



GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY

1 Preamble

- 1.1 The contractor (hereinafter called Meusburger) accepts orders, sells, and delivers exclusively based on these General Terms and Conditions of Sales and Delivery. These terms and conditions apply to all deliveries and services carried out or implemented by Meusburger or one of their appointed subcontractors. The valid version of the General Terms and Conditions of Sales and Delivery at the time of completion of the contract is always decisive.
- 1.2 These terms and conditions are considered to have been accepted by the client at the latest with receipt of the goods or services. Verbally agreed changes or additions to this contract are effective only if they have been confirmed in writing by Meusburger.
- 1.3 Business or delivery conditions by the client are explicitly excluded from the legal transaction in question and the entire business relationship (unless they have been expressly accepted in writing by Meusburger) and do not apply. An objection of Meusburger is not required.
- 1.4 Offers are in principle subject to change and without obligation.
- 1.5 Technical as well as other changes remain reserved within the bounds of what is reasonable.

2 Place of fulfilment for deliveries

- 2.1 Unless otherwise agreed, the place of fulfilment is Wolfurt, Austria, Kesselstr. 42. Delivery occurs according to the conditions specified in the relevant documents, based on the Incoterms 2010 EXW place of fulfilment valid at this time. Shipment and transport are therefore made for the account and risk of the client. As soon as the delivery is offered to the client at the place of fulfilment, all risks are passed to him. If the client does not accept the delivery, he is in default of acceptance. Furthermore, in this case the delivery of Meusburger is deemed to be effected and Meusburger is entitled to store the goods at the cost of the client. The storage costs resulting from this are to be immediately refunded to Meusburger.
- 2.2 Meusburger reserves the right to make partial deliveries at its own discretion. The client is obliged to accept such partial deliveries.
- 2.3 Complaints due to transport damages can only be investigated and - if justified - accepted by Meusburger if they are recorded immediately with the freight carrier responsible on the delivery receipt when receiving the goods. Damages must be reported immediately, at the latest within 14 days, in writing to Meusburger.
- 2.4 The delivery dates stated according to the order confirmation are only guidelines. Force majeure or other unforeseen circumstances in the sphere of Meusburger or its subcontractors release Meusburger from compliance with the agreed delivery date.
- 2.5 Disruption in business and traffic, and improper delivery by subcontractors, are also deemed force majeure and release Meusburger for the duration of the delay or at Meusburger's discretion also ultimately from the obligation to deliver, without the client becoming entitled to any claims against Meusburger. In this case, the client will be informed promptly.
- 2.6 It is up to Meusburger to choose the type of packaging and dispatch of the goods and the means of transport.
- 2.7 Compliance with delivery dates requires the fulfilment of the contract obligations by the client, especially the obligation to pay an agreed deposit as well as settle due accounts.
- 2.8 The delivery period does not start before complete clarification of all performance details.
- 2.9 Meusburger charges a reasonable proportion of transportation costs to handle the return of goods due to order errors by the client or other circumstances attributable to the sphere of the client.
- 2.10 Meusburger charges an additional administration cost of 10 Euro for deliveries of a value of less than 100 Euro.
- 2.11 By placing the order - and regardless of the way of ordering - the client bindingly declares his wish to purchase the ordered goods. When goods are ordered electronically, Meusburger will promptly confirm the receipt of the order; however, this electronic confirmation of receipt is not a binding declaration of acceptance of the offer to enter into a contract by Meusburger. Meusburger is entitled (but not obliged) to accept the contract offer submitted by the client - regardless of the way of submission - within 2 weeks of receipt. If not statement is made this shall be considered as non-acceptance of the offer.

3 Prices

- 3.1 Unless otherwise agreed, all prices are net prices (in Euro) ex works. Packaging is included, with the exception of packaging for overseas shipments, which is charged extra to the client.
- 3.2 Unless otherwise agreed, the prices valid on the day of delivery shall apply.
- 3.3 Should wages based on collective bargaining regulations in the industry or internal business deals or should other cost centres relevant to the calculation or costs necessary for performing the service, such as those for materials, energy, transport, foreign workers, financing, etc., change, then Meusburger is entitled to raise or lower the prices accordingly.

4 Payment

- 4.1 The client agrees to the electronic delivery of invoices.
- 4.2 Place of fulfilment for the payment is the location of Meusburger. Payments are due 30 days after submission of the invoice without any deductions and free of charge of payment in the currency stated in the invoice. This also applies to partial invoices.
- 4.3 For orders which include several units Meusburger is entitled to submit an invoice after delivery of each unit or service.
- 4.4 The client only then is entitled to a set-off when his counterclaims have been recognised by declaratory judgement or have been acknowledged by Meusburger. The client is not entitled to hold back any payments.
- 4.5 In the case of late payments, the client shall pay the statutory default interest at least 9.2 percentage points over the basic interest rate - to Meusburger. The client is obliged to indemnify Meusburger for all costs and expenditures incurred in connection with the collection of debts and enforcement of claims, such as collection agency expenses or other costs necessary for an appropriate legal persecution.
- 4.6 In case of late payments by the client, Meusburger is released from all further service and delivery obligations.
- 4.7 Meusburger is entitled, regardless of any contrary provisions by the client, to first credit payments to his oldest debt.
- 4.8 A payment will only then be deemed as having occurred, when Meusburger can dispose of the amount. The client will bear the costs and expenses connected with cheques or paper payments.

5 Warranty, Guarantee, Liability and Complaints

- 5.1 The client must carefully check and examine the delivered goods immediately upon receipt and shall notify Meusburger of any defects within at least 14 days at the latest from the receipt of goods in writing, together with the submission of appropriate proof (like for example samples, photos, etc.). Any claims, including those resulting from consequential damages are excluded. Hidden defects must be reported to Meusburger within a period of 14 days after date of discovery in writing, otherwise any claims including those from consequential damages are excluded. Upon request of Meusburger, the client shall facilitate, tolerate, and support the inspection of the goods by Meusburger or a third party appointed by Meusburger.

- 5.2 As a general rule, plates with special dimensions as well as non-stock items are not taken back.
- 5.3 Defects to part of a delivery cannot give cause for complaints about the whole delivery.
- 5.4 In the event of justified complaints, Meusburger is responsible for the value of the goods delivered by Meusburger only.
- 5.5 Meusburger makes no guarantee that the goods are suitable for the planned application and, accordingly, replacement claims which arise because of incorrect use will be declined.
- 5.6 It is agreed that the client must legally assert his rights to a warranty for moveable assets in the sense of §933 ABGB (Civil Code of Austria) within six months from the day on which the goods are offered to the client at the place of fulfilment. This regulation does not apply to consumer businesses according to the Consumer Protection Act.
- 5.7 Parts subject to wear and tear, accessories and repairs as a result of unauthorised interventions by third parties are excluded from the warranty. If the contractual objects are used in connection with equipment and/or programmes of third parties, then a warranty only exists for defects in function and/or performance which would also appear without such a connection.
- 5.8 Recourse claims in the sense of § 12 Product Liability Act are excluded unless the recourse claimant proves that the error has been caused in the sphere of Meusburger and is due to gross negligence.
- 5.9 The client bears the full burden of proof for all claim criteria, especially for the defect itself, the time of its discovery and the timeliness of notice of defect. No guarantees in the legal sense are given. Manufacturer's guarantees remain unaffected by this.

6 Limited Liability

- 6.1 Except for liabilities which fall within the scope of the Product Liability Act (PHG), the liability of Meusburger is limited to intention and gross negligence. The liability for minor negligence, the compensation for consequential damage and monetary loss, lost savings, interest losses and third party claims against the customer due to damages are excluded.
- 6.2 The above liabilities do not apply to physical and health injuries to the customer, which can be blamed on Meusburger.

7 Reservations of Proprietary Rights

- 7.1 The goods supplied remain the absolute property of Meusburger until the claims are settled. The client must look after the proper upkeep in accordance with the regulations (maintenance and repairs) at his own expense during this time. Mortgaging or the transfers of securities before complete payment are excluded. The client must report immediately in writing about all actions by third parties regarding the goods, in particular about enforcement measures, possible damage or destruction of the goods. The client must immediately report a change of ownership of the goods as well as its own change of address. The client must compensate Meusburger for all damages and costs which arise from a violation of these obligations and from necessary intervening measures regarding access by third parties to the goods.
- 7.2 Meusburger is entitled to withdraw from the contract if the client's actions result in an infringement of the contract, especially late payment, and ask and for the goods to be returned. In addition, Meusburger is entitled to withdraw from the contract, when an obligation is violated, according to 7.1 and to request for the goods to be returned, when it is deemed unacceptable for Meusburger to adhere to the contract.
- 7.3 The goods supplied remain the property of Meusburger until all obligations have been fulfilled. The client is entitled to further sell the reserved goods in proper business dealings. If the goods sold are paid on credit, then the client transfers the ensuing purchase price claim right away. If the goods sold are paid in cash, then the client is authorised and asked to receive the cash purchase price in the name of Meusburger. This must be kept separately and transferred immediately to Meusburger as payment of the debt.
- 7.4 Adapting and processing the goods by the client occurs in the name and on instructions of Meusburger. If the goods are processed, Meusburger acquires a share in the new asset in proportion to the value of the goods supplied by Meusburger. The same applies when goods are processed or mixed with other goods which have not been supplied by Meusburger.

8 Transfer of risk

- 8.1 The risk of accidental destruction or accidental deterioration of the goods is transferred to the client at the time of handing over the good or in the event of sale to a destination according to the client's instructions, at the time of handing over the goods to the shipping agent, or freight carrier, or the persons or institution otherwise appointed for the dispatch.
- 8.2 If the client delays in accepting the goods, the transfer is still deemed to have taken place.

9 Place of Jurisdiction

- 9.1 If the client is located in the EU or in an EFTA state, the exclusive place of jurisdiction for all disputes arising out of or in connection with this contractual agreement between Meusburger and the client, especially for disputes in relation to these GTC, is 6800 Feldkirch, Austria. If the client is located outside of the EU and outside EFTA, all disputes arising out of or in connection with this contractual agreement between Meusburger and the client, especially disputes in relation to these GTC, shall be subject to the international arbitration court of the Austrian Chamber of Commerce in Vienna (Vienna Rules). The language used in the arbitration proceedings is German. The place of arbitration is Vienna. A party may however, without prejudice to the jurisdiction of the arbitration court, apply to a national court to request preliminary or precautionary measures and a court may order such measures before or during the arbitration proceedings. Meusburger is however entitled in any case to take the client before any other court responsible for the client.
- 9.2 For all legal relations between the client and Meusburger, including these terms and conditions of sales and delivery, Austrian law will apply. UN commercial law is not applicable.
- 9.3 The general Terms and Conditions of Sales and Delivery are written in German and some other languages. In case of doubt or contradictions, the German version is binding.
- 9.4 The rescission of a contract due to error of the client is excluded.
- 9.5 Documents or information about Meusburger, its products, sales partners, or other clients which are made available to the client or of which he acquires knowledge, are only allowed to be passed along to third parties, in particular the competitors of Meusburger, with the written consent of Meusburger. The same applies to documents, such as samples, cost estimates, promotional material, price lists, or contracts which are handed over to the client or which he otherwise acquires knowledge about. All rights to such documents are owned solely by Meusburger.
- 9.6 If provisions of these General Terms and Conditions are or become invalid and unenforceable, the validity of the remaining provisions shall remain unaffected. These invalid or unenforceable provisions are deemed replaced by valid and enforceable provisions which are most likely to reach the intended economic purpose. (Severability Clause).