



## **§ 1 General**

1. Our subsequent General Terms and Conditions (GTCs) apply solely and exclusively to all purchase orders and contracts concerning the sale and/or delivery of movable goods. In the case of business people, the following conditions also apply to all other contractual relationships with us (hereinafter also referred to as the "Seller"), insofar as the respective agreement is part of the operation of their commercial business.
2. Any terms and conditions that contradict or deviate from our General Terms and Conditions (GTCs) shall not become part of the Contract unless we have expressly confirmed this. This shall also apply in the event that we carry out the delivery or accept payment of the purchase price in the full realisation of conflicting terms and conditions.
3. The assignment of rights and the transfer of obligations by the Purchaser require our express consent. If a third party takes over the Purchaser's obligations under the Contract, the Purchaser shall remain liable to us unless we have expressly agreed to a release of any debt.
4. The entry of a third party into the Contract at the Purchaser's request, in particular the entry of a leasing company, shall only be permissible if the terms and conditions of the Contract concluded with the Purchaser remain unchanged. In particular, the entry of a leasing company shall not result in any extension of the payment deadlines.

## **§ 2 Offer and Conclusion of Contract, Confidentiality**

1. The Order placed by the Purchaser shall be deemed an offer within the sense of Sections 145 et seq. of the German Civil Code (BGB). Our offers are subject to change and non-binding with regard to price, quantity, deadline for delivery and delivery options, and only represent an invitation to the Purchaser to submit an offer. The Purchaser is legally binding to his Order for a period of 4 weeks (6 weeks for commercial vehicles). The Purchase Contract is concluded when we confirm acceptance of the Order in writing or in electronic form within this period, or when we have carried out the delivery or have issued the preliminary invoice. We are, however, obliged to notify any rejection of the Order in writing or in electronic form immediately after clarification of availability.
2. The Purchaser is not entitled to cancel a binding Order or withdraw from the Purchase Contract. Legal rights of withdrawal as well as the rights of withdrawal expressly mentioned in these Terms and Conditions of Sales and Delivery remain unaffected. If an Order or a concluded Contract is nevertheless to be cancelled at the Purchaser's request without the existence of a right of withdrawal, we shall be entitled to accept the cancellation of the Contract only against compensation for damages and reimbursement of expenses. In the event of withdrawal up to three months before the agreed delivery date, we are entitled to demand a flat rate compensation for damages and expenses to the amount of 15% of the purchase price; in the event of withdrawal in the fourth month before the delivery date, this amount is 10% of the purchase price. If withdrawal is declared from the fifth month prior to the delivery date, we are entitled to demand a flat rate compensation for damages and expenses to the amount of 5% of the purchase price.
3. The amount of damages shall be set higher or lower if the Seller proves that the damages were higher or the Purchaser proves that the damages were lower.
4. Our confirmation in writing or by electronic data transmission shall be decisive for the content of telephone and verbal additions, modifications and ancillary agreements, subject to evidence to the contrary.
5. For the scope of delivery, our order confirmation shall be decisive.
6. We reserve all property rights, copyrights and protective rights to all cost estimates, offers, drawings and other documents, materials and objects, including electronic documents, provided by us to the Purchaser. The documents must not be made accessible to third parties without our prior written consent, either as such or in terms of their content. The Purchaser is also not entitled to exploit, reproduce or modify them. The Purchaser shall use them solely for the agreed purposes and, at our request, return them to us in full and shall destroy or delete any existing (including electronic) copies, insofar as they are no longer required by the Purchaser in the ordinary interests of business and in accordance with legal storage obligations.

## **§ 3 Price**

1. The price of the purchased goods is quoted ex works Munich or warehouse plus statutory value added tax. Ancillary services, such as transport costs, freight, packaging, etc., shall be charged separately.
2. Insofar as the agreed prices are based on the list prices of the Seller and there are more than 4 months between the conclusion of the Contract and the agreed delivery date, the list price of the Seller valid on

the day of delivery shall apply (minus an agreed percentage or fixed discount in each case). This also applies if sales are based on the list prices of the basic device (i.e. set-up without additional and/or special equipment) and these list prices change for the basic device.

## **§ 4 Terms of Payment**

1. Unless otherwise agreed, an invoice shall be issued on the date of delivery or provision of the purchased goods.
2. Payments shall become due as soon as the Purchaser is notified that the goods are ready for dispatch. Payments shall be made to the Seller without any deductions, free of any charges, at the place of payment in Munich.
3. If advance payment has been agreed with the Seller, the Purchaser shall receive a proforma invoice after acceptance of the Order. Payments shall become due immediately upon receipt of the proforma invoice. Even in cases where advance payment has been agreed, an invoice shall be issued in accordance with Section 4 Clause 1.
4. Cheques and bills of exchange shall only be accepted by special agreement and only on account of payment, including all collection and discount charges.
5. We shall be entitled to the statutory rights of retention (Section 369 of the German Commercial Code (HGB), Paras 273 and 320 of the German Civil Code (BGB)) without restriction. We shall, in particular, be entitled to only hand over the vehicle to the Purchaser when the due payment obligations have been met.
6. In the event of a default in payment, we shall be entitled to our statutory rights, in particular to claim interest on late payments and any further damages caused by the default. Our claim to commercial interest on arrears (Section 353 of the German Commercial Code (HGB)) remains unaffected.
7. If the Purchaser is in delay with due payment obligations that, at the time of the delay, amount to at least 25% of our total claims resulting from the business relationship, and if the Purchaser does not pay these claims in full within a grace period of at least two weeks to be set, all our claims resulting from the business relationship shall become due for payment immediately upon expiry of the grace period. We will expressly refer to this legal consequence when setting the grace period. The same applies if bills of exchange or cheques from the Purchaser are not honoured. We shall also be entitled, in these cases, to continue to fulfil our contractual obligations only in return for payment of the respective due remuneration.
8. The Purchaser is only entitled to offset the Seller's claims if his counterclaim (a) is undisputed or, in the case of a procedural assertion, (b) is ready for decision or a legally binding title exists or (c) is in a reciprocal relationship (synallagma) to the Seller's claim against which the Purchaser is offsetting.
9. The Purchaser is only entitled to assert a right of retention with regard to the part that is the subject of the complaint and insofar as this right of retention is based on claims arising from the same Contract, the counterclaim underlying the assertion of the right of retention is undisputed or, in the case of a procedural assertion, is ready for decision or there is a legally binding title.

## **§ 5 Delivery and Delay in Delivery**

1. Delivery dates or delivery deadlines are non-binding insofar as they are not explicitly stated by us as binding. Delivery deadlines begin upon receipt of advance payment by us, however not before the Purchaser has provided the materials, documents, approvals and releases to be procured by the Purchaser. Compliance with delivery dates presupposes that the materials, documents, approvals and releases to be provided by the Purchaser are available to us in good time, and by the agreed dates at the latest. If subsequent changes to the Contract are concluded, a new delivery date or a new delivery deadline shall be agreed upon at the same time if necessary.
2. Six weeks after a non-binding delivery date or a non-binding delivery deadline has been exceeded, the Purchaser is entitled to request the Seller in writing to deliver within a commensurate period. This reminder means that the Seller is now in default. In the event of a delay, the Purchaser is also entitled to set the Seller a commensurate grace period in writing, stating that he will refuse to accept the purchased goods after this period has expired. After the grace period has expired without fulfilment, the Purchaser shall be entitled to withdraw from the Purchase Contract by means of a declaration in writing.
3. If a binding delivery date or a binding delivery deadline is exceeded, the Seller shall be in default as soon as the delivery date or delivery deadline is exceeded. The rights of the Purchaser shall then be determined in accordance with Clause 2, Sentences 3 and 4 above.
4. Force majeure and other events that could not be foreseen at the time



the Contract was concluded (e.g. operational disruptions of any kind, fire, natural disasters, epidemics, pandemics, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, shortages of labour, energy, raw materials, packaging materials or logistics capacities, delays in the granting of any necessary official approvals, official/sovereign measures) shall alter the dates and deadlines specified in Clauses 1 to 3 by the duration of the performance disruptions caused by these circumstances. If the service is still not available within the new delivery deadline or on the new delivery date, we shall be entitled to withdraw from the Contract in whole or in part. Any service in return already rendered by the Purchaser shall be reimbursed by us without delay. Non-availability of the service in this sense shall include, in particular, (i) non-timely or non-correct delivery/performance by our Suppliers and Subcontractors, insofar as we have commissioned the third party in good time so that timely delivery/performance can be expected, and (ii) non-timely or non-complete acceptance of our orders for components or materials by Suppliers, which we place in the normal conduct of our business for a timely expected delivery/performance.

5. If delivery is delayed for reasons for which the Purchaser is responsible or because the Purchaser has failed to cooperate, we shall be entitled to demand compensation for the resulting damage and any additional expenses incurred. Section 9 Clause 6 applies accordingly to storage costs.
6. Minor changes to the construction or design, deviations in colour and modifications to the delivery range on the part of the Manufacturer/Importer shall remain reserved during the delivery time, insofar as the purchased goods are not substantially modified and the modifications are reasonable for the Purchaser.

#### **§ 6 Transfer of Risk**

1. The risk shall pass to the Purchaser upon handover of the purchased goods at the latest. In the case of shipment, the risk shall pass to the Purchaser with dispatch from the works or storage location, even if carriage paid delivery has been agreed. If shipment or handover is delayed due to the fault of the Purchaser, the risk shall already pass to the Purchaser on the day on which the purchased goods are ready for shipment or handover and the Seller has notified the Purchaser of this.
2. Insurance against transport damage shall only be taken out at the request and expense of the Purchaser.

#### **§ 7 Claims of the Purchaser due to a Defect**

1. The documents relating to the offer, such as illustrations, drawings, weight and dimension specifications, are only approximate, insofar as they are not expressly designated as binding or we expressly provide a warranty for certain properties. If the Seller or Manufacturer/Importer uses symbols or numbers to designate the Order or the purchased goods that were ordered, no rights can be derived from this alone.
2. Insofar as requirements regarding a specific property of the goods have been agreed (Quality Agreement), this excludes other requirements with respect to that property, even if this would correspond to the objective requirements for the goods.
3. We shall not be liable for any public statements made by us, the Manufacturer/Importer or his agents if we were not aware of the statement and were not required to be aware of it, if the statement had already been corrected at the time of the purchase decision, or if and to the extent that the Purchaser cannot prove that the statements influenced his purchase decision.
4. Subject to Section 7 Clause 10, we shall not be liable for defects that only reduce the value or suitability of the goods insignificantly. A negligible defect is deemed to exist in particular if the fault disappears of his own accord within a short period of time or can be remedied by the Purchaser at very little expense.
5. The warranty shall not apply to defects or damage arising for the following reasons and insofar as we are not responsible for them:
  - Specification of construction or material by the Purchaser
  - Faulty mounting or commissioning by the Purchaser or third parties
  - Faulty operation or use of unsuitable operating materials
  - Failure to comply with the operating manual and maintenance instructions
  - Improper use or overuse of the equipment
  - Natural wear
  - Installation of third-party parts (products from other manufacturers) that are not approved in the operating manual or by express written declaration from the Seller
  - Disassembly or modification of the object of the Contract by the Purchaser or third parties without our consent

- Incorrect installation and improper use of the delivery item
6. The warranty, subject to Section 7 Clause 10, is excluded for the delivery of old or used materials or spare parts.
  7. Claims by the Purchaser due to a defect in the case of a commercial purchase require that the Purchaser has duly fulfilled his obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).
  8. For the settlement of claims due to defects, the following applies:
    - a) The Purchaser must promptly notify the Seller of any claims in writing (forms are available for warranty processing).
    - b) Subsequent fulfilment shall be effected at our discretion either by subsequent improvement or replacement delivery. Our right to refuse subsequent fulfilment under the legal requirements remains unaffected.
    - c) Replaced parts become the property of the Seller.
    - d) When processing warranty claims with foreign customers, we do not generally assume any customs duties or other special costs associated with the place of use or country of export of the purchased objects. Insofar as remuneration is paid for work performed, our customary working hours will be charged at the fixed wage costs for the respective country.
    - e) In order to carry out the necessary subsequent fulfilment, we must be granted the appropriate time and opportunity after arranging a deadline. We reserve the right to have the subsequent fulfilment carried out at a workshop that we consider suitable.
    - f) For improvement, additions or replacements of delivered parts, the warranty period is one year from the date of subsequent fulfilment.
    - g) In the case of third-party superstructures and third-party parts that are the subject of the Purchase Contract, the Purchaser must first contact the superstructure Manufacturer/Importer or Supplier for improvements. The Purchaser shall only have claims for improvement against the Seller if the Manufacturer/Importer or Supplier does not improve the goods within a reasonable period of time.
    - h) The Purchaser shall provide the Seller with all necessary information and details for investigating and remedying the defect. This includes, in particular, the Seller's right to access and evaluate data relating to the vehicle, trailer or body/superstructure electronics. Insofar as the Purchaser fails to comply with this obligation to cooperate, the Seller is entitled to refuse subsequent fulfilment.
    - i) If the subsequent performance fails, the Purchaser's right to withdraw from the Contract or to demand a reduction (reduction in payment) remains unaffected.
  9. Unless otherwise agreed in the Contract, the statutory limitation period for material defects and defects of title in accordance with Section 438 Para. 1 No. 3 and Section 634 Para. 1 No. 1 of the German Civil Code (BGB) is reduced to 12 months. This reduction does not apply to liability for claims for damages, insofar as the Seller's liability is not excluded or limited in accordance with § 8. On certain products, we grant a gratuitous extended warranty that goes beyond this period. For all products, there is the option to purchase an extended warranty or warranties against payment. Extended warranties remain unaffected by our warranty under these General Terms and Conditions. Regarding the details of gratuitous and paid warranties, please refer to our "Extended Warranty Terms and Conditions" that is available <https://www.meiller.com/en/gtc/>. For faults that have been asserted within the warranty period but not rectified, the warranty shall remain valid until the fault has been rectified; the limitation period for this fault shall be suspended until then. In these cases, however, it ends 3 months after the declaration by the Seller that the defect has been rectified or that there is no defect, if and to the extent that the limitation period was not suspended or interrupted for other reasons and has therefore not yet expired.
  10. The rights of the Purchaser under Sections 478 and 445b of the German Civil Code (BGB) remain unaffected by any reduction in the statutory limitation periods. Sections 445a and 445b II of the German Civil Code (BGB) apply with the proviso that the limitation period for claims against the Seller under Sections 437 and 445a I of the German Civil Code (BGB) against the Seller due to a defect in a newly manufactured goods sold commences at the earliest two months after the date on which the Purchaser has fulfilled the claims of his purchaser (end consumer), but at the latest five years after the date on which the Seller delivered the goods to the Purchaser.

#### **§ 8 Liability**

1. Claims for compensatory damages, on whatever legal grounds, are excluded unless we are found guilty of intent or gross negligence or we are liable for intent or gross negligence on the part of our legal representatives or vicarious agents. Insofar as the damage is covered



by the benefits of social security or private insurance, our liability for compensatory damages in cases of gross negligence are limited to the respective minimum insurance sums in accordance with the law on compulsory insurance for motor vehicles.

2. The above disclaimer shall not apply
  - if the claim for compensatory damages results from the breach of essential contractual obligations. Essential contractual obligations include those obligations whose fulfilment is necessary to enable the proper execution of the Contract and on whose compliance the Buyer may regularly rely. Insofar as we breach an essential contractual obligation through simple or slight negligence, our obligation to compensatory payment is limited to compensation for typically foreseeable damage.
  - insofar as the Seller has fraudulently concealed a defect, assumed a warranty for the quality of the purchased goods or assumed a procurement risk.
3. This liability remains unaffected in the event of damage resulting from fatal injury, physical injury or impairment to health, as well as liability under the Product Liability Act.
4. Insofar as our liability is excluded or limited, this also applies to the personal liability of our salaried staff, workers, employees, representatives and vicarious agents.
5. The Purchaser is obliged to notify the Seller immediately in writing of any damage or loss for which the Seller is liable, or to have this documented by the Seller.
6. The limitation period for claims arising from producer liability in accordance with Section 823 of the German Civil Code (BGB) is governed by Section 7 Paras. 9 and 10.

#### **§ 9 Acceptance by the Purchaser and Right of Withdrawal by the Seller**

1. The Purchaser has the right to inspect the purchased goods at the agreed place of acceptance within 8 days of receipt of the notification of readiness and is obliged to accept the purchased goods within this period.
2. If the goods offered for purchase have defects that are not completely rectified within a further 8 days after notification during the time period specified in Clause 1, the Purchaser is entitled to refuse acceptance.
3. If the Purchaser is more than 14 days late in accepting the purchased goods after receiving notification that they are ready, the Seller is entitled to withdraw from the Contract after setting a grace period of a further 14 days. A grace period does not need to be set if the Purchaser seriously or definitively refuses acceptance or is also clearly unable to pay the purchase price within this period.
4. Under the requirements set out in Para. 3 above, the Seller is entitled to claim additional compensatory damages amounting to 15% of the purchase price. The amount of damages shall be set higher or lower if the Seller proves that the damages were higher or the Purchaser proves that the damages were lower.
5. If the Seller does not make use of the rights under Clauses 3 and 4, although the requirements are met, he is entitled to freely dispose of the purchased goods and to deliver similar goods in their place within a reasonable period of time in accordance with the terms of the Contract.
6. The statutory rights of the Seller in the event of a delay in acceptance by the Purchaser remain unaffected. In particular, the Purchaser shall bear the costs of storage. The storage costs are €200.00 per vehicle, semi-trailer or trailer per month. Until the storage costs incurred have been paid, the Seller is entitled to retain the purchased goods.

#### **§ 10 Retention of Title**

1. The purchased goods remain the property of the Seller until the Seller's claim under the Purchase Contract has been settled in full ("reserved goods"). If the Purchaser is a legal entity under public law, a special fund under public law or a merchant where the Contract is part of his business operations, the retention of title shall apply to all claims of the Seller against the Purchaser arising from the current business relationship. The Seller undertakes, at the Purchaser's request, to release any securities that he has provided, insofar as they are no longer needed to secure any existing claims, in particular if they exceed the value of the claims to be secured and not yet settled by more than 10%. The choice of securities is the obligation of the Seller.
2. During the period of the retention of title, the Purchaser is entitled to ownership and use of the purchased goods as long as he complies with his obligations arising from the retention of title in accordance with the following provisions of this section and is not in default of payment. If the Purchaser is in default of payment or does not fulfil his obligations under the retention of title after a warning has been issued without

success, the Seller is entitled to withdraw from the Contract and to demand the return of the purchased goods from the Purchaser. If the Seller demands the return of the purchased goods, the Purchaser is obliged to return the purchased goods to the Seller without delay, excluding any rights of retention – unless these are based on the Purchase Contract. All costs associated with the return and recovery of the purchased goods must be borne by the Purchaser. The recovery costs amount to 10% of the recovery proceeds, including VAT, without the need for proof. They shall be set higher or lower if the Seller can demonstrate higher costs or the Purchaser can demonstrate lower costs. The proceeds shall be credited to the Purchaser after deduction of the costs and other claims of the Seller relating to the Purchase Contract.

3. Insofar as the retention of title exists, any resale, pledging, transfer as security, leasing or other transfer of the purchased goods that could impair the Seller's security, as well as any modification thereof, is only permissible with the prior consent of the Seller. The Purchaser is, however, authorised – subject to revocation by the Seller at any time – to resell the goods subject to retention of title in the normal course of his business operations. The Purchaser herewith assigns claims arising from the resale of the goods subject to retention of title against his own purchaser to the Seller, and namely to the amount invoiced by the Seller to the Purchaser for the goods subject to retention of title plus value added tax, and regardless of whether the purchased goods subject to this retention of title are sold in their original form or after processing or treatment. The Seller shall accept this assignment. Notwithstanding the assignment and the Seller's right of collection, the Purchaser shall be entitled to collect payments as long as he fulfils his obligations to the Seller and is not in default of payment. If the Seller's secured claim is due and the Purchaser is in default of payment despite a reminder with a commensurate grace period and a threat of enforcement in accordance with Section 1234 Para. 1) of the German Civil Code (BGB), the Purchaser must provide the Seller with the information necessary for collection of the assigned claims, and the Seller is entitled to notify the debtors of the transfer. During the duration of the retention of title, the Seller shall be entitled to retain possession of the vehicle registration document. The Purchaser is obliged to apply to the registration office for the vehicle registration document to be handed over to the Seller.
4. If a third party makes a claim, especially if the purchased goods are seized or if a workshop exercises its lien, the Purchaser must immediately notify the Seller in writing and inform the third party of the Seller's retention of title without delay. The Purchaser shall bear all costs incurred in rescinding access to and recovering the goods subject to retention of title, insofar as these cannot be collected from third parties.
5. For the duration of the retention of title, the Purchaser must take out comprehensive insurance with an appropriate excess, with the proviso that the rights arising from the insurance contract are vested in the Seller. If the Purchaser fails to comply with this obligation after prior warning, the Seller may take out comprehensive insurance at the cost of the Purchaser, make advance payment of the premiums, and collect them as part of the claim arising from the Purchase Contract. The cover provided by comprehensive insurance shall be used in full – unless otherwise agreed – for the repair of the purchased goods. If, in the event of severe damage, a repair is forgone with the Seller's consent, the insurance benefits are used to pay off the purchase price and the prices for ancillary services provided by the Seller.
6. The Purchaser is obliged to keep the goods subject to retention of title in proper condition for the duration of the retention of title and to have all maintenance work and necessary repairs intended by the Seller or manufacturer carried out without delay – except in emergencies – by the Seller or by a workshop recognised by the Seller or manufacturer for maintenance of the purchased goods.
7. Any processing or treatment of the goods subject to retention of title shall be carried out by the Purchaser on behalf of the Seller without any obligations arising for the Seller. When processing, combining, mixing or amalgamating the goods subject to retention of title with other goods not belonging to the Seller, the Seller is entitled to the resulting part ownership of the new goods in proportion to the invoice value of the goods subject to retention of title to the invoice value of the other processed goods at the time of processing, combining, mixing or amalgamating. If the Purchaser acquires sole ownership of the new goods, the Purchaser and Seller agree that the Purchaser grants the Seller co-ownership of the new goods in proportion to the invoice value of the goods subject to retention of title to the invoice value of the other processed, combined, mixed or amalgamated goods, and will store these goods for the Seller free of charge. For the new goods, furthermore,



the regulations regarding goods subject to retention of title shall apply accordingly. In the case of a Purchaser subject to retention of title, incoming payments shall be allocated proportionally to the partial creditors in proportion to their respective claims. The Seller's obligation to release securities in accordance with Clause 1 applies accordingly in the case of the treatment or processing and resale of the goods subject to retention of title.

#### **§ 11 Export Control, other Obligations of the Purchaser**

1. The Purchaser is obliged to refrain from the following business transactions in all cases:
  - Business transactions with persons, organisations or institutions that are on a sanctions list in accordance with EC regulations or US export regulations.
  - Business transactions with embargoed countries that are prohibited.
  - Business transactions for which the necessary authorisation is not available.
  - Business transactions that could be effected in relation to ABC weapons or military end use.
2. The Purchaser shall notify the Seller without delay and without being asked to do so in writing if he becomes aware of a breach of the above obligations or of a corresponding suspicion.
3. If the Purchaser breaches the above-mentioned obligations, the Seller shall be entitled to withdraw from the Purchase Contract. The right to assert any further claims, in particular claims for compensatory damages, remains unaffected.

#### **§ 12 Compliance with Export Control Regulations**

1. Compliance with any export restrictions for the contractual goods delivered by the Seller (hardware, software, technologies and associated documentation or services, regardless of how they are made available and including technical support of any kind) is the sole responsibility of the Purchaser. In particular, the Purchaser shall comply with the applicable regulations of national and international (re-)export control law when passing on the contractual goods to third parties in Germany and abroad, including the (re-)export control regulations of the Federal Republic of Germany and the European Union. This includes US export regulations (US embargoes or US sanctions), provided that this does not conflict with any mandatory provisions applicable to the Seller.
2. Prior to passing on the contractual goods (including arranging contracts relating to the contractual goods or providing other economic resources in connection with the contractual goods), the buyer shall check and take appropriate measures to ensure that:
  - the passing on of the contractual goods does not violate any embargo imposed by Germany, the European Union or the United Nations – also including any restrictions on domestic business transactions and any prohibitions on circumvention;
  - the contractual goods are not (and cannot be) used for business transactions involving nuclear, biological or chemical weapons or military end uses for which no official authorisation has been obtained from the competent authority;
  - generally, no business transactions shall be carried out for which the necessary authorisations (e.g. export authorisations, transport authorisations, transfer authorisations, authorisations under the Dual-Use Regulation) have not been obtained; and
  - the regulations of all relevant European Union sanctions lists concerning business transactions with companies, persons or organisations named in these lists are complied with.
3. Insofar as required for the performance of export control checks by authorities or by the Seller, upon request, the Contractual Partner shall immediately provide MEILLER with all information about the end recipient, the end destination and the intended use of the contractual goods, as well as the applicable export control restrictions in this regard.
4. Compliance with the obligations under Section 12 by the Purchaser is of essential importance to the Seller for the fulfilment of the Contract. Insofar as the Purchaser breaches his obligations under Section 12, the Purchaser is obliged to compensate the Seller for all expenses, costs and damages (including the costs of appropriate legal action or defence) incurred by the Seller as a result of a culpable breach of duty by the Purchaser and to indemnify the Seller against all claims resulting from this by third parties. Insofar as requested by the Seller, the Purchaser shall support the Seller in

defending against all claims asserted against the Seller that are based on this.

5. For each individual culpable breach of the obligations contained in Section 12 Paras. 1 to 3, the Purchaser shall forfeit a contractual penalty, the amount of which shall be determined by the Seller at his reasonable discretion in each individual case and which may be reviewed by the relevant court in the case of a dispute, but not exceeding €10,000 and, in the case of a repeat offence, €20,000. The contractual penalty shall be offset against any other claims for damages incurred by the Seller as a result of this breach. Further claims for damages by the Seller remain unaffected.

#### **§ 13 Reservation of Performance**

1. The fulfilment of the Contract by the Seller is subject to the proviso that there are no hindrances to fulfilment due to the applicable regulations of foreign trade law or any applicable embargoes or other applicable sanctions and no US embargoes or US sanctions, insofar as the Seller is not required to disregard them due to mandatory EU provisions (hereinafter collectively referred to as "export restrictions").
2. The Purchaser shall immediately provide the Seller with all necessary documents and information required by the Seller to apply for authorisations relating to the export and transfer of the contracted goods. Delays due to export checks or approval procedures render deadlines and delivery times invalid for the duration of the resulting delay. If the necessary authorisations are not granted, the Contract shall be deemed not to have been concluded with regard to the affected parts and shall become ineffective; the assertion of claims for compensatory damages due to the aforementioned exceeded deadlines shall be excluded in this respect.
3. If, after conclusion of the Purchase Contract, export restrictions are changed or new ones added, or if it becomes apparent that export restrictions should have been observed and the Seller is therefore prevented from making delivery, the Seller is not obliged to make the delivery. Notwithstanding any rights of withdrawal by the Purchaser, the Seller is entitled in this case to withdraw from the Contract.

#### **§ 14 Data Protection**

1. In conjunction with contractual matters and in compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR) and the Federal Data Protection Act, F. X. MEILLER Fahrzeug- und Maschinenfabrik-GmbH & Co KG, Ambossstr. 4, 80997 Munich (E-mail: [info\(at\)meiller.com](mailto:info(at)meiller.com), telephone +498914870) processes the contact data (e.g. last name, e-mail address) of the Purchaser's contact persons, which the Seller has obtained from the Purchaser or from publicly available sources (e.g. Purchaser's website). The processing is based on the interest of the Seller in business correspondence with the Purchaser (Art. 6(1)f of the GDPR) and for the duration of the business relationship and the statutory retention obligations in the German Commercial Code (HGB) and the German Value Added Tax Act (UStG) (maximum ten years). If necessary, the data is forwarded to IT service providers.
2. Data subjects have the right to access and restrict data processing, to request the provision, rectification, disclosure and erasure of data, to **object** to such data processing based on Article 6 Para. 1 Letter f of the GDPR and to lodge a complaint with a supervisory authority. The Data Protection Officer of the Seller can be contacted via [privacy\(at\)meiller.com](mailto:privacy(at)meiller.com).
3. The Purchaser shall forward the information about the data processing by the Seller to his respective employees so that the Seller fulfils his data protection obligation to provide information. Information that the Purchaser might reasonably lack can be found at [www.meiller.com/de/gdpr](http://www.meiller.com/de/gdpr) or can be obtained on request.

#### **§ 15 Place and Court of Jurisdiction, Applicable Law**

For all obligations arising from the delivery contract, Munich shall be the place of performance, unless another place of performance has been agreed.

For all disputes arising from or in conjunction with this Contract, insofar as it has been concluded with a merchant and this is part of the operation of his commercial enterprise, Munich shall be the exclusive court of jurisdiction. The Seller is, however, entitled to bring legal action at the Purchaser's place of business.

The Contract shall be governed exclusively by the national laws of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG)

**F. X. MEILLER – MUNICH**  
**TERMS AND CONDITIONS OF SALES AND DELIVERY**



shall not apply.

**§ 16 Effectiveness of these Terms and Conditions**

The invalidity of individual provisions shall not result in the invalidity of the entire contract. Insofar as individual provisions are invalid, the content of the Contract shall be governed primarily by the statutory provisions. If no suitable statutory provisions are available and no supplementary interpretation of the Contract is possible, the parties shall agree on an effective provision that comes as close as possible to the economic purpose of the invalid provision.