility.

11.5 The contractual partner must compensate STASTO for damage and necessary costs arising from justified third-party claims to the extent caused by a culpable breach of duty by the contractual partner, in particular through improper use, faulty integration, unauthorised modifications or failure to pass on necessary safety information. Any causal contribution or fault on the part of STASTO is taken into account in accordance with the statutory provisions. STASTO will inform the contractual partner of such claims without undue delay and allow it reasonable participation in their examination and defence. Acknowledgements or settlements at the contractual partner's expense require its consent, unless statutory obligations or urgent measures to limit damage require otherwise.

12. Documents, intellectual property rights and confidentiality

12.1 Rights in quotations, drawings, designs, calculations, data sheets and other documents remain with STASTO or the respective rights holder. The contractual partner may use and reproduce the documents required to assess a quotation or for the contractual use, integration, maintenance or resale of the goods for those purposes, and may pass them on to persons involved in those activities and to its customers. This applies in particular to product data sheets, operating instructions and safety information. Project and design documents marked as confidential or recognisably confidential from their content may be disclosed beyond that scope only with the consent of the entitled party. Statutory disclosure and retention obligations remain unaffected.

12.2 Where STASTO supplies goods in accordance with drawings, samples or other binding specifications provided by the contractual partner, that party is responsible for being entitled to provide and

use those specifications as required by the contract. It must compensate STASTO for damage and necessary costs arising from justified third-party claims for infringement of intellectual property rights to the extent caused by a culpable breach of that duty. Any shared responsibility of STASTO and statutory duties to inspect and warn remain unaffected. Section 11(5) applies accordingly to notification of claims and participation in their defence.

12.3 Unless otherwise agreed, tools, moulds and fixtures provided by STASTO remain its property. Where the contractual partner makes a separate contribution towards their costs, ownership, rights of use and any obligation to hand them over will be specified in the quotation or in a separate agreement before the order is placed. Existing ownership rights of the contractual partner remain unaffected.

12.4 Both parties must treat the other party's non-public commercial and technical information as confidential to the extent that it is marked as confidential or its confidential nature is apparent from its content or the circumstances. Disclosure to employees, appointed service providers or advisers subject to professional duties of confidentiality is permitted to the extent required to negotiate or perform the contract, provided confidentiality is appropriately safeguarded. The duty of confidentiality does not apply to information that is or becomes public without a breach of duty, was demonstrably already lawfully known, was lawfully obtained from a third party or was developed independently. Disclosures required by law remain permissible.

12.5 Use of STASTO's trademarks and logos for the contractual partner's own advertising or corporate presentation requires STASTO's prior consent; email is sufficient. Factual identification and advertising of lawfully distributed original products to the extent permitted by law, and the unchanged onward transmission of product documents authorised under paragraph 1, remain unaffected.

13. Special provisions for consumers

13.1 The following additional provisions apply to contracts with consumers within the meaning of the Austrian Consumer Protection Act (KSchG). Provisions in the other sections that are expressly restricted to business customers do not apply to consumers. Where provisions within these Terms and Conditions differ, the provisions of this section take precedence. Individually agreed arrangements take precedence. Your contractual partner is STASTO Automation KG, Feldstraße 9d, 6020 Innsbruck, Austria, telephone +43 512 52076, email austria@stasto.eu.

13.2 The presentation of goods in the online shop is an invitation to place an order. By submitting an order that entails an obligation to pay, you make an offer to enter into a contract. A contract is concluded when we expressly confirm acceptance of your order or dispatch the goods. An automatically sent order receipt acknowledgement initially confirms only receipt of your order, unless it also expressly declares acceptance. We may accept your offer within five calendar days; after that, you are no longer bound by it. Any deviation from your order requires your express consent. Your silence does not constitute consent. You may accept an offer expressly designated as binding by STASTO within the period stated in that offer.

13.3 The product characteristics and total prices, including VAT, communicated before the contract is concluded apply. Shipping charges and other additional costs are shown before you place your order. We do not unilaterally increase the agreed price after the contract has been concluded. Chargeable planning, technical sizing, advice or preparation of a chargeable cost estimate requires that you have been informed in advance of the costs or how they are calculated and have commissioned the service.

13.4 The payment terms agreed before the contract is concluded apply. Unless otherwise agreed, an invoice is payable without deduction within 30 days of receipt, but not before the goods have been delivered or the invoiced service has been performed; if you pay within 14 days of receipt, you may deduct a 2% cash discount. Agreed advance payments remain unaffected. For a bank transfer, giving the transfer instruction on the due date is sufficient for payment to be made on time. In the event of late payment, default interest is 4% per year. Additional reminder and recovery costs are payable only where the statutory requirements are met, in particular only insofar as they are necessary, appropriate for recovering the debt and proportionate to the amount owed. Consumers are not charged the fixed business debt recovery sum under section 458 of the Austrian Commercial Code (UGB). Your statutory rights of set-off and withholding remain available.

13.5 We deliver within the period agreed before the contract is concluded. Unless a different period has been agreed, we deliver without undue delay and no later than 30 days after conclusion of the contract. If delivery is delayed, you may request delivery within an additional period appropriate to the circumstances and withdraw from the contract if that period expires without delivery. You may withdraw immediately where timely performance is essential or there is a clear, final refusal to perform. You do not have to give an advance warning of withdrawal when setting the additional period. We agree any partial deliveries or substitute deliveries with you; we bear any additional costs they cause unless a different arrangement was expressly agreed in advance.

13.6 When goods are shipped, we bear the risk of loss or damage until the goods have been delivered to you or to a third party designated by you who is not the carrier. If you enter into a transport contract yourself without using a transport option suggested by us, the risk passes when the goods are handed to that carrier. Please report any visible transport damage as soon as possible; failure to report it, or a delayed report, does not restrict your statutory rights. The goods remain our property until their purchase price has been paid in full.

13.7 For goods, you have the statutory rights in respect of defects under the Austrian Consumer Warranty Act (VGG). For other services, the relevant statutory warranty provisions apply. The 36-month warranty period promised in section 9(1) also applies to consumers and begins when the goods are handed over. This does not restrict statutory extensions or the separate period for bringing claims in court. In the event of a defect, you may initially choose between repair and replacement, provided that the remedy chosen is possible and does not involve disproportionate costs compared with the other remedy. The remedy will be provided within a reasonable time, free of charge and without significant inconvenience. Where the statutory requirements are met, you may instead reduce the price or terminate the contract; termination is not available for a minor defect. The statutory rules on the burden of proof, removal and installation costs, and transport costs remain fully applicable. These Terms and Conditions do not shorten the statutory warranty for used goods. Normal wear and tear is not a defect; statutory rights remain available for wear parts where a material or manufacturing defect was already present when the goods were handed over. Separate guarantees and more extensive commitments continue to apply in addition.

13.8 STASTO is liable in accordance with the statutory provisions. For consumers, these Terms and Conditions introduce no additional exclusion of liability, monetary liability cap or reduction of statutory claim periods. This also applies to advice, product information, personal injury, consequential loss and claims under the Austrian Product Liability Act.

13.9 For distance contracts and contracts concluded away from our business premises, you generally have a statutory right of withdrawal lasting 14 days. The full withdrawal instructions and model withdrawal form are available at www.stasto.eu/widerruf. For goods, the period begins upon receipt; for a single order delivered in separate deliveries, it begins upon receipt of the last item, and for goods delivered in several lots or pieces, upon receipt of the last lot or piece. For agreed regular deliveries of goods, the period begins upon receipt of the first item. For services, it begins when the contract is concluded. Failure to provide withdrawal information, or failure to provide it correctly, has the statutory consequences for the withdrawal period.

13.10 Under section 18(1)(3) of the Austrian Distance and Off-Premises Contracts Act (FAGG), there is no right of withdrawal for goods that are not prefabricated and are made on the basis of your determining individual choice or specification, or for goods clearly tailored to your personal requirements. Merely procuring a standard item, selecting a standard product variant or opening ordinary packaging does not in itself exclude the right of withdrawal. For services, the right of withdrawal expires before the end of the withdrawal period only where the statutory requirements are met after the service has been fully performed, in particular on the basis of your prior express consent to early commencement and your acknowledgement that you will lose the right of withdrawal upon full performance.

13.11 Exercising statutory withdrawal or warranty rights does not require prior return authorisation. No handling, restocking or cancellation fee is charged for exercising those rights. For statutory withdrawal, return costs and any diminished value are governed by the withdrawal instructions and the statutory provisions. Original packaging is not a prerequisite for your statutory rights. We may agree a voluntary return with you separately outside these rights.

13.12 Austrian law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Where the conditions of Article 6 of the Rome I Regulation are met, this choice of law does not deprive you of the protection afforded by the mandatory provisions of the country in which you have your habitual residence. Jurisdiction is governed by the statutory rules; consumers do not agree to exclusive jurisdiction in Innsbruck.

14. Data protection

14.1 STASTO processes personal data in connection with entering into and performing contracts in accordance with the applicable data protection laws. Information about the handling of personal data and the rights of data subjects is available in the privacy policy at www.stasto.eu/privacy-policy.

14.2 Processing beyond what is required to perform the contract takes place only on an appropriate legal basis or on the basis of separately given consent. Agreement to these terms does not constitute any additional consent under data protection law.

15. Applicable law and jurisdiction

15.1 Austrian law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods. For consumers, this choice of law applies only to the extent that it does not deprive them of the protection afforded by mandatory provisions of the law of the country in which they have their habitual residence, where the statutory conditions apply, in particular under Article 6 of the Rome I Regulation.

15.2 For disputes with businesses, the court with subject-matter jurisdiction for STASTO's registered office in Innsbruck is agreed, to the extent that such an agreement on jurisdiction is permissible. For consumers, only the statutory rules of jurisdiction apply; no exclusive jurisdiction in Innsbruck is agreed.

15.3 The place of performance is determined by the agreed performance and delivery term and by the statutory provisions. Consumers' statutory rights are not restricted by an agreement on the place of performance.

Partnership. With Guarantee.

Withdrawal instructions for consumers

These instructions apply to contracts with STASTO Automation KG that you conclude as a consumer at a distance or away from our business premises. The German terms “Rücktritt” and “Widerruf” refer here to the same statutory right of withdrawal.

Right of withdrawal for purchases of goods

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period expires fourteen days after the day on which you, or a third party designated by you who is not the carrier, acquire physical possession of the goods. If you ordered several items in a single order and they are delivered separately, the period begins upon receipt of the last item. For goods delivered in several lots or pieces, the period begins upon receipt of the last lot or piece. For a contract for regular delivery of goods during a defined period, the period begins upon receipt of the first item.

To exercise your right of withdrawal, you must inform us — STASTO Automation KG, Feldstraße 9d, 6020 Innsbruck, Austria, telephone +43 512 52076, email austria@stasto.eu — of your decision to withdraw from this contract by an unequivocal statement, for example a letter sent by post or an email. You may use the model withdrawal form below, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal for purchases of goods

If you withdraw from this contract, we will reimburse all payments received from you, including delivery charges — except for the supplementary costs arising if you chose a type of delivery other than the least expensive standard delivery offered by us — without undue delay and no later than fourteen days after the day on which we are informed of your decision to withdraw from this contract. We will make the reimbursement using the same means of payment that you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent the goods back, whichever is earlier.

You must send back or hand over the goods to STASTO Automation KG, Feldstraße 9d, 6020 Innsbruck, Austria, without undue delay and in any event no later than fourteen days after the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the fourteen-day period has expired.

You bear the direct cost of returning goods that can normally be returned by post. For goods that, by their nature, cannot normally be returned by post, you bear return costs only if we informed you, before you placed your order, of this obligation and the amount of the costs or a reasonable estimate of their maximum amount. Otherwise, we bear those costs. If, when an off-premises contract was concluded, we delivered goods to your home that cannot normally be returned by post, we will collect those goods at our own expense.

You are liable for any diminished value of the goods only if it results from handling beyond what is necessary to establish their nature, characteristics and functioning. We do not charge a handling, restocking or cancellation fee for a statutory withdrawal. Prior authorisation and original packaging are not required.

Services

For a service contract, the withdrawal period is fourteen days from conclusion of the contract. The information above concerning the declaration of withdrawal and reimbursement applies accordingly; the rules on returning goods do not apply to contracts solely for services.

If you expressly requested that the service begin during the withdrawal period and were properly informed of the statutory consequences, you must pay us a reasonable amount if you withdraw. This corresponds to the proportion of the services already provided up to the time you inform us of your withdrawal, compared with the full scope of the services provided for in the contract.

For a paid service, the right of withdrawal expires early only after the service has been fully performed, provided you previously expressly consented to performance beginning before the withdrawal period expired and acknowledged that you would lose your right of withdrawal upon full performance of the contract. You will receive any confirmations required by law on a durable medium.

Exception for individually manufactured goods

There is no right of withdrawal for goods that are not prefabricated and for whose manufacture your individual choice or specification is decisive, or for goods clearly tailored to your personal requirements. Merely procuring a standard item, selecting a standard product variant or opening ordinary packaging does not remove the right of withdrawal.

Submit your withdrawal online

You can also submit your withdrawal online at www.stasto.eu/en/widerruf/erklaeren. Select “Withdraw from contract”, enter your name, information identifying your contract and your email address for the acknowledgement of receipt. Check your details and submit your declaration using “Confirm withdrawal”. You will promptly receive an email acknowledgement containing your declaration and the date and time it was received. Your other options for declaring withdrawal remain available.

Withdraw from contract

Model withdrawal form

If you wish to withdraw from the contract, you may complete and return this form. Use of the form is optional.

To STASTO Automation KG, Feldstraße 9d, 6020 Innsbruck, Austria, email austria@stasto.eu:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following service (*):

_____

Ordered on (*) / received on (*): _____

Name of consumer(s): _____

Address of consumer(s): _____

_____

Signature of consumer(s) — only if this form is notified on paper:

_____

Date: _____

(*) Delete as appropriate.