

General Terms and Conditions of Business for the online store of H. Stoll AG & Co. KG

Section 1 Scope of application, Definition of terms

- 1) The following terms and conditions of business (hereinafter known as “T&Cs”) shall apply for all contracts entered into by means of a data download for knitting pattern software (hereinafter known as “Software”) between H. Stoll AG & Co. KG (hereinafter known as “Supplier”) and a downloader (hereinafter known as “Customer”).
- 2) If a Customer has terms of business differing from those of H. Stoll AG & Co. KG, they shall not be recognised, unless the Supplier expressly agrees in writing that they shall apply.
- 3) The contractual language is English.
- 4) The entire text of the contract will not be stored by the Supplier. Prior to sending off acceptance of the order, the Customer shall have the option of printing out the contractual data and the T&Cs via the print function in the browser or saving it electronically.

Section 2 User Licence

- 1) The subject-matter of the contract is the handing over a software licence in return for a payment. The details, in particular the basic features of the Software are in the Software description and in the supplementary information on the Supplier’s website:
<http://patternshop.stoll.com>.
- 2) The Software offered is protected by copyright.
 - a) The Supplier grants the Customer a non-exclusive, non-transferrable right for an unlimited period of time to use the Software on Stoll knitting machines and Stoll pattern machines alone in accordance with these T&Cs.
Moreover, the Customer may modify or process the Software, provided that this is necessary for using his own knitting patterns and is necessary to rectify defects. To this end the Supplier’s patent rights may be used.
No other modifications or processing is allowed. In particular, company names, brands and references to patents and other references to reservations of rights in the software must not be amended or deleted and the versions of the Software amended or processed in accordance with Sentence 2 are also to be included in the Software.

- c) The Customer must not decompile the programme code or process it with a disassembler except in cases permitted by law in accordance with Section 69e of the German Copyright Act [UrhG].
 - d) The Customer is entitled to make a back-up copy of the Software. In so far as the Software is fitted with technical copy protection, the Customer shall in the event of damage be entitled to download the Software again upon presentation of an error report.
- 3) The Customer is not entitled to transfer the Software or copies thereof electronically to third parties or to pass them on to third parties regardless of the length of time or the legal reason for doing so. Software parts or modified or processed versions within the meaning of Number 2.b) must not be transferred or passed on to third parties either.
- 4) Shopmaster@stoll.com is available during normal business hours to answer queries concerning Software installation and use, the availability of a new version and the transfer to them.

Section 3 Materialisation of the contract

- 1) The Supplier shall submit a binding offer to enter into a licence contract to the Customer when making the Software available for downloading on his website <http://patternshop.stoll.com>. The contract shall materialise when the Customer accepts the offer by activating the “Complete payment” button. Acceptance may only be submitted and transmitted if the Customer accepts these terms and conditions by clicking on the “I have read the Standard Business Conditions of your shop and do agree.” checkbox and his acceptance is received as a result. Prior to sending off his acceptance the Customer has the option of reviewing all information, amending it (also by using the “Return” function) and breaking off the order.
- 2) Acceptance and transfer of all information required in connection with the contract being entered into as well as the invoices shall be handled by e-mail, and in part by automated e-mails. Consequently the Customer has to ensure that the e-mail address he has entered is correct and he must ensure that he is able to receive e-mails and in particular that he is not prevented from receiving them due to a spam filter.

Section 4 Making ready to download and availability

- 1) After the Customer has accepted the contract and he has acquired the right of use associated with it having paid the licence fee the Software will be ready for downloading.

Section 5 Prices

- 1) All prices quoted in the Supplier's respective offer are in Euro and do not include VAT. Any value added Tax at the rate in force, shipping costs and delivery charges have to be added, if not otherwise described.

Section 6 Methods of Payment

- 1) The terms of payment are shown in the button of the same name under navigation.
- 2) Unless stated otherwise in the individual methods of payment, payment claims under the contract entered into shall be due for payment immediately. Payment must be made prior to downloading.

Section 7 Liability for defects

- 1) The Customer's rights if there are defects shall be determined solely in accordance with the following provisions.
- 2) The Supplier shall furnish a warranty that the programme is basically suitable for use as described in the Software description on Stoll machines and Stoll pattern machines. Attention is drawn to the fact that it is not possible to develop software so that it is free of defects for all conditions of use. Minor discrepancies from the features stated on the website <http://patternshop.stoll.com> which only impair fitness for use to a minor extent shall not substantiate claims under warranty.
- 3) If the Software turns out to be not fit for purpose within the meaning of these provisions within a one-year warranty period beginning when the Software is made available for use by the Customer, the Customer shall consequently be entitled to download the Software again from the Supplier's server. If this does not turn out to be fit for purpose within the meaning of these provisions either and if the Supplier is unable to make it fit for use at a reasonable cost and within a reasonable period of time, the Customer shall, as he chooses, be entitled to reduce the licence fee or to withdraw from the contract with the result that the Software is to be deleted and the licence fee returned to the Customer.
- 4) The Supplier shall not have any other warranty obligations. In particular there shall be no warranty that the programme will fulfil the Customer's specific requirements. The Customer shall bear the sole responsibility for the selection, installation and use of the Software as well as for the results intended with it.

5) There is moreover, no warranty for the versions of the Software modified or processed in accordance with Section 2 Paragraph 2 Letter b), unless the Customer is able to prove that the existing defect is not associated in any way with the modifications and processing.

Section 8 Liability

- 1) Unless stated otherwise in these provisions, the Customer shall not be entitled to compensation claims for damages and claims for the reimbursement of his expenses regardless of whatever legal reasons upon which such claims may be based. The Supplier shall, moreover, not be liable for indirect and unforeseeable damages, consequential harm caused by a defect, savings not made, lost profit and financial loss. The Supplier shall likewise not be liable for backing up data for contents which the Customer enters on the Supplier's website.
- 2) The Supplier shall be liable for damages
 - attributable to death, personal injury or physical harm for which he is to blame on account of his negligence at least or
 - attributable to a breach of duty attributable to intent and gross negligence on his part or
 - for which claims are compulsory under the German Product Liability Act
- 3) The Supplier shall, moreover, be liable for damages which are attributable to a breach of important contractual obligations (cardinal obligations) for which he is to blame and which constitute at least negligence, in so far as achieving the contractual objective is jeopardised. If important contractual duties are breached, liability shall be limited to damages typical for the contract with the materialisation of which the Supplier had to reckon when entering into the contract given the circumstances of which he was aware.
- 4) In so far as the Supplier cannot be held liable, or his liability is limited in accordance with the above provisions, this shall also apply for the personal liability of his employees, staff, representatives and assistants.

Section 9 General Provisions

- 1) Contracts entered into between the Supplier and the Customer shall be governed by the law of the Federal Republic of Germany. The UN law on sales (CISG) shall not apply.

- 2) Should one of the provisions of these General Terms and Conditions of Business be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision is to be replaced with valid arrangements which come as close as possible to all of the General Terms and Conditions of Business in actual, legal and economic considerations. The same approach is to be adopted if it should turn out that there is a gap in the General Terms and Conditions of Business.
- 3) The place of fulfilment is Reutlingen in Germany. The place of jurisdiction is Reutlingen in Germany, provided that the Customer is a registered business. The Supplier shall however still be entitled to take legal action against the Customer, at the latter's general place of jurisdiction.

Section 10 Additional provisions only applicable for Consumers

1) Definition of a Consumer

A Customer is a Consumer provided that the purpose of the goods and services ordered can predominantly not be ascribed to his commercial activity or his independent professional work.

The regulations in Paragraphs 2) to 4) below shall also apply for Consumers.

2) Restriction in the choice of law in accordance with Section 9 Para 1)

The choice of law in accordance with Section 9 Para 1 shall apply to Consumers with the restriction that the protection existing for the Customer on the basis of compulsory regulations in the law of the state in which he has his normal place of residence cannot be excluded.

3) Termination of the Right of Revocation

The subject-matter of the offer to purchase a licence to use the Software is the supply of data not on physical data carriers within the meaning of Section 312 f Para 3 of the German Civil Code [BGB], which is manufactured and provided in digital format.

The Customer has expressly agreed on the website <http://patternshop.stoll.com> that the Supplier may begin to carry out the contract prior to the expiry of the revocation period, which ends 14 days after the contract has been entered into. The Customer has, moreover, confirmed on the website <http://patternshop.stoll.com> that he is aware that he shall forfeit his right of revocation by agreeing to work on the contract being carried out.

4) Data protection and Communication

The Customer states that he agrees to his personal data being processed, provided that this is necessary for the purpose of this contract and that the German Federal Data Protection Act will be observed.

The Customer's attention is expressly drawn to the data protection declaration at <http://www.stoll.com/data-privacy-terms> and he declares that he has read and confirmed the data protection regulations.