



## General Terms and Conditions of Sale of STAEDTLER SE

- Business Unit Promotional Products -  
Version 9.1/01.2024

### 1. General

These General Terms and Conditions of Sale (hereinafter referred to as "T&C") of **STAEDTLER SE, Business Unit Promotional Products, Moosaeckerstrasse 3, 90427 Nuremberg, Germany** (hereinafter referred to as "STAEDTLER") apply to all business relations with the Customer as an entrepreneur, i.e. a natural or legal person who acquires the goods or services for commercial or professional use, a legal entity under public law or a special fund under public law.

These T&C apply exclusively. Any deviating, contrary or supplementary terms and conditions of the Customer only become part of the contract if and to the extent that STAEDTLER has expressly agreed to their application. In particular, STAEDTLER's non-reaction with regard to the Customer's terms and conditions is not deemed to constitute acceptance or consent, even in the case of future contracts. These T&C apply in place of any Customer's terms and conditions even if, according to such terms and conditions, the acceptance of the order is deemed to be an unconditional acceptance of Customer's terms and conditions, or STAEDTLER delivers after having been informed by the Customer of the applicability of its terms and conditions, unless STAEDTLER has expressly waived the applicability of these T&C. The exclusion of the Customer's terms and conditions also applies if the Customer's terms and conditions do not contain a separate provision on individual points of regulation. By accepting STAEDTLER's order confirmation, the Customer expressly acknowledges that it waives its legal objection derived from its terms and conditions.

Individual agreements made with the Customer in individual cases (including side agreements, supplements and amendments) take in any case precedence over these T&C. Subject to proof to the contrary, a written contract or STAEDTLER's written confirmation is decisive for the content of such agreements.

Legally relevant declarations and notifications with regard to contracts (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, email, fax, electronic signature). Statutory formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.

References to the applicability of statutory provisions have only clarifying meaning. Even without such clarification, the statutory provisions apply insofar as they are not directly amended or expressly excluded in these T&C.

Insofar as the Customer contacts STAEDTLER via [www.staedtler-promotional.com](http://www.staedtler-promotional.com), it is agreed in accordance with Section 312i para. 2 clause 2 German Civil Code (BGB) that



the Customer waives the fulfilment of the duty to provide information in electronic business transactions in accordance with Section 312i para. 1 nos. 1 - 3 German Civil Code (BGB).

## 2. Offers, Acceptance

STAEDTLER's offers are indicative and non-binding, unless they are expressly marked as binding or expressly contain binding commitments or the binding nature has otherwise been expressly agreed. They are invitations to place orders.

The Customer is bound by its placed order as a binding offer to enter into a contract for 14 calendar days after STAEDTLER has received the order, unless the Customer also regularly expects STAEDTLER to accept the order at a later date (Section 147 German Civil Code (BGB)). This also applies to subsequent orders placed by the Customer.

Unless otherwise expressly agreed, a contract is concluded upon STAEDTLER's written confirmation of the order or upon delivery of the ordered goods to the Customer within the binding period mentioned above.

If the Customer's order quantity does not correspond to the minimum order quantity specified in the price list, STAEDTLER is entitled to execute the Customer's order at the next available minimum order quantity in accordance with the price list. If a Customer's order quantity deviates from STAEDTLER's packaging units specified in the price list, STAEDTLER is also entitled to execute the order to the next higher packaging unit in accordance with the price list.

## 3. Scope of Performance, Procurement Risk and Guarantees

Unless otherwise expressly agreed, STAEDTLER is only obliged to deliver the ordered goods and/or services as marketable and admissible in the Federal Republic of Germany.

STAEDTLER is solely obliged to deliver from its own stock of goods (stock debt). The assumption of a procurement risk or a procurement guarantee is not solely in STAEDTLER's obligation to deliver a good that is only determined by its type. STAEDTLER shall only assume a procurement risk within the meaning of Section 276 German Civil Code (BGB) by a separate written agreement using the phrase "*we assume the procurement risk...*".

STAEDTLER's information on goods or services (e.g. specifications, weights, dimensions, utility values, capacity, tolerances, technical data, modes of operation) as well as representations thereof (e.g. drawings and illustrations) shall not be binding, unless such information has been expressly designated by STAEDTLER as binding or has been expressly agreed as a quality or the use presupposed under the contract or the customary purpose require exact conformity with such information.

Unless otherwise expressly agreed, STAEDTLER shall also not warrant that its goods and/or services are suitable for the purpose pursued by the Customer.

STAEDTLER shall only be deemed to have given a guarantee if it has designated a specification and/or a result of performance as "*legally guaranteed*" in writing.



STAEDTLER shall be entitled to make excess or short deliveries of up to 10% of the agreed delivery quantity for technical reasons and without changing the agreed price.

STAEDTLER is further entitled to deliver goods and/or services with commercially customary deviations in quality, dimensions, weight, colour and/or specifications. Deviations occurring due to legal requirements or representing technical improvements as well as the urgently operationally necessary replacement of components by equivalent parts shall also be permissible, provided that no deterioration in terms of quality and usability for the usual purpose and for the purpose assumed under the contract is brought about and no expressly agreed condition requires an exact conformity. Such goods and/or services are considered contractually compliant.

#### **4. Instructions and/or Provisions of the Customer**

STAEDTLER is not responsible for checking materials and/or components and/or information provided by the Customer and/or for instructions for production and labelling (packaging, trademarks, logos or other product identification etc.) by the Customer in relation to goods and services. The Customer bears the risk of incorrect and/or infringing instructions and/or provisions. Defects due to instructions and/or provisions made by the Customer do not constitute defects for which STAEDTLER is liable.

The Customer indemnifies STAEDTLER against any and all claims for damages and expenses, including legal fees, arising in connection with such instructions and/or provisions. Section 254 German Civil Code (BGB) (contributory negligence) remains unaffected.

In this case, STAEDTLER is further entitled to suspend the performance of the existing contracts until the matter has been clarified. The Customer may not derive any claims from this. Further claims for damages by STAEDTLER remain unaffected.

The Customer allows STAEDTLER to make copies of its documents provided and to keep these as well as reference samples.

Stamping and embossing tools, clichés and films shall be stored at STAEDTLER for 3 years - calculated from the date of invoicing of the order. After expiry of the 3 years, these and also digital data STAEDTLER receives from the Customer shall be destroyed or deleted without the Customer's consent being required.

#### **5. Delivery and Transfer of Risk**

Delivery is made EXW Nuremberg, Germany (EXW, Incoterms 2020). At Customer's request and expense, STAEDTLER shall ship the goods to another destination (sales shipment). STAEDTLER determines the type of shipment (in particular, transport company, shipping route, packaging, delivery) at its reasonable discretion.

In the case of goods to be delivered at STAEDTLER's premises (EXW, Incoterms 2020), the risk of damage to or loss of the goods pass to the Customer at the time when STAEDTLER notifies the Customer that the goods are available for collection. But in the case of an agreed sale by delivery to a place other than the place of performance (sales



shipment) at the time of handover of the goods to the forwarder, the carrier or any other person or institution designated to carry out the shipment, but no later than when the goods leave STAEDTLER's branch office, factory or warehouse, unless obligation must be performed at Customer's premises has been agreed. In the case of an agreed delivery obligation at Customer's premises, the risk shall pass to the Customer upon delivery to the agreed location.

As far as an acceptance has been agreed upon, this is decisive for the transfer of risk. If the Customer is in default of acceptance of delivery, this is equivalent to delivery.

Subsequent orders are considered as separate orders, even if these subsequent orders refer to bigger orders in process.

If possible, STAEDTLER shall deliver the ordered goods in one shipment. However, STAEDTLER is entitled to make partial deliveries if

- the partial delivery is usable for the Customer within the scope of the contractual intended purpose,
- the delivery of the remaining ordered goods is ensured and
- the Customer does not incur any significant additional expenses or costs as a result (unless STAEDTLER agrees to bear such costs).

## **6. Delivery Periods, Force Majeure, Reservation of Self-Supply**

Binding delivery dates and deadlines must expressly be agreed in writing. In the case of non-binding or approximate (approx., about, etc.) delivery dates and deadlines, STAEDTLER shall use its best endeavours to comply with them.

STAEDTLER's default in delivery is determined in accordance with the statutory provisions. In any case, the Customer must first set STAEDTLER a reasonable grace period of at least - unless unreasonable - 14 days for performance. If this period expires without success, the Customer is only entitled to claim damages for breach of duty - for whatever reason - in accordance with the provisions of clause 10.

If, for reasons STAEDTLER is not responsible for, STAEDTLER does not receive deliveries or services from its suppliers for the performance of its contractual delivery or service despite proper and sufficient coverage prior to the conclusion of the contract with the Customer in accordance with the quantity and quality under the delivery or service agreement between STAEDTLER and the Customer (congruent coverage), or if such deliveries or services are not received properly or on time, or if events of force majeure of a not inconsiderable duration (i.e. lasting longer than 14 calendar days) occur, STAEDTLER shall inform the Customer thereof in writing or in text form in due time. In this case, STAEDTLER is entitled to postpone the delivery or service for the duration of the impediment or to withdraw from the contract in whole or in part with regard to the part of the contract that has not yet been fulfilled, provided STAEDTLER has complied with the aforementioned duty to inform and has not assumed the procurement risk pursuant to Section 276 German Civil Code (BGB) or a delivery or performance guarantee. The following is deemed to be equivalent to force majeure: war, pandemic, epidemic, strike, riots, mass protests, lockout, shortage of labour, official intervention, shortage of energy



and raw materials, transport bottlenecks or obstacles for which STAEDTLER is not responsible, operational hindrances for which STAEDTLER is not responsible, e.g. due to fire, water and machine damage, and all other hindrances which, viewed objectively, STAEDTLER is not responsible for. Further claims of the Customer, in particular claims for damages or reimbursement of expenses or penalties, are excluded in this case.

If a delivery and/or performance date or a delivery and/or performance period has been bindingly agreed and if the agreed delivery date or the agreed delivery period is exceeded due to events in accordance with the preceding paragraph, the Customer shall be entitled to withdraw from the contract on account of the part not yet fulfilled after the unsuccessful expiry of a reasonable grace period, at least - unless unreasonable - 30 calendar days. Further claims of the Customer, in particular claims for damages or reimbursement of expenses or penalties, are excluded in this case.

STAEDTLER's statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), and clause 10 remain unaffected.

## **7. Prices, Terms of Payment**

Unless otherwise expressly agreed, STAEDTLER's current prices at the time of conclusion of the contract apply, EXW Nuremberg, Germany (EXW, Incoterms 2020), plus statutory VAT.

In the case of a sale by delivery to a place other than the place of performance (sales shipment), the Customer must bear the transport costs EXW Nuremberg, Germany (EXW, Incoterms 2020) and the costs of any transport insurance requested by the Customer. Any customs duties, fees, taxes and other public charges must be borne by the Customer.

In the case of goods to be delivered at STAEDTLER's premises, the price shall become due for payment upon receipt of the notification that the goods are available for collection. But in the case of an agreed sale by delivery to a place other than the place of performance (sales shipment), upon handover to the carrier, unless obligation must be performed at the Customer's premises has been agreed, in the case of an agreed obligation at the Customer's premises, upon delivery to the agreed location. The deduction of discounts and rebates requires a separate written agreement.

Upon expiry of the aforementioned payment deadline, the Customer is in default. During the period of default, interest is charged on the price at the statutory default interest rate applicable from time to time. STAEDTLER reserves the right to claim further damages for default. Section 353 Commercial Code (HGB) remains unaffected.

In the case of payments via third parties, in particular within the framework of del credere agreements, payment for the goods is not deemed to have been made until the corresponding amount is finally available to STAEDTLER.

If invoices from deliveries and services are paid via the SEPA core direct debit procedure/corporate direct debit procedure, the Customer will receive advance information on the direct debit collection at the latest one working day before the due date.



The Customer is only entitled to rights of set-off or retention insofar as his claim has been undisputed or expressly acknowledged or assessed in a legally binding judgement. The Customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship. In the event of defects in the delivery, the Customer's counter rights shall remain unaffected, in particular in accordance with clause 9, paragraph 8, sentence 2 of these T&C.

If, after the conclusion of a contract, STAEDTLER becomes aware of circumstances which are likely to substantially reduce the Customer's creditworthiness and which jeopardise the payment of outstanding claims by the Customer under the respective contractual relationship (including under other individual orders to which the same framework agreement applies), STAEDTLER is entitled, in accordance with the statutory provisions, to refuse performance and - if necessary after setting a deadline - to withdraw from the Agreement (Section 321 German Civil Code (BGB)). In such cases, STAEDTLER is also entitled to perform or render any outstanding deliveries or services only against advance payment or the provision of security. In the case of contracts for the manufacture of unjustifiable items (custom-made products), STAEDTLER may declare its withdrawal immediately; the statutory provisions on the unnecessariness of setting a time limit remains unaffected.

## **8. Equipment, Packaging, Trademarks**

Changes to the equipment or packaging of the goods or to the goods themselves are only permitted with STAEDTLER's express written consent. The Customer is not entitled to modify STAEDTLER's trademarks, to use them outside the contractual sale of the goods or to add other trademarks/symbols to the goods.

## **9. Warranty**

In the case of material and/or legal defects the statutory provisions apply to the Customer's rights, unless otherwise specified in the following. In all cases, the statutory provisions on consumer goods purchases and the rights of the Customer arising from separately issued guarantees, especially on the part of the manufacturer, remain unaffected.

STAEDTLER's liability for defects is primarily based on the agreement on the quality and the intended use of the goods (including accessories and instructions). Insofar as the quality or intended use have not been agreed, it is judged in accordance with the statutory provisions whether or not there is a defect (Section 434 para. 3 German Civil Code (BGB)). Public statements made by the manufacturer or on his behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.

In the case of goods with digital elements or other digital content, STAEDTLER is only liable for providing and, if applicable, updating the digital content if this is expressly stipulated in a quality agreement in accordance with the preceding paragraph. STAEDTLER is not liable in this respect for public statements made by the manufacturer and other third parties.



STAEDTLER is generally not liable for defects of which the Customer is aware or grossly negligent in not knowing at the time of the conclusion of the contract (Section 442 German Civil Code (BGB)).

Furthermore, the Customer's claims for defects require that the Customer has complied with its statutory obligations to inspect and give notice of defects (Sections 377, 381 German Commercial Code (HGB)). Notice of recognisable defects, deviations in quality and quantity must be given immediately, but at the latest within 8 calendar days after receipt of the delivery, notice of non recognisable defects must be given immediately after discovery. In the case of goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. In addition, recognisable defects upon delivery, including defects in number of items and weight, must also be complained about to the delivering transport company and the written recording of the defects must be initiated by them.

If the Customer has not complied with his obligations to inspect and give notice of defects, claims for defects are excluded in accordance with the statutory provisions. In the case of goods intended for incorporation, attachment or installation, this also applies if the defect became apparent as a result of a breach of one of these obligations only after the corresponding processing; in this case, the Customer has in particular no claims for reimbursement of corresponding costs ("removal and installation costs"). These exclusions do not apply in the event of intentional, grossly negligent or fraudulent action on the part of STAEDTLER, in the event of injury to life, limb or health or the assumption of a guarantee of freedom from defects, or of a procurement risk pursuant to Section 276 German Civil Code (BGB) or other legally mandatory liability situations, in particular pursuant to the German Product Liability Act (Produkthaftungsgesetz). The special statutory provisions in the case where the last contract in the supply chain is for the sale of consumer goods (supplier recourse, Section 478 German Civil Code (BGB)) remain unaffected.

If the delivered goods are defective, STAEDTLER is entitled to initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering goods that are free of defects (replacement delivery). STAEDTLER's right to refuse subsequent performance under the statutory provisions remains unaffected.

STAEDTLER is entitled to make the owed subsequent performance dependent on the Customer paying the purchase price due. However, the Customer shall be entitled to retain a part of the purchase price that is reasonable in relation to the defect.

The Customer must give STAEDTLER the time and opportunity required for the owed subsequent performance, in particular to hand over the goods complained about for inspection purposes. In the case of a replacement delivery, the Customer must return the defective item to STAEDTLER upon STAEDTLER's request in accordance with the statutory provisions. Subsequent performance does not include the dismantling, removal or disassembly of the defective goods or the installation, fitting or assembly of non-defective goods, if STAEDTLER was not originally obliged to perform such services; Customer's claims for reimbursement of corresponding costs ("dismantling and assembly costs") remain unaffected.



STAEDTLER shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as, if applicable, removal and installation costs, in accordance with the statutory provisions if there is justified defect. Otherwise, STAEDTLER is entitled to demand reimbursement from the Customer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs) if the Customer knew or was negligent in not knowing that there was actually no defect.

If a reasonable period of time set by the Customer for subsequent performance has expired unsuccessfully or is not required according to statutory provisions, the Customer may withdraw from the contract or reduce the purchase price. However, in the case of an insignificant defect, there is no right of withdrawal.

The warranty is void if Customer modifies the delivered item or service or has it modified by a third party, without STAEDTLER's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Customer must bear the additional costs of remedying the defect resulting from the modification.

The limitation period for claims arising from material defects and legal defects is 12 months from the date of the transfer of risk. Insofar as an acceptance has been agreed, the limitation period begins with the acceptance. This does not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of Section 276 German Civil Code (BGB), claims for injury to life, limb or health, fraudulent, intentional or grossly negligent conduct on the part of STAEDTLER, or if in the cases of section 478 German Civil Code (BGB) (recourse in the supply chain with consumers as the final purchasers), Section 438 para. 1 no. 1 German Civil Code (BGB), Section 438 para. 1 no. 2 German Civil Code (BGB) (erection of a building and delivery of items for a building) and Section 634a para. 1 no. 2 German Civil Code (BGB) (building) or where a longer limitation period is otherwise mandatory by law. Section 305b German Civil Code (BGB) (priority of individual agreed terms) remains unaffected. A reversal of the burden of proof is not associated with the above provisions.

Claims of the Customer for reimbursement of expenses pursuant to Section 445a para. 1 German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 German Civil Code (BGB)) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 para. 5, 327u German Civil Code (BGB)). Further claims of the Customer due to or in connection with defects or consequential damage caused by defects, for whatever reason, only exist in accordance with clause 10 of these T&C and are otherwise excluded.

## **10. Liability**

Subject to the following exceptions, STAEDTLER is not liable, in particular, for Customer's claims for damages or reimbursement of expenses - for whatever reason - in the event of a breach of duties arising from the contractual obligation.

The above exclusion of liability does not apply:





- a) for STAEDTLER's own intentional or grossly negligent breaches of duty and intentional or grossly negligent breaches of duty by legal representatives or vicarious agents of STAEDTLER;
- b) for the breach of essential contractual obligations; "essential contractual obligations" are those whose fulfilment characterises the contract and on which the Customer may rely;
- c) in the case of injury to life, limb and health, also by legal representatives or vicarious agents of STAEDTLER;
- d) in the event of default, insofar as a fixed delivery and/or fixed performance date within the meaning of Section 376 German Civil Code (BGB) was agreed;
- e) insofar as STAEDTLER has assumed a guarantee for the quality of its goods or the existence of a performance outcome or has assumed a procurement risk within the meaning of Section 276 of the German Civil Code (BGB);
- f) in the case of mandatory statutory liability, in particular the Product Liability Act.

In the case that STAEDTLER or its vicarious agents are only guilty of slight negligence and there is no case of the preceding paragraph, there d) to f), STAEDTLER is only liable for the contract-typical and foreseeable damage even in the event of a breach of essential contractual obligations.

The exclusions or limitations of liability pursuant to the preceding paragraphs apply to the same extent in favour of STAEDTLER's management, its executive and non-executive employees and other vicarious agents as well as its subcontractors.

Customer's claims for damages arising from this contractual relationship may only be asserted within a preclusion period of one year from the statutory commencement of the limitation period. This shall not apply if STAEDTLER is guilty of intent or gross negligence, to claims for injury to life, limb or health, or in the case of a claim based on tortious liability or an expressly assumed guarantee or assumption of a procurement risk pursuant to Section 276 of the German Civil Code (BGB), or in the case that a longer limitation period is mandatorily applicable by law.

A reversal of the burden of proof is not associated with the above provisions.

## 11. Retention of Title

STAEDTLER retains title to all goods delivered by STAEDTLER until all STAEDTLER's claims arising from the business relationship with the Customer, including any claims arising in the future from contracts concluded at a later date, have been settled. This also applies to a balance in STAEDTLER's favour, if individual or all of STAEDTLER's claims are included in a current account and the balance has been struck.

The goods subject to retention of title may not be pledged to third parties or assigned by way of security until the secured claims have been paid in full. The Customer must notify



STAEDTLER in writing without delay if an application is made to open insolvency proceedings or if third parties access the goods (e.g. seizures) belonging to STAEDTLER.

In the case of a breach of the contract by the Customer, in particular in the case of non-payment of the purchase price due, STAEDTLER is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of the goods shall not constitute a declaration of withdrawal; STAEDTLER is entitled to demand the return of the goods only and to reserve the right to withdraw from the contract. If Customer fails to pay the purchase price due, STAEDTLER shall only be entitled to assert such rights if STAEDTLER has first unsuccessfully set the Customer a reasonable deadline for payment, unless the setting of such a deadline is unnecessary under the statutory provisions.

Until revoked in accordance with (c) below, the Customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions apply in addition:

- (a) The retention of title shall extend to the products resulting from the processing, mixing or combining of STAEDTLER's goods at their total value, STAEDTLER being deemed to be the manufacturer. If, in the case of processing, mixing or combining with goods of third parties, the latter's right of ownership remains, STAEDTLER acquires co-ownership in proportion to the invoice values of the processed, mixed or combined products. Besides, the same applies to the resulting products as to the goods delivered under retention of title.
- (b) The Customer hereby assigns to STAEDTLER by way of security any claims against third parties arising from the resale of the goods or the product in their entirety or in the amount of STAEDTLER's co-ownership share, if any, in accordance with the preceding paragraph. STAEDTLER accepts the assignment. The Customer's obligations set out in paragraph 2 shall also apply in respect of the assigned claims.
- (c) The Customer shall remain authorised to collect the claim in addition to STAEDTLER. STAEDTLER undertakes not to collect the claim as long as the Customer complies with its payment obligations towards STAEDTLER, as long as there is no deficiency in the Customer's ability to pay and as long as STAEDTLER does not assert its retention of title by exercising a right pursuant to paragraph 3 above. However, if this is the case, STAEDTLER may demand the Customer to inform STAEDTLER of the assigned claims and their debtors, to provide STAEDTLER with all information necessary for collection, to hand over the relevant documents and to inform the debtors (third parties) of the assignment. Furthermore, STAEDTLER shall be entitled in such case to revoke Customer's authorisation to further sell and process the goods subject to retention of title.

If the value of the securities existing for STAEDTLER in accordance with the above provisions exceeds the secured claims by more than 10% in total, STAEDTLER shall be obliged, at Customer's request, to release securities to this extent at STAEDTLER's discretion.



## **12. Export Control, Product Approvals, Import Regulations**

Unless otherwise agreed, the delivered goods are intended to be placed on the market for the first time within the Federal Republic of Germany or, in the case of agreed delivery outside the Federal Republic of Germany, to the agreed country of first delivery (first country of delivery).

The export of certain goods by the Customer from there may - e.g. due to their nature or intended use or final destination - be subject to authorisation. The Customer itself is obliged to check this and has to strictly observe the export regulations and embargos relevant to these goods, in particular those of the European Union (EU), Germany or other EU member states as well as, if applicable, the USA or Asian or Arab countries and all third countries concerned, insofar as the Customer exports the goods delivered by STAEDTLER or has them exported by third parties.

In addition, the Customer ensures that, prior to the shipment to a country other than the first country of delivery agreed with STAEDTLER, the necessary national product approvals or product registrations are obtained by the Customer and that the requirements for the provision of user information in the national language and also all import regulations according to the relevant national law of the country are met.

In the case of agreed delivery outside the Federal Republic of Germany, the Customer ensures at its own expense that all relevant national import regulations of the country of first delivery are met with regard to the goods to be delivered by STAEDTLER.

The Customer indemnifies STAEDTLER against all damages and expenses resulting from the culpable breach of the above obligations.

## **13. Documents and Data by STAEDTLER**

STAEDTLER reserves all proprietary rights and copyrights to all drawings, illustrations, calculations, data, brochures, catalogues, samples, models, tools and other documents, information and/or accessories relating to STAEDTLER's goods and/or services that are disclosed or provided to the Customer or made available via a database to the Customer. The Customer undertakes not to make these documents, information and/or accessories available to third parties unless STAEDTLER gives its express written consent. Upon STAEDTLER's request, Customer shall return these items to STAEDTLER in their entirety and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This does not apply to the storage of data made available electronically for the purpose of normal data backup.

The Customer is only allowed to use (media) data and/or information made available by STAEDTLER via STAEDTLER's database, in particular product images and product information, in accordance with STAEDTLER's terms of use for this database in the ordinary course of business for STAEDTLER's goods during the business relationship.



#### **14. Severability**

Insofar as a provision in these T&C is or becomes wholly or partially invalid, void or unenforceable, the statutory provisions apply. The remainder of the contract remains effective. Section 139 German Civil Code (BGB) (partial invalidity) is expressly excluded.

#### **15. Place of Performance, Jurisdiction, Applicable Law**

The place of performance is STAEDTLER's registered office, with the exception of the case of the assumption of a debt to be discharged at creditor's domicile or other agreements.

The exclusive place of jurisdiction for all disputes - insofar as the Customer is a merchant within the meaning of the German Commercial Code (HGB) - is STAEDTLER's registered office. However, STAEDTLER is also entitled to sue the Customer at its general place of jurisdiction.

All legal relationships between the Customer and STAEDTLER is exclusively governed by the laws of the Federal Republic of Germany, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).