



General Terms and Conditions of Purchase

of MeierGuss | Sales & Logistics GmbH & Co. KG, Heinrich Meier Eisengießerei GmbH & Co. KG and MeierGuss Limburg GmbH & Co. KG

I. Scope

The following terms and conditions shall apply to any and all agreements concluded between us and the Seller. They shall also apply to any and all future agreements concluded under this business relationship, without requiring a new express agreement.

Unless expressly accepted by us, alternative terms and conditions of the Seller shall not be binding upon us even in the absence of an express rejection. Our terms and conditions shall apply even if we accept the Seller's delivery without reservation while being aware of conflicting or alternative terms and conditions of the Seller.

Any changes to our purchase terms and conditions shall be notified to the contractual partner in writing. They shall be deemed approved, unless objected to in writing by the contractual partner. The consequences shall be specifically pointed out in the notification. The objection must be sent to us within one month as of our notification of the changes to the contractual partner.

II. Contract Conclusion

Agreements shall be deemed concluded based on our order and order confirmation by the Seller.

We shall be bound to our written order for a period of two weeks. Only within such two-week period may the Seller accept our order by written notification. Agreements made orally or over the phone and any changes or amendments must be confirmed in writing to be effective. Upon expiry of the two-week period we shall no longer be bound to our order.

The written form requirement shall be deemed satisfied by the text form according to Sec. 326 b of the German Civil Code (BGB) (fax, e-mail).

Drawings, models, matrices, stencils, patterns and other documents that are part of the order shall remain our property. We reserve all copyrights to such documents. If the Seller does not accept our order in due time, such documents must be promptly returned to us in full. The Seller shall undertake not to let third parties inspect or dispose of such documents without our written approval or to deliver the products produced according to such documents, neither in raw or semi-finished or finished condition, to third parties without our written approval. The same shall apply to parts developed by the Seller with our considerable contribution. Third parties shall be deemed to also include such companies or individuals that are somehow involved with the distribution of our products.

III. Quantities

The quantities ordered by us must be complied with. Our written approval shall be required for all short shipments and overshipments that are not only insignificant. In case of scrap deliveries, only the delivered weight, as determined by means of our officially calibrated scales at our plant, shall be deemed to be the true weight.

IV. Prices, Payment, Passing of Risk, German Minimum Wage Law

Unless otherwise agreed in writing, all prices shall be deemed to include the packaging and shipping fees to our specified delivery address. All prices shall be deemed to include the statutory value-added tax, as applicable from time to time. If the goods are collected by us, we shall receive freight compensation at least in the amount of the applicable RKT-rate (RKT= fare regulations for motor vehicles).

Should the prices decrease by the time of delivery of the goods, the prices applicable at the date of shipment shall be charged. Price increases and price adjustments shall require our written approval, which must be obtained before dispatching the goods, at the latest. In case of significant price increases, we reserve the right to rescind the agreement.

We shall make payment, at our own option, either in cash, by way of bank transfer, by check or by discountable bill upon receipt of the complete shipment and upon receipt of the invoice. A 3 % cash discount shall be taken within 14 days, or payment shall be made net within 30 days.

We are fully entitled to all statutory set-off rights and rights of retention. We shall be entitled to assign all of our claims under the agreement without the Seller's consent. The Seller shall be obligated to promptly advise us of any assignment of claims under the agreement.

The risk shall pass to us only upon acceptance of the goods at the place, to which the goods are to be delivered according to our order.

The contract partner undertakes to pay the minimum wage legally required or determined in labour contracts to his employees. He discharges MeierGuss from any claims in the case that, contrary to this declaration, obligations resulting from the above-mentioned laws are not adhered to, especially from potential payment claims of employees.

V. Delivery

All deliveries shall be made to the place of delivery, or to the shipping address specified on our order, shipping and handling fees included.

Each delivery shall be accompanied by a verifiable delivery note. In case of third-party delivery, we shall be moreover provided in due time with a detailed dispatch note or copy of the delivery note. The delivery notes and dispatch notes must not include any pricing information.

VI. Terms of Delivery

The terms or dates of delivery that we have set shall be binding. The criterion for compliance with a deadline shall be the date of receipt of the goods by us. If no „free domicile“ delivery has been agreed upon, the timely provision of the goods for transportation purposes shall be decisive. If the Seller is late with delivery, we shall set a reasonable grace period and reserve the right to rescind the agreement and claim damages, without prejudice to any other statutory claims. If we accept a late delivery without reservation, this shall not constitute a waiver of our claims for compensation, unless the goods are fully paid by us. The Seller shall be obligated to promptly advise us of any foreseeable delays in delivery. If a delay in delivery is based on measures taken within the scope of labor disputes, congestions and disruptions, shortages in raw materials and energy shortfalls, late delivery by an upstream supplier or other events outside the Seller's intention and control, we shall reserve the right to rescind the agreement – including in part –, without this giving rise to claims for damages on the Seller's part. This shall not apply only if the impairment suffered by us is only insignificant.

VII. Receipt and Inspection of Incoming Goods

We shall be entitled to refuse acceptance of the goods in case of force majeure, disruptions, strikes and lockouts and other turmoils, and in the event of official orders, unless we are responsible for the above.

If the obstacles in terms of the above paragraph continue to exist for a period in excess of one month, we shall be entitled to rescind the agreement and reclaim any payments already made. If partial deliveries have already been made and if we have an interest in keeping the already made partial deliveries, the consequences of rescission shall be limited to such partial deliveries that have not been made yet.

Our inspection of the incoming goods shall be limited to possible damages caused during transportation, external defects and damages and to a departure from the quantities ordered.

We shall not be obligated to conduct any further examinations or inspections of the incoming goods.

Defects / damages that become visible during inspection of the incoming goods and any defects that become visible later on shall be notified to the supplier within 8 business days as of becoming aware of such defects / damages.

Any ongoing warranty period shall be interrupted by our notification of defects.

If and in as far as Sec. 377 of the German Commercial Code (HGB) provides for further inspection obligations, it shall be hereby excluded.

VIII. Warranty

1. The supplier shall provide an absolute warranty for his deliveries, as provided by law.
The supplier's warranty and responsibility shall not be limited by the fact that we have approved of the supplier's calculations, drawings, sample executions or the like.
2. The warranty period shall be 30 months as of our delivery of the goods to the customer, but no longer than 36 months as of delivery to us.
3. In the event of replacement delivery or rectification of already delivered parts, the warranty period shall start anew as of the date of such rectification or replacement delivery.
4. In case of imminent danger or great urgency, we shall be entitled to have the defects remedied at the Seller's cost and expense after prior notification of the Seller.
5. If a third party should claim damages from us due to a defect in the goods, for which the Seller is responsible, the Seller shall be obligated to indemnify us, at first request, from any and all third-party claims, incl. from the costs that are necessary to defend against such claims, if the cause lies within the Seller's domain and sphere of responsibility.
6. If claims are made on us under the provisions of the product liability act (under domestic or foreign law), the supplier shall indemnify us from such claims if the cause of the defect in the product lies within the product delivered by the supplier.
7. If claims are made on us by a third party because the Seller's delivery has violated a statutory third-party property right, the Seller shall undertake to indemnify us from such claims at first request, including from any and all expenses incurred in connection with such third-party claims and our defense against such claims. We shall not be entitled to accept such third-party claims and/or to conclude agreements on such claims with such third party without the Seller's written approval. The period of limitation in respect of such indemnification claims shall be three years as of the moment of becoming aware of claims made by a third party, but no more than 10 years as of delivery of the goods.

IX. Samples, Documents, Information, Tools

1. Information that we have clearly identified as confidential or whose need for confidentiality follows from the given circumstances may be made accessible to third parties only with our express approval.
2. Any molds, devices, tools or the like that have been provided to the supplier for producing the goods, shall remain our property. The supplier shall undertake to treat and keep such items with care, and he shall insure them against fire, water and theft. The contractual partner must not make such tools etc. accessible to third parties without our express approval. Such items must be returned to us at the end of the delivery agreement, without any right of retention on the supplier's part.
3. Any material provided to the supplier for producing the goods, shall remain our property. Any combination, processing or blending of such material shall be made on our behalf. In case of combination, processing or blending, we shall acquire title to the new item in proportion of the value of our items to the other items at the time of such processing or blending.

X. Use of external companies, safety instructions, expert personnel

The supplier / the external company is obligated to adhere to the relevant safety and process instructions for use of external companies when carrying out work at the client's premises. For the safety and process instructions for the use of external companies, please refer to downloads/safety instructions on our homepage: www.meierguss.de <<http://www.meierguss.de>> .

For activities requiring special expert know-how from the employees used according to currently valid legal requirements or other regulations, MeierGuss expects that this work be carried out by personnel with the corresponding qualifications.

XI. Reservation of Title

We shall accept a reservation of title possibly claimed by the supplier only if it is claimed as a simple reservation of title. An extended reservation of title shall have no validity whatsoever.

XII. Place of Jurisdiction, Place of Performance, Applicable Law

The place of performance and jurisdiction for deliveries and payments and for any and all disputes arising between us and the Seller under the agreements concluded shall be our place of business, if the Seller is a businessman in terms of the German Commercial Code.

Any and all agreements shall be subject only to German law, to the exclusion of the CISG.

XIII. Final Provisions

Should any of the provisions contained herein be or become ineffective, this shall not affect the remaining provisions. Any such invalid provision shall be replaced with a valid one which best reflects the meaning of the contractual regulation.

Please note that the supplier's data obtained within the scope of our business relationship will be processed by means of electronic data processing.

Status: September 2020