



§ 1 General

1. All orders and contracts concerning the sale and/or the supply of moveable objects shall be subject exclusively to our General Terms and Conditions (GTC) as follows. For merchants, the following conditions apply to all future contractual relationships with us (hereinafter also "Seller"), insofar as the respective contract is related to the operation of the merchant's business.
2. Conflicting terms or terms not in accordance with our General Sales and Delivery Conditions shall not form part of the contract unless expressly confirmed by us. This shall apply notwithstanding our knowledge of such conflicting terms, even where we make delivery or receive payment towards the purchase price.
3. Assignment of rights and obligations by Buyer shall be subject to our express consent. If a third party assumes the obligations of Buyer from the contract, Buyer shall remain obligated to us unless we expressly agree to such discharging assumption of obligations.
4. The inclusion of a third party in the contract at Buyer's request, in particular the inclusion of a leasing company, is only permitted when the terms of the contract agreed with Buyer remain unchanged. In particular, the inclusion of a leasing company does not entail an extension of the payment terms.

§ 2 Offer and Conclusion of Sales Contract, Confidentiality

1. The Buyer's order is deemed to be an offer within the meaning of §§ 145 ff. BGB (German Civil Code). Our offers are subject to change without notice and are not binding with regard to prices, quantities, delivery times and delivery possibilities. They merely represent an invitation to the Buyer to submit an offer of purchase. The Buyer is bound by his order for a period of 4 weeks (in the case of commercial vehicles, a period of 6 weeks). The contract of sale shall be concluded when acceptance of the order has been confirmed by us in text form or in electronic form or delivery effected within this period. In the case of our refusal to accept the order, we are obliged to give immediate notice in text form or in electronic form after clarification of our delivery possibilities.
2. The Buyer shall not be entitled to cancel a binding order or withdraw from the Sales Contract. Statutory rights of withdrawal and rights of withdrawal that are explicitly mentioned in these Terms and Conditions of Sale and Delivery shall remain intact. However, if an order or a contract entered into is to be cancelled at the request of the Buyer, without there being a right of withdrawal, we shall be entitled to accept such rescission of contract only against compensation for damages and expenses. In the event of withdrawal within two months prior to the agreed date of delivery, we may demand lump-sum compensation for damages and expenses in the amount of 15 per cent of the sale price; in the event of withdrawal in the third month prior to the date of delivery, in the amount of five per cent of the sale price. The amount of damages shall be set higher or lower depending on whether the Vendor can demonstrate higher damages, or the Buyer lower damages.
3. Supplements, alterations and side agreements made by telephone or orally must be confirmed by us in text form or in electronic form before they become effective.
4. The scope of delivery shall be determined by our confirmation of order.
5. We reserve all title, proprietary rights and copyrights with respect to cost estimates, offers, drawings and other documentation, materials and other items, including electronic documents which we provide to the Buyer. Such documentation shall not be disclosed to any third party. The Buyer may not disclose or make the documents – either the items themselves or their content – accessible to third parties without our express written consent. The Buyer may use them solely for the purposes defined in the contract and shall return them to us in full at our request and destroy or erase any copies whether physical or electronic as far as it no longer needs them in the ordinary course of business or in order to comply with statutory archiving requirements.

§ 3 Price

1. The price is to be understood ex works Munich or ex warehouse, plus any applicable value-added-tax. Any supplementary costs such as costs of transportation, freight charges, packaging will be charged separately.
2. Prices in effect on the date of the contract shall remain valid for deliveries made within four months from said date. Prices for goods delivered later than four months after the date of the contract are subject to change. In such cases, the Sellers' price as of the date of delivery shall be binding.

§ 4 Terms of Payment

1. As far as nothing is agreed to the contrary, payment is due upon notification to the Buyer that the consignment is ready for dispatch; it shall be made without any deductions, free to our payment office in Munich.
2. Cheques and bills of exchange will only be accepted upon special arrangement and only on account of payment.
3. We are entitled to the statutory rights of retention (§ 369 German Commercial Code, §§ 273, 320 German Civil Code) without restriction. We are in particular entitled to deliver the vehicle to the Buyer only in exchange for fulfilment of the due payment obligations.
4. In the event of delayed payment, we are entitled to the statutory rights, in particular claiming of interest on late payments and any additional damages due to delayed payment. Our claim for interest on due payments in commercial transactions (§ 353 German Commercial Code) remains unaffected.
5. If Buyer defaults on due payments that account for at least 25% of our total accounts receivable from such business relationship at the time of the default, and if Buyer fails to make such payments in full within a grace period of at least two weeks, all our accounts receivable from such business relationship shall fall due immediately upon expiry of such grace period. These legal consequences will be expressly indicated at the time the grace period is set. The same shall apply if bills or cheques of Buyer do not clear. In such events we shall be entitled to make our further performance of contractual duties dependent on simultaneous payment of the respective remuneration owed.
6. Buyer may declare a set-off against any claims of Seller only if Buyer's counterclaim is not disputed or, where such claim has been asserted before a court, is ready for decision or has been determined in a final judgement.
7. Buyer may exercise a right of retention only with regard to the part subject to complaint on the extent that this right of retention is based on claims arising from the same contract, its

counterclaim is not disputed or, where such claim has been asserted before a court, is ready for decision or has been determined in a final judgement.

§ 5 Time of Delivery and Delayed Performance

1. All delivery dates or periods shall not be binding unless we expressly state them as being binding. Delivery periods shall commence at the time a contract is entered into, but not until Buyer has supplied the necessary materials, documents, permits and approvals. Meeting delivery periods requires that Buyer provide the necessary materials, documents, permits and approvals in a timely manner, that is, no later than at such times as agreed upon. Should the contract be subsequently modified, a new delivery date or new period shall be agreed upon at the same time, if necessary.
2. Should Seller fail to deliver the required goods within six weeks after a non-binding delivery date or period, Buyer may request in textual form delivery of the goods within a reasonable period. Failure to comply with this notice shall constitute default by Seller. In case of Seller's delay of performance, Buyer may also set in textual form a reasonable deadline indicating that he will refuse to accept delivery upon expiration of the deadline. If the deadline passes without success, Buyer may, in textual form, repudiate the contract.
3. Failure of Seller to deliver in accordance with a binding delivery date or period automatically constitutes delay of performance. The rights of Buyer in this case are determined by the above paragraph 2, sentence 3 and 4.
4. In case of force majeure, riots, strikes, lock-outs or any other significant interruption of business operations not caused by Seller's negligence, all delivery dates and periods indicated in paragraphs 1 to 3 shall be extended by the duration of such interference. If the item to be provided (performance item) is also not available within the new delivery period or by the new delivery date, we are entitled to rescind the contract in whole or in part. We will reimburse without delay any compensation already provided by the Buyer. A case of non-availability of the performance item in this sense is in particular the non-timely delivery to us from our suppliers if we have concluded a matching hedging transaction (kongruentes Deckungsgeschäft) and neither we nor our supplier is at fault.
5. If the delivery is delayed for reasons for which the Buyer is responsible or because the Buyer fails to undertake a particular act of cooperation, we are entitled to claim the indemnification of the damages resulting therefrom as well as additional expenses. For storage costs § 9 para. 6 applies accordingly.
6. The manufacturer/importer reserves the right to make minor changes in construction or design, colour tones as well as in the scope of delivery during the period of delivery as far as the contract article is not essentially altered, and the changes are reasonably acceptable for Buyer.
7. The contract performance on the part of the Seller, in particular the timely delivery, is subject to the condition that the fulfillment is not prevented by national or international export regulations and that no embargos and/or sanctions conflict therewith.

§ 6 Risk of loss

1. Risk of loss passes to Buyer upon shipment ex works or any other warehouse, even if Seller bears the cost of transportation. Should shipment be delayed for reasons attributable to Buyer, the risk of loss passes to Buyer on the day the contract article was ready for dispatch.
2. Insurance for damage during transport shall be arranged at Buyer's request and expense.

§ 7 Claims of Buyer based on defects

1. Documents belonging to the offer, such as illustrations, drawings, weights and dimensions, shall be deemed approximations unless we expressly state them to be binding or unless we expressly guarantee certain features or properties. If Seller or the manufacturer/importer uses symbols or numbers to designate or define the order or the contract article ordered, no rights shall be derived from such fact alone.
2. With respect to public statements made by us, the manufacturer/importer or its agents, we shall not be held liable if we were not aware of such statements, or could not reasonably be expected to have been aware of such statements, or if such statements had already been corrected by the time the decision to buy was made or if and to such extent as Buyer fails to provide proof that such statements influenced Buyer's decision to buy.
3. We shall not be liable for such defects as reduce, only insubstantially, the value or merchantability of the contract article. An insubstantial defect is defined as a defect that is temporary and disappears by itself or that can be rectified by Buyer at an insubstantial cost.
4. There shall be no warranty for such defects or damage as are caused by the following factors and to the extent that we are not responsible for such defects or damage:
Specifications of construction or material required by the Buyer
 - Specifications of construction or material required by the Buyer
 - Defective assembly or putting into operation by the Buyer or a third party
 - Defective operation or use of inappropriate operating media
 - Non-compliance with user instructions and maintenance instructions
 - Improper use or excessive use of the equipment
 - Normal wear and tear
 - Addition of third-party components (products of other manufacturers) that have not been approved under the user instructions or by express and written consent by MEILLER
 - Disassembly or modification of the contract article by the Buyer or a third party without our approval
 - Defective installation and improper use of the shipped product
5. Claims of the Buyer based on defects, in the event of commercial transactions, require that the customer comply with the duty to examine and the requirement to make a complaint in respect of a defect immediately upon receipt of the goods, which is incumbent on the customer under section 377 HGB (German Commercial Code).
6. Claims for defects shall be processed as follows:
 - a) Buyer shall notify Seller of all claims in textual form immediately (there are standard forms for warranty claims).
 - b) Subsequent performance shall take, at our discretion, the form of repair or substitute delivery. Our right to refuse subsequent performance if the statutory requirements are met remains unaffected.
 - c) Parts that have been replaced shall become the property of Seller.
 - d) In processing warranty claims with foreign customers, we do not pay any customs-related

costs or other special expenses related to the site where contract articles are used or related to the importing country. Any labour costs that may be reimbursed shall be subject to the ordinary working hours of MEILLER and shall be reimbursed on the basis of the labour costs defined for the respective country.

- e) As concerns the implementation of required subsequent performance, we shall be given appropriate time and opportunity following an agreement on the schedule thereof. We reserve the right to entrust with subsequent performance such workshop as we may deem appropriate.
 - f) For subsequent improvement, additional supplies or replacement of parts delivered the warranty period is one year from performance of these services.
 - g) In the event of third-party assemblies or third-party components that are covered under the Sales Contract, Buyer shall direct claim for subsequent improvement to the manufacturer/importer or supplier of such assemblies or components. Buyer shall have a claim for subsequent improvement against Seller only if such manufacturer/importer or supplier fails to comply within a reasonable period of time.
 - h) Buyer shall make available to Seller all the information required to identify and eliminate defects. This includes in particular the Seller's right to access and evaluate data of the vehicle, trailer and superstructure electronics. Seller may refuse to fulfil his obligation to co-operate as long as Buyer fails to honour this obligation.
 - i) If subsequent performance fails, the right of Buyer to rescind the contract or to have the purchase price reduced shall remain intact.
7. All claims based on defects shall be subject to a limitation period of one year from the date of delivery. Changeable-container-handling systems, which are operated for a single shift (8 hours), shall be subject to the statutory limitation period in the event of claims based on defects, provided that the Buyer can show that all such inspections as have been required by Seller have been carried out. Claims based on defects that are made within the warranty period, with such defects not being rectified within such warranty period, shall be guaranteed; for such period of time, the limitation period regarding such defects shall be suspended. However, such period shall expire in such events 3 months after Seller has submitted a declaration stating that the defect has been rectified or that no such defect existed, if and to the extent the running of the limitation period was not suspended or interrupted for other reasons and has therefore not yet expired. Warranty shall be excluded in the event of delivery of old or used materials or replacement parts.
8. Claims for damages or reimbursement of costs shall remain intact, unless excluded under § 8 hereof. The rights of Buyer under sections 478, 479 BGB (German Civil Code) shall remain intact.

§ 8 Liability

1. Claims for damages, regardless of legal grounds, shall be excluded, unless we are shown to have acted wilfully and with gross negligence or unless we are liable for the wilful actions and gross negligence of our legal representatives or vicarious agents.
2. Such warranty disclaimer shall not apply if the claim for damages results from a breach of material contractual obligations. In the event that we are found to be in breach of a material contractual obligation due to negligence, our liability shall be limited to compensation commensurate with such damage as can be typically foreseen.
3. To such extent as damage is covered by social-security benefits or a private insurance plan, our liability shall be limited to such minimum amount of cover as may be in force from time to time under the Compulsory Motor Vehicle Insurance Act.
4. This shall not affect liability in the event of damages arising from injury to life, person or health as well as liability under the Product Liability Act.
5. As far as Seller's liability is excluded or limited, this shall also apply to the personal liability of Seller's employees, workers, staff, agents and all persons employed by Seller to perform the contract.
6. Buyer is obligated to notify Seller in textual form without delay of all damage and losses for which Seller is responsible, or allow them to be recorded by Seller.
7. The limitation period for product liability claims under §823 BGB (German Civil Code) is governed by §7, subparagraph 7, unless §§ 478, 479 BGB contain provisions to the contrary.

§ 9 Acceptance by Buyer and Repudiation by Seller

1. Buyer has the right to inspect the contract article within 8 days after receiving notification that the contract article is at the stipulated place of delivery and is obliged to accept delivery within this period.
 2. Should the contract article have defects, Buyer may reject acceptance, provided that after an objection during the period set forth in subparagraph 1 of this Section, the defects are not fully removed within a further 8 days.
 3. Should Buyer, delay acceptance of delivery of the contract article for more than 14 days following receipt of the notification that the article is ready for shipment, upon additional 14 day's notice, Seller has the right to repudiate the contract.
- Seller is not required to grant Buyer a grace period if Buyer had steadfastly or definitely refused acceptance of delivery, or if Buyer is clearly not financially able to make the required payments.
4. If the conditions of the above paragraph 3 are met, Seller may claim additional damages in the amount of 15% of the purchase price. This amount is subject to change if Seller or Buyer proves greater or lower actual damage.
 5. If Seller does not exercise the rights set forth in subparagraphs 3 and 4 of this Section although the conditions are met, Seller may freely dispose of the contract article and in its place, within a reasonable period of time, deliver to Buyer a similar article under the terms of the contract.
 6. The statutory rights of Vendor shall remain intact in the event of Buyer's default in acceptance. In particular, Buyer shall bear the costs of storage. The storage costs amount to EUR 200.00 per vehicle or semitrailer or trailer per month. Seller is entitled to withhold the contract article until incurred storage costs have been paid.

§ 10 Reservation of Ownership

1. Ownership of the contract article remains with Seller until all payments due under the contract have been made to the Seller.
If Buyer is a legal entity under public law, a special fund under public law or a merchant for whom the contract constitutes part of his trade, the right of retention shall apply to all receivables of Vendor from the current business relationship vis-à-vis Buyer. Seller undertakes upon demand of Buyer to release security which he has given, insofar as it is no longer required - and this not only temporarily - to secure the existing claims, particularly if it exceeds the

value of the claims to be secured and which have not yet been repaid by more than 10%. The security shall be selected by Seller.

2. During the period of Seller's reservation of ownership, Buyer is entitled to possession and use of the contract article, provided Buyer fulfils all obligations arising out of this Section, and is not in arrears of payment.
Should Buyer be in arrears of payment, or not fulfil his obligations under this Section, after unsuccessful warning notice Seller may repudiate the contract and demand return of the contract article. If Seller demands return of the contract article, Buyer is required to return the article without delay to Seller, and is not entitled to exercise any right of retention unless such right is given in the purchase contract.
All costs related to the return and resale of the contract article shall be borne by Buyer. Without any proof, resale costs shall amount to 10% of the reselling proceeds including value-added tax. Such costs shall be stated in a higher or lower amount if Seller can provide proof of higher costs or if Buyer can provide proof of lower costs. The proceeds, with expenses and any other accounts payable to Seller related to the Sales Contract deducted, will be credited to Buyer.
3. As long as the reservation of ownership exists, any sale, mortgage, assignment by way of security, lease, or any other relinquishment of possession of the contract article to the detriment of Seller's security interest, or any alterations to the contract article are allowed only with prior permission from Seller.
Buyer, however, is entitled to sell the article which is subject to reservation of ownership in the normal course of business. Buyer hereby assigns to Seller in advance all claims for payment resulting from any further sale of the contract article by Buyer. Seller accepts this assignment. Notwithstanding this assignment and Seller's right to collect payment, Buyer is entitled to collect payments owing as a result of the sale of said contract article, as long as Buyer honours his obligation to Seller and is not in danger of becoming insolvent. Buyer shall provide to Seller upon request details and information necessary for the collection of the assigned claims, and shall also inform the debtor of the assignment.
Seller has the right to possession of the vehicle registration papers during the period of reservation of ownership. Buyer shall request the licence authorities to deliver the vehicle registration papers to Seller.

4. In the case of seizure of the contract article by a third party, in particular by attachment of the article or the exercise of a mechanic's lien by a workshop, Buyer shall without delay notify the Seller in textual form and inform the third party of Seller's reservation of ownership.
Buyer shall bear all costs incurred in setting aside the attachment and all expenses incurred in recovering the contract article, provided such costs cannot be recovered from third parties.
5. For the duration of the reservation of ownership, Buyer shall obtain comprehensive insurance coverage with a reasonable deductible for the contract article subject to the condition that all rights arising from the insurance agreement shall accrue to Seller. If Buyer fails to provide the required insurance despite Seller's request, Seller may contract for the insurance at the expense of Buyer, and collect advanced insurance premiums as part of the claim under the Sales Contract. Unless otherwise agreed, any insurance benefits shall be used to the full extent to repair the contract article. In cases of severe damage Seller may waive this requirement, whereupon the insurance proceeds shall be used to pay the purchase price and to satisfy any ancillary claims of Seller.
6. As long as the reservation of ownership exists, Buyer has the duty to maintain the contract article in proper working order and allow all - except in cases of emergency - maintenance and repair services prescribed by the Seller or manufacturer to be executed without delay either by Seller or by a workshop authorised by Seller or the manufacturer.
7. Any further processing or treatment by Buyer of the article which is subject to reservation of ownership shall be deemed to be performed on behalf of the Seller and shall not lead to any obligation of Seller. Should the contract article be processed, joined to, mixed or combined with any other goods not belonging to Seller, Seller shall have joint ownership of the newly resulting goods in the proportion of the invoice value of the conditional sale goods to the acquisition cost of the other treated goods at the time of processing, joining, mixture or combining. If Buyer acquires sole ownership of the new article, Buyer and Seller agree that Buyer will grant Seller co-ownership, in proportion to the ratio of the final invoice amount of the conditional goods and the acquisition cost of other processed, joined, mixed or combined conditional goods, of the new article and will hold same for Seller without cost to Seller. Otherwise the provisions regarding reservation of ownership apply correspondingly for the new goods. If the contract article is sold together with other goods, whether or not the goods are processed, joined, mixed or combined with the contract article, the foregoing assignment of future claims is valid only in the amount of the invoice value of the contract article in relation to the value of the other goods with which the contract article was sold. Payments made to Buyer for the contract article shall be credited pro rata against claims of partial creditors in proportion to their claim share. Seller's obligation to release security according to subparagraph 1 applies correspondingly in case of processing or treatment of the contract article or in case of sale of the article.

§ 11 Export Control, Other Obligations of the Buyer

1. The Buyer agrees to in all cases refrain from the following transactions:
 - Business with persons, organisations or institutions which are on a sanction list according to EC regulations or US export regulations.
 - Business with embargo states which is prohibited.
 - Business for which the necessary permit has not been obtained.
 - Business which could occur in connection with ABC weapons, military end use.
2. The Buyer shall inform the Seller without delay in textual form of his own initiative if he obtains knowledge of a violation of the above obligations or a corresponding suspicion.
3. If the Buyer violates the above obligations, the Seller is entitled to rescind the purchase agreement. The assertion of any further claims, in particular damage claims, remains unaffected.

§ 12 Place of Performance, Court of Jurisdiction, Applicable Law

The place of performance for all obligations resulting from the contract is Munich, unless a different place of performance has been agreed upon.
The court of jurisdiction for all disputes arising out of or concerning this contract shall be Munich for merchants, where the respective contract is related to the operation of the merchant's business. The Seller, however, is entitled to bring an action also at the domicile of the Buyer.
The agreement shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

§ 13 Effectiveness of Terms and Conditions

The terms and conditions of this contract shall remain binding even if individual provisions are found to be invalid. Ineffective provisions shall be replaced by such relative provisions as come as close as possible to the spirit and purpose of such ineffective provisions.