

Terms of Use for the STI Showroom (Version: 1 January 2010)

The following terms of use (hereafter “Terms of Use”) of STI – Gustav Stabernack GmbH (hereafter “STI”) regulate the legal agreement (hereafter “User Agreement”) between STI and its customers, i.e. any individual or legal entity who uses the teleservices within the scope of the services offered by the STI Group on the Internet via the domain www.sti-group.com (hereafter: “User”).

By activating the button “Accept Terms of Use” during the registration process you agree as user to the validity of the following STI Terms of Use within the scope of the User Agreement between you and STI concerning the use of the STI Showroom or the applications available on the website.

§ 1 STI Showroom

The STI Showroom offers you an overview of current packaging and display solutions and also related detailed information that you can select freely by search criteria.

The extended content of the STI Showroom is accessible in a so-called closed area to users who have completed the corresponding electronic registration via the home page of the website on www.sti-group.com in the Internet.

After entering your contact data and accepting the Terms of Use you will receive an automatically generated password by email that will initially offer you unlimited access for a maximum period of 48 hours. Within this period a comparison of the source data entered by you with the data stored in our system will be carried out.

We request your understanding that this service is reserved for a limited group of people and registration by third parties, for example, is not permitted. You may only obtain complete access to the database after successful manual authentication.

The data entered by you as well as your password may be changed by you at any time. Verification of the contact data will be carried out at regular intervals and this must be confirmed by return of an email within a predefined period of time otherwise your access rights will be cancelled.

By registering for our showroom you have accepted our Terms of Use. Please therefore remember that on changing your employer you must promptly delete your access code and also that you are prohibited from providing access to any unauthorised third parties.

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KV 2001 – 1208

To ensure that our customers are also happy to use these services over a longer period and prevent misuse, within a 6-monthly cycle all registered users will receive an email to their registered email address that must be returned to us to extend access. If this reply does not reach use within 14 days you will receive a reminder email, if this is not answered after a further 14 days your password will expire.

§ 2 Authorised users and registration

Users of the showroom are restricted to legal entities, partnerships or individuals who are concerned with the packaging of products and the placement of goods and services.

STI reserves the right, at its own discretion, to cancel the registration and to partially limit or totally withdraw access to the closed area if it emerges that this company is in competition with STI.

The use of the services and content of the showroom requires registration via the home page of the website on www.sti-group.com. STI is free to reject the registration.

On registration an agreement concerning the use of the services offered by STI in the closed area of the website is established ("User Agreement"). The use of the showroom on www.sti-group.com is free of charge for STI.

On registration, the user must provide the data requested completely and truthfully, i.e. the name of the company, the first name and surname of the responsible contact person, the up-to-date address (not a P.O. Box), a valid telephone number and email address.

While the User Agreement is in force, the User is obliged to keep the data requested by STI on registration up-to-date continually and to inform STI of any changes promptly.

On registration, the User must specify a user name and password, the use of which will give him/her access to the closed area of the megastore on www.sti-group.com.

The User must undertake to keep the password secret from third parties. If for, whatever reason, the password becomes known to third parties and the User is responsible, the User must promptly change the password and inform STI by email correspondingly.

§ 3 Subject and scope of the use of the showroom

STI reiterates that the availability and use of the website is provided in line with the latest technology and will include necessary maintenance work and windows.

STI reiterates that the content on www.sti-group.com represents material subject to copyright protection. Any copying, alteration, dissemination or storage of texts, parts of texts, pictures, photographs or other picture material that go beyond simple browsing or coaching of this content by the user for his/her own purposes require the express prior consent of STI and/or the portal partner of STI.

STI reiterates that the content of the megastore on the website www.sti-group.com contains brand-protected company, product and other trademarks. Any use of such trademarks requires the express prior consent of STI and or the relevant trademark owner.

§ 4 Term of the User Agreement, cancellation and blocking

This User Agreement shall apply in each case for a period of 6 months after activation by STI. Subsequently – as described in Section 2 – a renewed email confirmation for extension of the use is required.

Either party may cancel the User Agreement at any time without observance of notice periods.

STI reserves the right to suspend the home page www.sti-group.com at any time and to cancel the User Agreements with the Users at any time.

§ 5 Misuse of the password

The User shall be liable for improper use of the services of the showroom on www.sti-group.com or other related violations through third parties to the extent that the User is responsible, in particular if the user is responsible for passing on the password.

§ 6 Liability

Liability of STI towards the user, regardless of legal grounds, in particular in connection with the violation of contractual obligations and/or in connection with tort claims shall be determined conclusively as follows:

1. STI shall be liable in accordance with the legal provisions if the User asserts claims that are based on malice, wilful intent or gross negligence, including malice, wilful intent or gross negligence of its bodies, staff, representatives or vicarious agents.
2. In cases of minor negligence, STI shall only be liable in cases of violation of an essential contractual obligation (“cardinal obligation”) and only for compensation for foreseeable typical damage. All other liability shall be excluded.
3. Any further liability of STI because of injury to persons or in accordance with the German Product Liability Act remains unaffected.
4. To the extent that, in accordance with the previous provisions, liability of STI is excluded, this shall also apply in favour of their bodies, employees, representatives and vicarious agents.

§ 7 Data protection

The personal data of the User requested, determined and generated in connection with the registration and use of the showroom on www.sti-group.com shall be handled in confidence under observance of the legal regulations of the German Teleservices Data Protection Act [Teledienstschutzgesetz] and the German Federal Data Protection Act [Bundesdatenschutzgesetz].

§ 8 Amendments to these Terms of Use

STI reserves the right to amend these general terms and conditions of business at any time without giving any reasons. The amended Terms of Use shall be sent to the user by email at the latest two weeks before they come into force. If the user does not object to the application of the new Terms of Use within two weeks after receipt of the email in writing or by email the amended Terms of Use will be considered accepted. STI shall indicate the time limit and its significance separately to the user in the email that contains the amended Terms of Use.

§ 9 Severability clause

Should individual provisions of these Terms of Use be or become wholly or partially ineffective or unenforceable or the User Agreement contain omissions, the effectiveness of the remaining Terms of Use shall remain unaffected by the same. The parties shall replace an ineffective, unenforceable or incomplete provision in accordance with the content and the legal regulations.

§ 10 Applicable Law and Jurisdiction

1. The User Agreement and the other arrangements between STI and the user from or in connection with the website on www.sti-group.com shall be subject to the procedural and substantive law of the Federal Republic of Germany excluding international law and in particular the UN Convention on the international sale of goods.

2. For disputes originating from or in connection with this User Agreement, the relevant general terms and conditions of business or otherwise with the use of the website www.sti-group.com the locally competent court at the Head Office of STI shall be exclusively competent, if the User is a merchant, a legal entity governed by public law or special fund under public law or if the User does not have a residence or registered office in the Federal Republic of Germany.

Lauterbach, 01.01.2010