

General Terms and Conditions of Sale, Delivery and Payment

General

The terms and conditions of ME-Meißysteme GmbH apply exclusively. ME-Meißysteme does not recognise any terms and conditions of the contractual partner that conflict with or deviate from these terms and conditions, unless it has expressly agreed to their validity in writing.

Technical data, illustrations, drawings, descriptions and prices contained in printed materials of ME-Meißysteme GmbH are non-binding, unless they are expressly designated as binding in the individual case. ME-Meißysteme GmbH reserves the right of ownership and copyright to cost estimates, illustrations, drawings and other documents. They may not be reproduced or made available to third parties without their express written consent.

Offer and conclusion of contract

The offers of ME-Meißysteme GmbH are subject to change and non-binding. The order by the contractual partner is a binding offer. ME-Meißysteme GmbH may, at your discretion, accept this offer within two weeks by sending an order confirmation or by sending the goods to the contractual partner within this period.

Verbal promises, brochures and advertising statements of any kind, in particular illustrations, drawings, descriptions, performance specifications of all kinds, dimensions, weights and consumption specifications are approximate, do not contain any assurance or guarantee and can only become binding contractual content with an express promise by ME-Meißysteme GmbH.

ME-Meißysteme GmbH reserves the right to make design changes at any time without prior notice. The contractual partner cannot claim that in the event of design changes within an ongoing series, devices that have already been delivered will also be retrofitted.

Prices and payment terms

The prices are quoted in euros, are net and apply to deliveries of ME-Meißysteme GmbH in Germany plus VAT as well as packaging, freight, postage and insurance costs as well as delivery fees. They are calculated on the basis of the wage, material and other costs applicable on the days of the submission of the tender by ME-Meißysteme GmbH. In the event of a change in these cost factors up to the time of delivery, ME-Meißysteme GmbH reserves the right to make price adjustments. In the absence of special agreements, ME-Meißysteme GmbH assumes the choice of the transport route or means as well as the packaging at its best discretion, but without guarantee.

Invoices from ME-Meißysteme GmbH must be paid within 30 days.

If the payment deadlines are exceeded, ME-Meißysteme GmbH is entitled - subject to the assertion of further claims for damages in the event of default by the contractual partner - to charge annual interest of 2% above the Deutsche Bundesbank's discount rate, but at least 6%, without the need for a reminder or setting a deadline. For deliveries abroad, ME-Meißysteme GmbH can demand the opening of an irrevocable and confirmed letter of credit, payable at a bank specified by it, or equivalent collateral. If the contractual partner stops paying or is over-indebted, or if agreed payment terms are not met, the purchase price claim becomes due immediately. Withholding payments or offsetting due to any counterclaims of the contractual partner disputed by ME-Meißysteme are not permitted.

For orders with a value of more than 100,000 euros and in any case for custom-made products, a deposit of 30% of the order value plus VAT is due upon receipt of the order confirmation.

If the contractual partner is in default according to these provisions, ME-Meißysteme GmbH is entitled, after setting a reasonable grace period, to withdraw from the contract, to demand compensation for non-performance and/or to assert rights of another kind.

Delivery

The delivery time is determined by the information in the order confirmation of ME-Meißysteme GmbH. ME-Meißysteme GmbH is entitled to make partial deliveries.

Specified delivery periods run from the order confirmation by ME-Meißysteme GmbH, unless the contractual partner is obliged to make advance payments. In this case, the delivery time begins from the receipt of the consideration of the contractual partner by ME-Meißysteme GmbH.

If a delivery date is not met for reasons for which ME-Meißysteme GmbH is responsible, the contracting party can set ME-Meißysteme GmbH a reasonable grace period in writing after the delivery period has expired. If this grace period expires, the contracting party is only entitled to withdraw from the contract. Further rights, regardless of the legal basis, in particular any compensation, are excluded unless the delay in delivery was caused intentionally or through gross negligence by ME-Meißysteme GmbH.

If non-compliance with the delivery deadline is due to force majeure, disasters, war, riots, strikes, accidents, other unforeseeable events or other circumstances for which ME-Meißysteme GmbH is not responsible, ME-Meißysteme GmbH is entitled to make up for the delivery once the impediment has ceased. Under these conditions, the contractual partner has no rights or claims due to non-delivery or late delivery.

If acceptance of the delivery is desired, the conditions must be agreed upon at the latest when the contract is concluded. Acceptance must take place at ME-Meißysteme GmbH immediately after notification of readiness for acceptance. The costs of acceptance are borne by the contractual partner.

Transfer of Risk and Shipping

All shipments, including any returns – including delivery parts – are at the risk of the contractual partner.

If the Contracting Party has not expressly given binding instructions to ME-Meißysteme GmbH in writing for further shipment from the transfer of risk, ME-Meißysteme GmbH shall ensure further shipment to the Contracting Party or to the delivery location specified by the Contracting Party at the time of ordering at the expense of the Contracting Party. ME-Meißysteme GmbH makes the selection of the freight forwarder to the best of its knowledge, but assumes no liability for this. All costs and ancillary costs of shipping are at the expense of the contractual partner.

All complaints due to possible transport damage must also be asserted by the contractual partner against the freight forwarders, carriers and their insurance companies or the like in due time.

Warranty and liability

ME-Meißysteme GmbH guarantees that the products are free of manufacturing and material defects in the event of a transfer of risk. The warranty period is 24 months, unless otherwise agreed in individual cases or the law prescribes longer limitation periods or a suspension of the limitation period.

Obvious defects must be reported in writing and specified immediately, but no later than one week after receipt of the delivery item. The parts in question must be sent to ME-Meißysteme GmbH on request.

In order to carry out the warranty, ME-Meißysteme GmbH reserves the right to repair the defective delivery item or to supply a replacement. Repairs and/or replacements during the warranty period do not lead to their extension.

ME-Meißysteme GmbH does not assume any warranty for errors caused by violence of all kinds, negligent and/or incorrect handling, unsuitable power supply, effects of extreme environmental influences, etc.

If a repair also fails at the second attempt, or if the second subsequent delivery is defective, or if ME-Meißysteme GmbH does not comply with an obligation to repair or resupply within a reasonable obligation, the contractual partner is entitled to demand an appropriate price reduction or to withdraw from the contract.

Retention of title

Goods delivered to the contractual partner shall remain the property of ME-Meißysteme GmbH until all total receivables arising from the business relationship with ME-Meißysteme GmbH have been paid in full. If the value of the collateral existing for ME-Meißysteme GmbH exceeds the receivables by more than 20% in total, ME-Meißysteme GmbH shall be obliged to release collateral in this respect.

The contractual partner is entitled to resell the goods subject to retention of title in the ordinary course of business. The contractual partner is not entitled to pledge goods subject to retention of title or to transfer them as security.

In the event of non-contractual conduct on the part of the contractual partner, in particular in the event of default of payment, ME-Meißysteme GmbH shall be entitled to take back the goods subject to retention of title. In this respect, the contractual partner is obliged to surrender. The return of the reserved goods does not constitute a withdrawal from the contract, unless ME-Meißysteme GmbH expressly declares this in writing.

If ME-Meißysteme GmbH asserts the retention of title against the contractual partner, representatives of ME-Meißysteme GmbH are entitled to enter the land, grounds or buildings of the contractual partner and to take possession of the property of ME-Meißysteme GmbH and to move it or have it moved to another location.

The contractual partner is obliged to adequately insure the conditional goods against fire, water, theft and other damage by third parties.

Final provisions

German law shall apply exclusively between the contracting parties.

The contractual partner declares his consent that the personal data obtained from the business relationship with him may be used by ME-Meißysteme GmbH for social

purposes within the meaning of the Data Protection Act.

Should any provision of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

The place of jurisdiction is, at the choice of the plaintiff, Neuruppin or the general place of jurisdiction of the respective defendant.

As of February 2017