

Mebus MIM-Technik GmbH

General terms and conditions

1. Scope

All deliveries and the associated services are exclusively subject to these terms and conditions of sale. Any reference by the buyer to their own terms and conditions is hereby expressly rejected. These terms and conditions of sale shall also apply to all future transactions. Deviations from these terms and conditions require the express written acknowledgment of the seller.

2. Offer and Acceptance

The seller's offers are non-binding and are to be understood as an invitation to the buyer to make an offer to purchase to the seller. The contract is concluded upon the buyer's order (offer) and the seller's acceptance. If the seller's acceptance deviates from the order, it is considered a new, non-binding offer from the seller.

3. Product Specifications, Samples and Models, Warranties

3.1 Unless otherwise agreed, the specifications of the product are exclusively determined by the seller's product specifications.

Identified uses of the product under the European Chemicals Regulation REACH do not constitute an agreement of corresponding contractual product characteristics nor an intended use under the contract.

3.2 Characteristics of samples and models are only binding if explicitly agreed as characteristics of the product.

3.3 Quality and durability descriptions or other declarations are only warranties if explicitly agreed upon and designated as such.

4. Consultation

If the seller provides consultation services, this is done to the best of their knowledge. Information and advice regarding the suitability and application of the product do not release the buyer from conducting their own tests and trials.

5. Prices

If the seller changes their prices or payment terms generally between the conclusion of the contract and delivery, the seller is entitled to apply the prices or payment terms valid on the delivery date. In the case of a price increase, the buyer is entitled to withdraw from the contract within 14 days after being notified of the increase.

6. Delivery Conditions

Delivery is made in accordance with the trade terms specified in the individual contract, which are interpreted based on the INCOTERMS in effect at the time of the contract's conclusion.

7. Transport Damages

Complaints regarding transport damages must be reported by the buyer directly to the transport company with a copy sent to the seller within the specified special deadlines.

MEBUS MIM-TECHNIK GMBH

Ein Unternehmen
der Acrotec Gruppe

KONTAKTDATEN

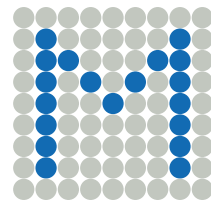
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BANKVERBINDUNG

Volksbank Pur
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SWIFT Code: GENODE61KA1

GESCHÄFTSFÜHRER

Pouya Moghimian, Artur Kessler
Frank W. Herzog, Sébastien Vittel
HRB 50 58 17 Amtsgericht Mannheim
USt-IdNr: DE814375360



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8. Compliance with Legal Regulations

Unless otherwise agreed in individual cases, the buyer is responsible for complying with legal and official regulations regarding the import, transport, storage, and use of the product.

9. Payment Default

9.1 Non-payment of the purchase price when due constitutes a fundamental breach of contractual obligations.

9.2 In the event of payment default by the buyer, the seller is entitled to claim default interest. For invoices in euros, this amounts to 8 percentage points above the base rate announced by the German Federal Bank at the time of default; for invoices in other currencies, 8 percentage points above the discount rate of the central bank of the respective country.

10. Buyer's Rights in Case of Defects

10.1 Defects that can be identified through proper inspection must be reported to the seller within four weeks of receipt; other defects must be reported within four weeks of their discovery. Reports must be made in writing, specifying the nature and extent of the defects.

10.2 If the product is defective and the buyer has duly notified the seller in accordance with clause 10.1, the buyer is entitled to legal remedies with the following provisions:

- a) The seller has the right to choose between remedying the defect or delivering a defect-free product (subsequent performance).
- b) The seller reserves two attempts for subsequent performance. If subsequent performance fails or is unreasonable for the buyer, the buyer may withdraw from the contract or demand a price reduction.
- c) Claims for damages or reimbursement of futile expenses due to defects are subject to clause 11.

10.3 Buyer's claims for defects expire after one year from the delivery of the product, with statutory limitation periods applying in the following cases:

- a) In cases of intentional misconduct.
- b) In cases of fraudulent concealment of a defect.
- c) For claims regarding products that are used for buildings and cause their defectiveness.
- d) For claims due to damages from injury to life, body, or health caused by negligence of the seller or its agents.
- e) For other damages caused by gross negligence or willful misconduct of the seller or its agents.
- f) In cases of recourse claims under consumer goods regulations.

11. Liability

11.1 The seller is liable for damages in accordance with statutory provisions. For slight negligence in breaching essential contractual obligations, liability is limited to foreseeable, typical damages. For slight negligence in breaching non-essential contractual obligations, liability is excluded. These limitations do not apply to damages resulting from injury to life, body, or health.

11.2 The seller is not liable for the impossibility or delay in fulfilling delivery obligations due to the proper compliance with public legal obligations related to the European Chemicals Regulation REACH, initiated by the buyer.

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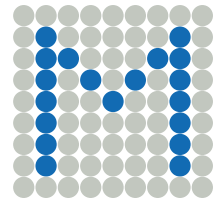
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12. Offsetting

The buyer may only offset claims against the seller with undisputed or legally established counterclaims.

13. Security

In case of justified doubts about the buyer's financial solvency, especially in the case of payment arrears, the seller may revoke granted payment terms and make further deliveries dependent on advance payments or other securities.

14. Retention of Title

14.1 The product remains the property of the seller until full payment of the purchase price.

14.2 The seller may reclaim the product based on the retention of title even without withdrawing from the contract.

15. Force Majeure

If events and circumstances beyond the seller's control (e.g., natural disasters, war, strikes, shortages of raw materials and energy, transportation or operational disruptions, fire and explosion damage, official orders) reduce the availability of the product, making it impossible for the seller to meet contractual obligations (considering other internal or external delivery obligations), the seller is released from contractual obligations for the duration and extent of the disruption and is not obligated to source the product from third parties. If such events last longer than three months, the seller is entitled to withdraw from the contract.

16. Payment Location

Regardless of the location of delivery of the product or documents, the place of performance for payment obligations is the seller's registered office.

17. Receipt of Declarations

Notifications and other declarations required to be made to a party become effective when received by that party. If a deadline must be observed, the declaration must be received within the deadline.

18. Jurisdiction

The place of jurisdiction is the seller's registered office or, at the seller's discretion, the general jurisdiction of the buyer.

19. Governing Law

The contractual relationship is governed by the law applicable at the seller's registered office, including the United Nations Convention on Contracts for the International Sale of Goods (CISG), irrespective of whether the buyer is located in a CISG member state.

20. Contract Language

If these general terms and conditions are provided to the buyer in a language other than the contract language, this is solely for convenience. In case of interpretation discrepancies, the text in the contract language prevails.

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