

GENERAL TERMS AND CONDITIONS of MEA Bautechnik GmbH

Section I – General Provisions

§ 1 General Definition of Terms

- 1.1 In these General Terms and Conditions (“**General Terms and Conditions**”), MEA Bautechnik GmbH, Sudetenstraße 1, D - 86551 Aichach, Germany is referred to using the term “**User**”. The contracting partner of the User is the “**Client**”. The contractual relationship to be concluded is the “**Contract**”. The “**Website**” is the online shop under www.shop.mea-bausysteme.com and any other online shop of the User.
- 1.2 The object of the contractual obligations of the User, to the extent that these pertain to the sale and delivery of objects, is the “**Delivery**”. “**Services**” refer to all services toward the Client listed in the Contract, regardless of whether they are performed in conjunction with the Delivery of objects or separately.

§ 2 Validity of the General Terms and Conditions, written form, applicable law, jurisdictional venue, set-off, retention, severability clause

- 2.1 These General Terms and Conditions are in effect for all Services that the User provides for the Client, with the following conditions:
 - 2.1.1 The provisions in Section II. are only in effect toward Clients that are entrepreneurs (§ 14 of the *Bürgerliches Gesetzbuch* (the Civil Code, the “**BGB**”), legal entities under public law, or special funds under public law in the meaning of § 310 para. 1 sent. 1 BGB, if and to the extent that the Contract is not concluded through the website of the User or other telemedia offerings of the User.
 - 2.1.2 The provisions in Section III. are only in effect for Services of the User, if and to the extent that the Contract is concluded through the website of the User or other telemedia offerings of the User.
- 2.2 These General Terms and Conditions of the User always have sole validity; contradictory conditions of the Client or those that deviate from these General Terms and Conditions are hereby expressly rejected. These General Terms and Conditions are also in effect for all future business relationships, even if they are not expressly agreed upon once again.
- 2.3 All agreements made between the User and the Client for the purpose of executing the Contract must be recorded in written form, as well as changes and supplements to this Contract and waiver of this written form requirement. Oral agreements and additional agreements are only binding if they are confirmed by the User in written form.
- 2.4 Only the laws of the Federal Republic of Germany are in effect for all legal disputes between the Client and the User excluding the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of law is only in effect toward consumers to the extent that they do not contradict compulsory provisions in the law of the state in which the consumer has his habitual residence.

- 2.5 If the Client is a businessman, legal entity under public law, or a special fund under public law, the sole jurisdictional venue for all disputes arising from this Contract is the court responsible for the business headquarters of the User. However, the User is also entitled to sue the Client in his place of general jurisdiction. The same is true if the Client has moved his place of residence or habitual residence abroad, or his place of residence or habitual residence is unknown at the time the suit is filed.
- 2.6 A right of retention, right to withhold performance, or set-off is only permissible in the case of undisputed or legally determined counterclaims. The Client is also only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship. Assignment of claims by the Client is only permissible with the express consent of the User.
- 2.7 If a provision of these General Terms and Conditions is or becomes ineffective, impracticable, or incomplete, this shall not affect the effectiveness of the remaining provisions. The ineffective, impracticable, or missing provision shall be replaced by one that the parties would have reasonably agreed upon had they been aware of the ineffectiveness, impracticability, or incompleteness.

§ 3 Note regarding data protection

3.1 Credit assessment and scoring

If the User makes an advance outlay, such as when making a purchase on account, Creditsafe Deutschland GmbH or Bisnode D&B Deutschland GmbH shall provide the address and credit worthiness data of the Client saved in their databank (including data determined on the basis of mathematical-statistical procedures) to the User for the purpose of assessing credit worthiness, provided that the User has plausibly demonstrated a justifiable interest therein.

The User shall use the received information regarding the statistical probability of nonpayment for a considered decision regarding the initiation, implementation, or termination of the Contract.

The User will not save the inquiry in the databank of Creditsafe Deutschland GmbH or Bisnode D&B Deutschland GmbH. The interests of the Client that are worth being protected shall be taken into consideration pursuant to the legal provisions.

3.2 Data protection provisions

Personal data shall be fundamentally processed pursuant to the data protection law provisions and laws. The interests of the Client that are worth being protected shall be taken into consideration pursuant to the legal provisions during data processing and transmission.

Upon conclusion of the Contract, the Client declares that the data protection provisions of the User in the respective current version at <https://shop.meabausysteme.com/de/datenschutz.html> are in effect for him and that he permits the User to collect, transmit, secure, and save his personal data and other data pursuant to the provisions of the data protection guidelines. The data protection provisions shall be updated regularly.

§ 4 ODR Platform

The platform for out-of-court online dispute resolution (so-called ODR platform) of the EU Commission is available at <http://ec.europa.eu/consumers/odr/>.

§ 5 Note regarding the Consumer Dispute Resolution Act

MEA Bautechnik GmbH it is not obligated and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

Section II – Provisions for the conclusion of offline contracts

§ 1 Offers – offer documents - scope of performance

- 1.1 Offers of the User are always subject to change and nonbinding, if they are not expressly designated as binding in the individual case. The User is only bound to binding offers until the time stated in the offer. Otherwise, he is bound for a period of two weeks after the date of the offer.
- 1.2 The Delivery and/or Service - if the intent of the performance is the achievement of a certain economic success or the creation of works - must have the characteristics stated in the Contract. These quality characteristics conclusively stipulate the Delivery / Service. The User is entitled to change the characteristics unilaterally if this is done due to legal provisions or represents a technical improvement and the contractually prescribed use is not adversely affected by this.
- 1.3 The conformity of the materials and semi-finished goods provided by the Client with contractual specifications or submitted drawings and samples will only be checked by the User after prior express agreement with the Client. The Client is fundamentally personally responsible for the correctness and completeness of the documents and information to be provided by the User.
- 1.4 The Client shall receive all necessary documents for the fulfillment of the Contract (assembly and maintenance instructions, documentation, calibration and testing certificates, plans, etc.) in German, subject to an agreement to the contrary. Translations shall only be made at the express wish and expense of the Client and without accepting liability for the correctness and completeness of the translation.
- 1.5 The User retains all rights to drawings, patterns, samples, and other documents that are provided to the Client or third parties affiliated with him within the scope of the contractual negotiations or the Contract. These may not be made available to third parties and must be returned to the User without being requested and in whole if the order is not granted to the User. No copies or duplicates may be made without the prior consent of the User. Otherwise, section II, § 6 of these General Terms and Conditions is in effect.
- 1.6 Offers for Services involving (particularly graphic-construction) expenses for the design creation or in which technical measurements, recordings, or experiments must be conducted at the site of the Client will only be created by the User for compensation. If no agreement is reached regarding the amount of the remuneration, the Client owes the normal remuneration. The remuneration will be added to the purchase price if the Contract is concluded with the Client.

- 1.7 The Contract is considered to be concluded upon the declaration of acceptance by the User, usually the mailing of the order confirmation or unconditional beginning of the performance of Services by the User.

§ 2 Prices and price components

- 2.1 The prices of the User are “ex work”, subject to an agreement to the contrary.
- 2.2 Freight costs, value-added tax, and other costs immediately related to the implementation of the Contract, such as customs fees, demurrage, packaging, assembly, insurance, calibration fees, and other registration fees, unloading and reloading costs (“**Additional Costs**”) are not included in the price and must be additionally borne by the Client if these are actually incurred. These must be demonstrated by the User upon request. If nothing else is provided for in the Contract, all price information provided by the User is in Euro. The Client assumes the bank and currency risks.
- 2.3 The price is derived from the agreement of the parties, or, where this has not taken place in individual cases, from the current price lists of the User at the time the Contract is concluded. If the performance by the User takes place more than four months after the conclusion of the Contract pursuant to the Contract or for reasons that are not the fault of the User and the wage and material costs of the User change by more than 5% up or down in the meantime, the agreed-upon price shall change accordingly. Here, a wage and material share of 45% each and a fixed price share of 10% shall serve as the basis for the calculation of the price. If the price changes by more than 15% up or down, both the User and the Client are entitled to withdraw from the Contract. If, after the granting of the order, it is discovered that additional work is necessary for the proper performance of the order, the User will perform this additional work only after coordination with the Client and submit an appropriate additional offer to the Client. Delivery and performance deadlines that have been agreed upon as binding are extended accordingly in this case.
- 2.4 Otherwise, the “Incoterms” of the International Chamber of Commerce in Paris, in respective current version upon conclusion of the Contract are in effect as a supplementary provision.

§ 3 Payment conditions

- 3.1 Subject to differing agreements, payments are due immediately and without deduction. They are only considered to have been made starting with the day on which the User can dispose of the entire invoice amount, free of loss. The acceptance of checks, bills of exchange, letters of credit, etc. is reserved and our only accepted on account of performance. The Client is fully responsible for the interest, expenses, and costs associated with this.
- 3.2 The User is entitled to demand partial payments from the Client for partial Services performed.
- 3.3 If the Client is in default of payment or reasonable doubts arise with regard to his ability to pay after the conclusion of the Contract, the User is authorized to immediately call in all claims against the Client from the business relationship for payment and to demand the provision of security even before the fulfillment of the Contract and wholly or partially withhold any outstanding Services from this and

other contracts with the Client pending prepayment or the provision of security. Additional rights of the User, especially the right to wholly or partially withdraw from the existing contracts with the Client, remain unaffected.

- 3.4 For the duration of the default of payment, the User shall apply default interest, while reserving the right to assert additional damage caused by delay, starting on the day payment was due, pursuant to § 288 para. 2 BGB. Both contracting partners reserve the right to prove a lesser or greater damage.

§ 4 Delivery deadlines, delivery and acceptance, risk assumption

- 4.1 Delivery dates and deadlines are non-binding, if no binding delivery date or deadline has been agreed-upon in written form. If the User is in arrears with the Delivery / Service, the Client can set an appropriate additional deadline, which must usually be at least four weeks. After the expiration of this deadline, the Client is allowed to withdraw from the unfulfilled portion of the Contract, if fulfillment is no longer of interest to him. No withdrawal is possible if the User has begun Delivery / Service upon expiration of the additional period. Damage claims of the Client only exist pursuant to Section II. § 8 of these General Terms and Conditions.
- 4.2 If exceptionally a delivery deadline or a date has agreed upon as being binding in individual cases, the following is in effect:
- 4.2.1. Deadlines / dates are no longer binding if the scope of performance changes or expands after conclusion of the Contract.
- 4.2.2. Deadlines begin at the earliest upon payment of the agreed-upon advance payments and the fulfillment of the Client's other duties to cooperate.
- 4.2.3. A deadline has been met when the Service has begun by the time it expires.
- 4.2.4. Deadlines are extended appropriately in case of conditions that are not the fault of the User and in case of all kinds of force majeure (e.g. in case of unforeseeable malfunctions, traffic or shipping disruptions, fire damage, floods, unforeseeable shortages of power, energy, raw materials, or auxiliary materials, subsequent material bottlenecks, import and export restrictions, strikes, lockouts, official decrees, epidemics, armed conflicts, upheavals, and similar unforeseeable events, which subsequently make performance more difficult or impossible for the User or his suppliers or shippers) by the time of the hindrance plus an appropriate restart period. The Client will be immediately informed of these hindrances to performance. The hindrances to performance in sentence 1 are also not the fault of the User if these occur when he is in arrears.
- 4.2.5 If the User is not able to perform for a period of 6 months due to the aforementioned events, each of the contracting partners is entitled to withdraw from the not yet performed portion of the Contract. Already performed counter-performances must be reimbursed, if these do not pertain to already performed partial deliveries.
- 4.2.6 Otherwise, Section 4.1 sentences 2 to 4 above are in effect.
- 4.3 The place of delivery and performance is fundamentally the factory or the delivery warehouse of the User ("**ex works**"). If the Services are delivered "ex works", the risk of loss is transferred to the Client at the time that the User informs the Client that the Service is ready to be picked up. The Client is obligated to make up the Service within seven days after receipt of the notification of provision.

- 4.4 If shipment or pickup of the Service is delayed for reasons which are not the fault of the User by more than one month from the date of the notification of provision, the User is entitled to store the Service at the expense and risk of the Client at his own discretion. If the User stores the Service, he is entitled to charge the Client 0.5 % of the net purchase price per month of storage or part thereof, whereas the Client reserves the right to prove a missing or lesser damage. In case of third-party storage, the Client shall bear the actual storage costs. Otherwise, No. 4.5. below is in effect accordingly for default in acceptance by the Client.
- 4.5 If the Client refuses to accept the Service even after the expiration of an appropriate subsequent deadline (default in acceptance), the User is entitled to withdraw from the Contract and demand reimbursement of damages, notwithstanding additional claims. Here, the User is entitled to demand 20% of the agreed-upon net purchase price as a lump sum reimbursement for damages without demonstrating damages, unless the Client proves that no damages were incurred or only a lesser damage.
- 4.6 If the User ships the Service at the request of the Client, the risk of loss is transferred to the Client on the date that the Service is ready for shipment, but no later than the date it is given to the carrier.
- 4.7 The User is entitled to perform partial Services under appropriate consideration for the interests of the Client.
- 4.8 If inspection is agreed-upon in the individual case or is legally required due to the Service, the Client is obligated to perform this within seven calendar days after notification of completion by the User. If the Client does not inspect the Service for reasons for which he is responsible, Sections 4.4 and 4.5 above are in effect accordingly.

§ 5 Reservation of ownership

- 5.1 The User reserves the ownership to all Deliveries until the Client has paid all claims from the business relationship, especially including any current account balance (goods subject to retention of title).
- 5.2 The Client must treat the goods subject to retention of title with care. He is obligated to sufficiently ensure the goods subject to retention of title at his own expense against fire, water, and theft damage at the gross value of the goods and hereby assigns his claims for compensation from these insurance policies in the amount of the gross value of the goods to the User by way of security, who hereby accepts this.
- 5.3 The Client is entitled to sell the delivered goods in the proper course of business, as long as he is not in default of payment or violating another major contractual obligation. If the goods subject to retention of title are sold by the Client, he may only deliver the goods subject to retention of title to his customers with an effectively agreed-upon reservation of ownership pending full payment (extended reservation of ownership), whereas the current account reservation agreed upon in No. 5.1 is not in effect for the extended reservation of ownership. At this time, the Client assigns the entirety of his claims or other remuneration claims against his customers from this sale to the User. The assignment is hereby accepted. In case of the processing, combination, blending, and/or mixing of the goods subject to retention of title, the claims are only assigned in the ratio of the gross value of the goods to the value of the third-party goods that were also sold. Even after the assignment, the Client is still authorized to collect the claim. The authorization of the User to collect the claim

himself remains unaffected by this, but the User will not collect the claim as long as the Client properly meets his payment obligations and other major contractual obligations.

- 5.4 Processing, combination, blending, and/or mixing of the goods subject to retention of title by the Client is always performed for the User, without the latter being obligated thereby. If processing, combination, blending, and/or mixing is performed with objects that do not belong to the User, the User becomes a co-owner of the new object in proportion of the gross value of the goods subject to retention of title to the other objects at the time of processing, combination, blending, and/or mixing. If the Client obtains sole ownership of the new object, it is agreed that the Client will assign co-ownership to the User in accordance with the gross value of the goods, which the User hereby accepts. If the Client comes into possession of the new object, he will store the goods to which he has sole or co-ownership for the User. Storage by the Client shall be free of charge. Otherwise, the same rules that exist for goods delivered under retention of ownership apply for goods created through processing, combination, blending, and/or mixing.
- 5.5 If the goods subject to retention of title or objects manufactured from these are installed in the property of a third party so that the goods subject to retention of title are a major component of the property, the Client hereby assigns the claims of the Client against its customer in the amount of the gross value of the goods to the User by way of security instead of the property rights to the goods subject to retention of title. The User hereby accepts this.
- 5.6 The Client is not permitted to pledge or assign as security the goods subject to retention of title. The goods subject to retention of title must be expressly excluded from the assignment of entire warehouse stocks as security. The User is obligated to release securities at the request of the Client, to the extent that the value of the securities exceeds the value of the claims to be secured by more than 20%.
- 5.7 In case of third-party access to the goods subject to retention of title, the Client will point out the ownership of the User and immediately inform the User. The Client is responsible for expenses and damages.
- 5.8 Authorization to resell the goods subject to retention of title and to collect the Client claims is automatically rescinded in case of default in payment or an insolvency application against the assets of the Client. The Client is obligated to disclose the assigned claims and their debtors upon request and to disclose all necessary information for collection and to surrender the related documents, particularly the business records.
- 5.9 In case of default of payment or another violation of a major contractual obligation by the Client, the User is entitled to repossess the goods subject to retention of title or to demand the assignment of the rights of surrender and to use the goods subject to retention of title. The utilization proceeds shall be credited against the obligations of the Client, minus the utilization costs. The Client reserves the right to prove that the utilization resulted in inappropriately high costs. Repossession and pledging of the goods subject to retention of title does not – if §§ 488 to 507 BGB are not applicable – constitute a withdrawal from the Contract. The provision above is also applicable if the Client wholly or predominantly ceases his business activities for a period of more than 6 weeks, regardless of the reason for the cessation.
- 5.10 If the goods subject to retention of title are delivered to a location outside of the Federal Republic of Germany or brought to such a location by the Client, the following

primarily applies with regard to the provisions above: The Client shall ensure that the retention of ownership is effectively protected in the country in which the goods subject to retention of title are located or to which they are taken. If certain actions are necessary for this (e.g. a special marking or a local registration), the Client will perform this on behalf of the User at his expense. If the cooperation of the User is necessary, the Client will inform the User immediately. In addition, the Client will also inform the User of all major circumstances that are of importance for the most extensive protection of the property of the User. He will especially provide all documents and information that are necessary for the assertion of the rights with regard to ownership. The provisions in this No. are in effect accordingly, even if no retention of ownership can be effectively agreed upon pursuant to the legal system in the location where the goods subject to retention of title are located, for the creation of a legal position, which protects the interests and claims of the User in a similarly effective manner or in another suitable manner, to the extent that this is legally possible.

§ 6 Confidentiality, property rights, and copyrights

- 6.1 The Client is obligated to always treat all (not obvious) technical, economical, and personal processes and relationships of the User or a group-affiliated company of the User, of which he becomes aware in conjunction with the Contract, its offers, additional Services, discussions, and information, as company or business secrets of the User, to maintain confidentiality with regard to this, and to ensure that third parties (including family members and employees not involved with the matter) do not obtain unauthorized knowledge of this from him. The confidentiality obligation remains in effect even after the termination of the Contract.
- 6.2 The User retains ownership and the exclusive copyrights and exportation rights of all documents (e.g. written documents, plans, drawings, calculations, illustrations, patterns, samples, models, constructions) and confidential concepts and ideas that are provided to the Client or paid for by the User, pursuant to § 5. These documents, concepts, and ideas may not be given to third parties or otherwise made accessible without prior consent. It is only permissible to copy such documents within the scope of the requirements of the Contract and under consideration of the copyright provisions and the simple license granted by the User after the transfer of ownership. The documents must be returned in their entirety upon request at any time if the Client does not need the documents (any longer) to fulfill the Contract or to use the Service. Third parties who properly come into contact with the documents, concepts, and ideas shall be obligated by the Client accordingly. No right of retention may be exercised on the documents.
- 6.3 If the Client culpably violates his obligation from No. 6.1 or 6.2, he must pay a contractual penalty of 5% of the agreed-upon net order remuneration as a lump sum reimbursement for damages for each individual case of violation, unless the Client proves that the User suffered no damage or lesser damage. Additional claims of the User remain unaffected.

§ 7 Inspection and examination obligation, liability for material defects

- 7.1 Obvious defects, incorrect deliveries, or amount deviations must be immediately reported to the shipper and the User must be notified of this in writing immediately upon receipt or inspection of the Service. Hidden defects must be reported

immediately upon determination (notification of defect). If the Client fails to report it in good time, the Service is considered to have been authorized and accepted. For Clients who are businessmen within the meaning of the *Handelsgesetzbuch* (the Commercial Code, the "**HGB**"), § 377 HGB it is also in effect.

- 7.2 After the notification of defect, the Client must immediately grant the User the necessary time and opportunity for inspection. In case of an unwarranted notification of defect, the Client shall bear the expenses caused by the inspection.
- 7.3 The User can refuse to eliminate the defects if the Client does not fulfill his obligations toward the User. The assertion of warranty claims and respective rights to refuse performance and rights of retention of the Client pursuant to No. I, No. 2.6 remain unaffected by this.
- 7.4 In case of a justified notification of defect of the Client, he has a right to two free repairs or to replacement delivery / new manufacture at the discretion of the User. If the second repair or replacement delivery / new manufacture is not successful within a reasonable period of time, the Client has legal rights, with the provision that the Client is only entitled to withdraw from the Contract if and to the extent that the Service has not yet been installed as a major component of a property. In this case, the Client is only entitled to reduce the purchase price. In case of a minor defect, the right to supplementary performance does not apply. § 8 of these General Terms and Conditions below is in effect for claims for damages.
- 7.5 The warranty of the User does not apply if the defect is unimportant or based on the fact that the Service was improperly stored, assembled, set up, commissioned, used, operated, changed, repaired, insufficiently maintained, excessively stressed, or connected to unsuitable parts or installed in such parts by the Client or third parties. The warranty also does not apply in case of defects caused by the use of unsuitable equipment and replacement materials, by defective construction work of the Client or third parties, unsuitable building sites, or due to chemical, electrochemical, or electrical factors. Sentence 1 and Sentence 2 do not apply if and to the extent that the Client proves that the defect was still caused by the Service of the User.
- 7.6 Claims of the Client due to a defect expire after one year, starting from the date of acceptance / delivery. Notwithstanding Sentence 1, the legal statutes of limitations are in effect for defects in Services that pertain to construction materials, construction components, a structure, or planning and monitoring services for a structure.
- 7.7 The statute of limitations does not begin again if a replacement delivery is made within the scope of liability for defects. The rights of the Client from §§ 478, 479 BGB remain unaffected by this.
- 7.8 Notwithstanding No. 7.6, § 8 of these General Terms and Conditions below has sole application for damage claims of the Client.

§ 8 Returns

- 8.1 Goods delivered by the User can only be returned if they are not soiled and/or damaged and are properly palletized and secured. The goods must be in re-salable condition.
- 8.2 The Client has no fundamental claim to return.
- 8.3 Special components / special orders cannot be returned.

- 8.4 Only goods from the current delivery program of the User are fundamentally returnable and only after written confirmation of the return by the User.
- 8.5 The User shall charge an amount of 30% of the net value of the goods as a processing fee for incoming goods inspection and restocking, but at least 120.00 Euro. Return deliveries must be freight prepaid for the User to the respective point of delivery of the original Client order. The risk is transferred at the ramp of the User.
- 8.6 If the returned goods are not received by the User in a salable condition, the Client is obligated to assume any reprocessing fees or disposal costs.

§ 9 Liability, claims for damages

- 9.1 No claims for damages of the Client that arise directly or indirectly in conjunction with the Service of the User may be exercised, regardless of legal reason.
- 9.2 This exclusion of liability is not in effect in case of a violation of a major contractual obligation (cardinal obligation). Cardinal obligations are obligations whose fulfillment makes the proper implementation of the Contract possible at all and the compliance of which the contracting partner regularly relies upon and may rely upon, meaning rights and obligations that are guaranteed by the content and purpose of the Contract. In this case, the liability of the User is limited to damages typical for the Contract. Damage claims of the Client, which are based on contractual penalty claims of the customers of the Client, are in no way foreseeable and typical for the Contract in the sense above.
- 9.3 The exclusions and limitations of liability above are not in effect for damages resulting in injury to life, limb, or health, which are caused by an intentional or negligent violation of an obligation by the User or by a legal representative or agent. The exclusions and limitations of liabilities are also not in effect for other damages that are due to intentional or grossly negligent violation of obligations by the User or one of his legal representatives or agents or if the damage was caused by malicious nondisclosure. In addition, claims pursuant to the product liability act are also unaffected.

Section III – Special provisions for the conclusion of online contracts

§ 1 Area of validity

- 1.1 The provisions of this Section are in effect for consumers within the meaning of § 13 BGB as well as for entrepreneurs within the meaning of § 14 BGB for all contracts, deliveries, and other services, if and to the extent that the Contract is concluded through the website of the User or other telemedia offerings of the User.
- 1.2 A consumer is any natural person, who concludes a legal transaction for purposes that primarily cannot be attributed to his commercial or freelance work.
- 1.3 An entrepreneur is a natural or legal person or a partnership with legal capacity, who is acting in the exercise of his commercial or freelance work when concluding a legal transaction.
- 1.4 Clients within the meaning of this Section are both consumers and entrepreneurs.

§ 2 Conclusion of a contract

- 2.1 The offers of the User on the website represent legally nonbinding offers and serve as an invitation to submit an offer (invitatio ad offerendum).
- 2.2 The Client has the opportunity to select the services listed on the website of the User by clicking on them, to place them in a shopping cart, and to thus create an order. The offer of the Client regarding the goods contained in the shopping cart is created by clicking on the “order for a fee” button after going through the ordering procedure. After submitting his order, the Client is immediately informed via email of the receipt of the order (order confirmation). This order confirmation also contains these General Terms and Conditions and the legal Client information.
- 2.3 The purchase contract is not created upon receipt of the order confirmation, but only when a delivery notice is sent by the User or the goods are delivered. If an order is placed and paid for by means of PayPal or advance bank transfer, the order is accepted upon payment prompt during checkout. If payment is not made by means of PayPal or advance bank transfer, the User is entitled to accept the contract offer in the order within 5 working days or to refuse the acceptance of the order without giving reason.

§ 3 Right of cancellation for consumers

- 3.1 If the Client is a consumer, the following applies:

Cancellation policy for the right of cancellation

You have the right to cancel this Contract within fourteen days without giving reason.

The cancellation period is fourteen days from the day on which you or a third party designated by you who is not the shipper received the goods. If you ordered several items in one order, which are delivered separately, the cancellation period is fourteen days from the day on which you or a third party designated by you who is not the shipper received the last item. If the goods are delivered in several partial deliveries or pieces, the cancellation period is fourteen days from the day on which you or a third party designated by you who is not the shipper received the last partial delivery or the last piece.

In order to exercise your right of cancellation, you must notify us of your decision to cancel this Contract at

MEA Bautechnik GmbH

Sudetenstraße 1, D - 86551 Aichach, Germany

Fax: +49 (0) 8251 91-1852

email: onlineshop.bs@mea.de

by means of a clear declaration (e.g. a postal letter, fax, or email). You can use the attached sample cancellation form for this purpose, but this is not required.

In order to comply with the cancellation deadline, it is sufficient for the notification of the exercise of the right of cancellation to be sent before the expiration of the cancellation period.

Consequences of the cancellation

If you cancel this Contract, we must return to you all payments that we received from you, including delivery costs (with the exception of Additional Costs resulting from the fact that you have chosen another type of delivery than the most reasonably priced standard delivery offered by us) immediately and no later than within fourteen days from the day on which the notification of your cancellation of this Contract was received by us. We will use the same means of payment for this repayment that you used in the original transaction, unless something else has been expressly agreed upon with you. We will in no case charge you a fee for this repayment. We can refuse repayment until we have received the goods again or until you have proven that you have returned the goods, whichever comes first.

You must send back or return the goods to us immediately and in any case no later than fourteen days from the day on which you informed us of the cancellation of this Contract. The deadline has been met if you ship the goods before the expiration of the deadline of fourteen days. You shall bear the immediate expenses for the return of the goods.

You must only pay for any loss in value of the goods if this loss in value is due to handling of the goods beyond what was necessary to ascertain the condition, characteristics, and function of the goods.

End of the cancellation policy

3.2 The right of cancellation does not exist for articles that are custom made to customer specifications.

3.3 In case of a cancellation, the Client shall bear the costs for the return of the goods.

§ 4 Prices, shipping costs, payment conditions

4.1 All payment obligations are due in Euro. All prices are final prices and especially include the respective legally valid value-added tax.

4.2 Unless stated otherwise, the delivery and shipping costs are not included in the prices. The incidental delivery and shipping costs are listed in the electronic order process as a flat shipping rate. Costs for packaging already included in the listed flat shipping rate.

- 4.3 The Client can pay for the Services of the User (i) via advanced bank transfer (“payment in advance”) or (ii) on account or (iii) by means of PayPal, whereas only payment by means of PayPal results in additional fees that are listed during the ordering process. The claim of the User to remuneration is due in full upon conclusion of the Contract when purchasing on account and must be paid within 14 days. When purchasing by means of PayPal or payment in advance, the claim to remuneration must be paid within seven days. It is only considered to have been fulfilled on the day on which the User can dispose of the entire invoice amount free of loss.
- 4.4 If the Client is in default of payment or reasonable doubts arise with regard to his ability to pay after the conclusion of the Contract, the User is authorized to wholly or partially withhold any outstanding Services from this and other contracts with the Client. Additional rights of the User remain unaffected by this.

§ 5 Delivery and transfer of risk

- 5.1 The User will ship the Service to the delivery address listed in the order of the Client. The goods will be shipped to the Client within one week (i) of the time the money is received or has been unreservedly credited to the account of the User when paying by advance payment (ii) when paying by invoice within 5 days of the mailing of the invoice by the User (iii) when paying by means of PayPal after receipt of the release by PayPal, unless the User informs the Client otherwise with the contract confirmation.
- 5.2 The User is entitled to partial performance under appropriate consideration of the interests of the Client. If partial deliveries are made, the Client will not be charged for additional shipping costs beyond the one-time flat shipping rate.
- 5.3 If the Client is a consumer, the risk of accidental loss and accidental deterioration of the goods is transferred to the consumer upon transfer of the goods. If the Client is an entrepreneur, the risk is transferred to the shipper, the carrier, or other person or institution tasked with implementation upon shipping of the goods. If the Client delays in accepting the goods, the transfer shall still be deemed to have taken place.

§ 6 Delivery delays

- 6.1 If the Client is an entrepreneur, the provisions in Section II, Nos. 4.1 and 4.2 are in effect accordingly for delivery delays by the User.
- 6.2 If the Client is a consumer, the User is entitled to withdraw from the Contract if he is not able to deliver the ordered goods through no fault of his own, because the sub-supplier has not fulfilled his contractual obligations or if the goods ordered by the Client will not be available for a period of at least one month due to force majeure. In case of delivery difficulties of this nature, the User will immediately inform the Client. In case of a withdrawal pursuant to this item, the User will immediately reimburse the Client for any payments already made. Additional legal claims of the Client remain otherwise unaffected.

§ 7 Retention of ownership

- 7.1 If the Client is an entrepreneur, Section II. § 5 is in effect accordingly.

7.2 If the Client is a consumer, the User retains ownership of the Service pending complete payment of the total price.

§ 8 Warranty

8.1 If the Client is an entrepreneur, Section II. § 7 is in effect for the warranty of the User.

8.2 If the Client is a consumer, the legal provisions are in effect with regard to warranty.

§ 9 Liability, damages

9.1 Section II, § 8 is applicable for the liability of the User with regard to damages toward a Client, who is an entrepreneur.

9.2 If the Client is a consumer, the User is liable pursuant to the legal provisions, to the extent that liability is not excluded by the following provisions.

9.2.1 Liability for slightly negligent violation of obligations is excluded, unless damages resulting in injury to life, limb, or health or guarantees or warranties pursuant to the product liability act are affected. Liability for the violation of obligations whose fulfillment makes the proper implementation of the Contract possible at all and the compliance of which the contracting partner regularly may rely upon also remain unaffected (contractual obligations).

9.2.2 The provisions of No. 9.2 are also in effect for violations of obligations by agents of the User.

Status: July 2017