



MEVO Metzler GmbH GENERAL BUSINESS TERMS AND CONDITIONS

I. General:

1. All deliveries and performances, both now and in future, shall be based exclusively on these conditions and on any separately agreed contractual agreements. Any deviating purchasing conditions or general business terms and conditions of the ordering party which contradict these business terms and conditions shall be deemed invalid and shall not form any part of this contract on acceptance of the order. This is irrespective of the manner in which this has been brought to the attention of MEVO Metzler GmbH. Verbal agreements or purchasing conditions or any agreements or general business terms and conditions of the ordering party are valid only when confirmed by the management board of MEVO Metzler GmbH in writing.
2. Changes or additions to the order or secondary orders are valid only when expressly approved in writing by MEVO Metzler GmbH.

II. Offers, order confirmations, delivery notes, invoices, written requirement:

1. Offers of MEVO Metzler GmbH are non-binding until made binding by the express agreement in writing of a binding delivery date. The contract becomes binding with the written order confirmation of MEVO Metzler GmbH, who can notify the ordering party thereof by post, telefax or email, or by actual delivery of the ordered goods. Delivery notes shall be sent by email to the ordering party as prior notification. Invoices shall be sent exclusively to the email address stated by the ordering party. If the ordering party requires paper invoices, this shall be notified in good time.

III. Delivery dates:

1. The delivery dates stated on the MEVO Metzler GmbH order confirmation are "by dates". In other words, the goods may be delivered before the date stated. If delivery on a specific date is required; this shall be stated with the order.
2. If the delivery date is not met, the ordering party is entitled neither to cancel the order nor to claim damages for late delivery or non-delivery. MEVO Metzler GmbH deliveries shall not be deemed delayed until a period of grace of at least two weeks has passed. If delivery is not made by the end of this deadline, the ordering party, provided this is immediately declared in writing, may decline delivery at a later date or withdraw from the contract. In both cases MEVO Metzler GmbH is obliged to issue any payment due (but without interest). Damage claims are expressly excluded.
3. If the ordering party refuses to accept the goods on delivery or does not collect them at the agreed time, MEVO Metzler GmbH is entitled to impose a period of grace of eight days. If the deadline has passed without event MEVO Metzler GmbH may choose between the following options: a) Storage at the risk and cost of the ordering parties at the present location of the item and assertion of the contractual purchase price plus any costs or b) Withdrawal from the contract, wherein at least 25% of the sales price may be claimed as conventionally agreed damage compensation. The right to prove greater damage is reserved.

IV. Payments, exclusion of right of retention:

1. Payment deadlines shall be maintained by agreement. Excluded in any case is the right of retention of the ordering party of the entire payment or a portion thereof including if the ordering party asserts reduction or counter claims or asserts claims from guarantees or warranties. The ordering party has the right to retain payments or to offset against counter claims only inasmuch as its counterclaims are undisputed or legally acknowledged.

V. Payment arrears:

1. If the ordering party falls into payment arrears after accepting goods, MEVO Metzler GmbH may assert its right of title to the object of the purchase and reclaim the same. In addition the ordering party shall pay interest on arrears as stipulated by law; the right to assert further claims is reserved. The customer is particularly obliged in the event of payment arrears to pay any costs of an out of court settlement.



2. Payments can be offset from the earliest delivery, irrespective of which delivery they relate to. In the event of payment arrears on the part of the ordering party, MEVO Metzler GmbH – irrespective of other rights – is entitled to call in all outstanding invoices, and to withhold delivery until the agreed payment with guarantee of the still outstanding delivery date or, after a suitable period of grace, to withdraw from the contract and to demand compensation due to non-fulfilment. In the case of agreed instalments, the missing of one instalment automatically leads to acceleration of the payment balance.

3. Payment arrears entitle MEVO Metzler GmbH to demand return of the goods, to demand prepayment of goods still to be delivered, to draw on sureties provided and to withdraw from all outstanding contracts. The ordering party shall waive the assertion of compensation claims on the basis of withdrawal from outstanding contracts.

VI. Reservation of title:

1. All goods supplied by us remain the property of MEVO Metzler GmbH until payment of all debts from the business relationship (including interest, costs, expenses and the like). MEVO Metzler GmbH reserves the right to publicly assert its right of title to said goods. Payment arrears entitle MEVO Metzler GmbH to recall the goods at any time. In the event of seizure or other claim the ordering party is obliged to assert the right of title of MEVO Metzler GmbH and to notify MEVO Metzler GmbH thereof. The ordering party shall permit access to its operation or to the site at which its goods are held in storage at any time to agents of MEVO Metzler GmbH or to persons authorised by MEVO Metzler GmbH for the purpose of inspecting or collecting said reserved goods. Should the ordering party fall into arrears with its payment obligations, should bankruptcy proceedings be applied for or initiated against its assets, or not initiated due to cost-ineffectiveness, or should the customer infringe other contract duties, MEVO Metzler GmbH is entitled to demand the return of, or to collect or have collected the reserved goods and to enter the customer's premises for this purpose. If MEVO Metzler GmbH collects or has collected the reserved goods, the ordering party shall derive no claims from this and the ordering party shall also waive the assertion of any claims, for example, on the grounds of trespass.

VII. Statute of limitations:

1. All claims of the ordering party – on whatever legal grounds – expire in twelve months. In the event of malicious intent or gross negligence or claims according to the product liability law, the legal deadlines apply.

VIII. Applicable law, venue, pace of fulfilment, personal data:

1. All legal relationships between MEVO Metzler GmbH and ordering party are subject exclusively to Austrian law to the exclusion of the UN purchasing law.

2. The exclusive venue for all legal disputes is the local and competent Austrian court for the registered office of MEVO Metzler GmbH in 6867 Schwarzenberg. MEVO Metzler GmbH may at its discretion sue at the legal venue of the customer, its registered office or branch or at a location where it holds assets.

3. The place of fulfilment for all deliveries and payments is the registered office of MEVO Metzler GmbH, even if transfer takes place elsewhere by agreement.

4. MEVO Metzler GmbH is entitled to store and process electronically the personal data of the ordering party.

IX. SEVERANCE CLAUSE:

Should individual provisions of these general business terms and conditions be or become legally unworkable, this shall not affect the legal efficacy of the remaining provisions. In this case, and in the case that regulatory gaps are found, the ineffective or unworkable provision shall be replaced by an appropriate provision which as far as legally possible meets the original intent of the contract parties or which the contract parties would have wanted in commercial terms had they considered the point when reaching this agreement.

Date + Place

Authorised signature/s plus company stamp