



# Terms and Conditions

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## Meier-Brakenberg GmbH & Co. KG

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Legal form: Limited partnership  
Register court: Lemgo HRA 4644  
Pers. Liable partner: Meier-Brakenberg Verwaltungs GmbH  
Register court: Lemgo HRB 6524  
Managing director: Wolfgang Meier, Marc Piechnik  
Headquarters: Brakenberg 29 • 32699 Extertal, Germany

### § 1 Scope

These General Terms and Conditions apply to the entire business relationship. Changes and amendments must be made in writing. Deviating General Terms and Conditions of Business shall only become part of the contract if acknowledged by us in writing or in text form and such acknowledgement always refers only to the individual transaction.

### § 2 Offer and Conclusion of Contract

Our offers and cost estimates are always non-binding and subject to change. For the conclusion of a contract, an order confirmation in text form at least is generally required.

### § 3 Transferred documents

We reserve the property rights and copyrights to all documents, such as calculations, drawings etc., provided to the customer in connection with the initiation of the contract and the placing of the order. These documents must not be made available to third parties unless with our express written consent. If no contract is concluded, these documents must be returned immediately.

### § 4 Prices and terms of payment

The prices quoted are ex works excluding packaging and plus value added tax at the current rate. The costs of packaging will be invoiced separately. Our service is payable within a period of 7 days after the date of the invoice. The contractual partner shall not be entitled to withhold a discount, unless expressly agreed. If the payment date resulting from the invoice and this regulation is exceeded, the customer is automatically in default. Resulting legal consequences shall be determined in accordance with the statutory provisions.

### § 5 Offsetting and rights of retention

The customer is only entitled to offsetting if his counterclaims have been legally established or are undisputed. The customer shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

### § 6 Place of performance / Passing of risk on shipment

Place of performance of the contractual services is 32699 Extertal (Germany).  
If the goods are shipped to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory/warehouse. This applies regardless of whether the goods are dispatched from the place of performance or who bears the freight costs.

## **§ 7 Retention of title**

(1) We reserve the right of ownership of the delivered goods until full payment of all claims arising from the contractual relationship. This also applies to all future deliveries, even if we do not always expressly refer to the aforementioned. We are entitled to take back the goods if the customer acts contrary to the contract.

(2) The customer is obliged, as long as the ownership has not yet been transferred to him, to treat the item(s) with care. In particular, he is obliged to insure them sufficiently at replacement value at his own expense against theft, fire and water damage. As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or exposed to other interventions by third parties.

(3) The customer shall be entitled to resell the reserved goods in the normal course of business. The customer hereby assigns to us the claims against the third party arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including value added tax). This assignment applies regardless of whether the item has been resold without or after processing. The customer remains entitled to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and in particular no application for the opening of insolvency proceedings has been filed or payments have been suspended. If one of the aforementioned cases occurs, the customer undertakes to disclose the address of the third party for the purpose of collection of the claim by Meier-Brakenberg.

(4) The treatment and processing or transformation of the item by the customer is always carried out in our name and on our behalf. In this case, the customer's expectant right to the object of purchase shall continue in the transformed object. If the object is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion to the objective value of our object to the other processed objects at the time of processing. The same applies in the event of combination.

Insofar, as the combination is carried out in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer shall transfer proportional co-ownership to us and shall keep the sole ownership or co-ownership thus created for us. In order to secure our claims against the customer, the customer also assigns to us such claims which accrue to him against a third party through the connection of the reserved goods with real estate. We accept this assignment already now.

## **§ 8 Warranty**

(1) The customer's claims for material defects shall become time-barred two years after delivery/acceptance. Deviating from this, a warranty period of one year shall apply if the customer is a legal entity under public law, a special fund under public law or an entrepreneur (§ 14 BGB German Civil Code), who is acting in the exercise of his commercial or self-employed professional activity when concluding the contract. If there is a contract of sale, if the purchased item is used and if the buyer is not a consumer (§ 13 BGB German Civil Code), the warranty is excluded. These exclusions or reductions do not apply if the defect was caused by intent or gross negligence or if liability is mandatory by law, or if the defect results in injury to life, body or health.

(2) The warranty is provided in accordance with the statutory provisions. If defects are found, the customer is obliged to report them immediately. The notification must be made in text form. If the customer is not a consumer, Meier-Brakenberg is entitled to exercise its own right of choice with regard to rectification of defects or subsequent delivery.

(3) Should the customer's warranty claim prove to be unjustified due to the absence of a warranty defect, the customer is obliged to bear the costs incurred for the alleged removal of the defect.

## **§ 9 Guarantee**

Unless otherwise agreed in writing, Meier-Brakenberg does not grant any guarantee commitments or assurances in legal terms outside existing legal warranty regulations.

## **§ 10 Liability limitation**

Claims for compensation, irrespective their legal reasons, in particular consequential damage as well as compensation for loss of profit, are excluded unless the damage is caused by intent or gross negligence or subject to compulsory statutory liability. This liability limitation shall also not apply in the event of injury to life, body or health.

**§ 11 Contract language / choice of law / place of jurisdiction**

(1) The contract language is German. If copies of the contract or parts thereof are additionally drawn up in another language, the German-language version shall apply in the event of ambiguities or deviations.

(2) The contract, including the form in which it was concluded and all rights and obligations arising from it, are subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods. The courts at the place of business of Meier-Brakenberg GmbH & Co. KG, 32699 Extertal (Germany) shall have exclusive jurisdiction for all disputes arising from and in connection with this contract, including those concerning its formation and validity.

This regulation also applies to consumer contracts according to ROME I, 6, insofar as the consumer is not materially disadvantaged by the application of German law within the meaning of ROME I, 6 paragraph 2.