



General Terms and Conditions for Goods and Services

I. General Terms

1. The written declarations of both parties are subject for the scope of delivery of goods and services (hereinafter referred to as supplies). The general business terms and conditions of the purchaser are valid only upon written confirmation from MEISTER. The terms and conditions of MEISTER remain valid even if MEISTER within an ongoing business relationship with subsequent orders does not expressly refer to them.
2. For cost estimates, drawings and other documents (hereinafter referred to as documents) MEISTER reserves all property- and copyright utilization rights without restriction. Documents may be passed or presented to third parties only after written permission from MEISTER and must be returned to MEISTER immediately upon request. The sentences 1 and 2 are equally valid for documents of the purchaser, those may however be made available to third parties appointed by MEISTER for the purpose of material acquisition.
3. For standard software, the purchaser has the nonexclusive right to use the software within the agreed performance characteristics in unmodified form on the agreed equipment. The purchaser may create a backup copy without an explicit agreement.
4. Partial shipments are allowed if reasonable for the purchaser.

II. Prices and Payment Terms

1. Prices are ex works, excluding packaging plus the currently valid VAT for Germany. The costs for packaging will be invoiced upon delivery according to the actual standards by MEISTER. If no special agreement exists the prices given in the order confirmation are based on one (1) shipment including legal documentation in German or English language, as requested. Specific packaging or marking of packaging according to purchaser requirements are possible and will be separately priced. The same is valid for customized documentation.
2. MEISTER is entitled to set minimum order values and quantities and to invoice extra charges if these are undercut.
3. If MEISTER has taken over the installation / assembly and unless otherwise agreed upon, the purchaser shall pay the agreed remuneration and any incidental costs such as travel costs, costs for transportation of tools and equipment and personal luggage as well as daily allowances.
4. Payments are to be made without any kind of deduction and free of transaction charges to MEISTER.
5. The purchaser may offset only those claims that are undisputed or legally binding.

III. Title Retention

1. The delivered goods (reserved goods) shall remain the property of MEISTER until all claims resulting from the business relationship against the purchaser have been fulfilled.
2. During the period of retention of title, the purchaser may not pledge or transfer ownership of the reserved goods and reselling is only allowed in the ordinary course of business and only under the condition that the purchaser receives payment from its customer or reserves the title retention until the customer has fulfilled its payment obligations.
3. For any seizure or other act of intervention by third parties, the purchaser shall immediately and in writing notify MEISTER.
4. For contract breaches by the purchaser, especially in case of delayed payment, MEISTER shall be entitled to repossess the goods upon the elapse of a reasonable time given to the purchaser to cancel the contract. The legal obligations on the dispensability of setting a deadline remain valid. The purchaser is obliged to return the goods.



General Terms and Conditions for Goods and Services

IV. Delay for Deliveries; late Deliveries

1. Delivery date information is not binding. Agreed delivery dates commence with the dispatch of the confirmation order by start with the supply of the order confirmation through MEISTER. Compliance with deadlines for deliveries requires the timely receipt of all documentation, permits and releases, especially technical drawings from the purchaser, as well as the compliance with agreed payment terms and other obligations by the purchaser. Should these conditions not be met, the deadlines will be extended appropriately.
2. The delivery date is met when the goods have left our works or when shipping readiness has been communicated. If force majeure or other events hamper the delivery, the delivery period shall be extended accordingly. The same applies to delays in the supply of raw materials and materials, if these delays prevent the timely completion of the delivery and are not caused by MEISTER. The purchaser is entitled to give written notice four weeks after exceeding the confirmed delivery date and to suggest an appropriate extension. After this period has elapsed, the purchaser is obliged to declare at the request of MEISTER, within a further reasonable period of time, whether he will cancel the order or insist on delivery. Cancellation of the order shall be admissible only if the delay was caused by MEISTER.
3. If non-compliance with the agreed delivery dates is due to force majeure such as mobilization, war, rebellion or similar events, e.g. strike or lockout, delivery time shall be extended accordingly. Force majeure also apply to legal or regulatory requirements, standards, norms, etc. which take effect after the date of issuance of the order confirmation.
4. If MEISTER is in delay and the purchaser can provide evidence of damage, the purchaser is entitled to set an adequate deadline (as per paragraph IV. 2 after which he will receive compensation of 0.5% for each full week of delay but not exceeding 5% of the purchase price of the delayed order portion.
5. In all cases of delayed supplies, both compensation claims arising out of delay in delivery as well as damages for unfulfilled performance are excluded if they go beyond the limits specified in paragraph 4, even upon expiration of a deadline given to MEISTER for the delivery. This does not apply if liability is mandatory in cases of willful misconduct, gross negligence or injury to life, limb or health. A change in the burden of proof to the detriment the purchaser is not related to the above regulations.
6. If dispatch or delivery is delayed on request of the purchaser for more than one month after notice of readiness for dispatch, MEISTER is entitled to invoice storage costs of 0.5% of the purchase price of the goods ordered, but not exceeding 5% per month, commencing at the beginning of each month. Proof of higher or lower storage costs shall remain with the contracting parties.

V. Passing of Risk for Transport Damages

1. Risk of transportation damage is transferred to the purchaser, even for deliveries free of shipping charges, under the following conditions:
 - a) deliveries without installation or assembly, if they have been shipped or picked up. At the request and expense of the purchaser, MEISTER will insure deliveries against the usual transport risks.
 - b) delivery with installation or assembly on the day of acceptance on their own premises or, if agreed, after a successful trial run.
2. If the shipment, the delivery, the start of, or the execution of the installation or assembly, the acceptance in their own facilities or the trial run are delayed by the purchaser or if the purchaser has otherwise failed to accept delivery, the risk will be transferred to the purchaser.

VI. Receipt

The purchaser shall not refuse acceptance of deliveries due to minor defects.



General Terms and Conditions for Goods and Services

VII. Material Defects

The liabilities of MEISTER for material damages are as follows:

1. All parts and services exhibiting material defects within the warranty period, which were evident at the time of receipt, shall be repaired or replaced by MEISTER without charge, regardless of their operating time, if the cause of the defect was known at the time of the transfer of risk.
2. Claims for material defects expire 12 months after delivery. This does not apply for claims under German Civil Code §§ 438 Clause 1. No. 2 (Buildings and objects for buildings), 479 Clause 1 (Recourse claim) and 634a Clause 1 No. 2 (construction defect) if the code foresees longer terms and/or in cases of injury to life, limb or health, or an intentional or grossly negligent breach of duty on behalf of MEISTER and fraudulent concealment of a defect. The legal provisions regarding suspension, interruption and recommencement of limitation periods remain unaffected.
3. The purchaser shall immediately and in writing, inform MEISTER of all material defects.
4. If the complaint is unjustified, MEISTER is entitled to invoice any expenses incurred to the purchaser.
5. First, MEISTER shall be given an opportunity to remedy the fault within a reasonable period of time. If the remedy fails, the purchaser is entitled to rescind the contract or reduce payment without prejudice to any claim for damages pursuant to Article XI.
6. Warranty claims shall not include minor deviation from the agreed quality, minor impairment of usefulness, natural wear and tear or damage arising after the transfer of risk, faulty or negligent handling, excessive strain, unsuitable equipment, defective construction work, unsuitable environmental conditions or because of special external influences, which were not evident during the ordering process, as well as non-reproducible software errors. If the purchaser or third parties undertake modifications or improper repairs, the consequences thereof are likewise excluded from the warranty.
7. Claims by the purchaser for the purpose of supplementary performance, in particular transport, travel, labor and material costs are excluded to the extent that expenses are increased because the object of delivery has been taken to a place other than the premises of the purchaser, unless the transfer is in accordance with the intended use.
8. Recourse claims of the purchaser against MEISTER, according to German Civil Code § 478 (Recourse of the entrepreneur) are limited to the legal warranty claims and do not consider agreements made by the purchaser and his customer. The extent of the recourse of the purchaser against MEISTER is restricted to German Civil Code § 478 Clause 2 and 8.
9. For claims for damages, please refer to Article X (Other claims for damages). Additional or supplemental claims against MEISTER, other than those specified in Article VII regarding defects are excluded.

VIII. Return Shipments

For products being returned, regardless of the reason, the currently valid provisions of the returns policy set by MEISTER will apply. Return shipments which do not comply with the returns policy may be refused by MEISTER at the expense of the consignor.

IX. Commercial Property Rights and Copyrights; Title Insurance

1. Unless otherwise agreed, MEISTER is required to deliver only within the country of delivery free of commercial property rights and copyrights (hereinafter referred to as IPR) of third parties. If a third party claims infringement of property rights by MEISTER, and provides justified claims against the purchaser for supplies used within the agreed contractual parameters, and raises the justified claim, within the period specified in article VII No. 2, MEISTER will be liable to the customer (or purchaser?) as follows:



General Terms and Conditions for Goods and Services

- a) MEISTER shall at its discretion and at own cost obtain a right of use for the supplies concerned, or modify or exchange them so that the property right is not infringed. If this is not reasonably possible for MEISTER, the purchaser shall have the legal rights to rescind the contract or reduce payment.
 - b) The obligation of MEISTER to pay damages is governed by Article X.
 - c) The above obligations of MEISTER shall only apply if the purchaser immediately and in writing, informs MEISTER of the third party claims asserted and does not acknowledge any infringement. MEISTER shall assume all responsibility for all countermeasures and settlement negotiations.
2. Claims of the purchaser are excluded if he is responsible for the violation of property rights.
 3. Claims by the purchaser shall also be excluded if the infringement is caused by specific demands by the purchaser, through an application not predictable by MEISTER in advance, or due to the fact that the delivered product is modified by the purchaser or not used together with products delivered by MEISTER.
 4. In the case of infringement of property rights the provisions of Article VII, No. 4, 5 and 9 shall apply according to the claims of the purchaser regulated in paragraph No. 1 a).
 5. In case of other violations in title, the provisions of Article VII shall apply accordingly.
 6. Further or additional claims against MEISTER and its agents, other than those specified in Article VIII because of deficiencies in title are excluded.

X. Impossibility; Adaptation of the Contract

1. If delivery is impossible, the purchaser shall be entitled to claim damages, unless MEISTER is not responsible for the impossibility of the delivery. However claims of the purchaser are limited to a maximum 5% of the value of the portion of the supply which cannot be delivered and cannot be put into useful operation. This limitation shall not apply if liability is mandatory in cases of willful misconduct, gross negligence or injury to life, limb or health nor is a change in the burden of proof to the detriment of the purchaser is not linked to this. The customer's right to withdraw from the contract remains unaffected.
2. Where unforeseeable events within the meaning of Article IV, No. 2, considerably change the commercial relevance, economic importance or the contents of the Supplies or affect the operation of MEISTER significantly, the contract shall, in good faith, be adjusted adapted appropriately in good faith. If this is not economically justifiable, MEISTER has the right to cancel the contract. If MEISTER chooses wants to exercise the right of rescission, make use of this right of rescission, then MEISTER will immediately, and in writing, after realization of the significance of the event needs to inform the purchaser, even if it was initially agreed with the purchaser to extend the delivery period.

XI. Other Claims for Damages

1. Damages and compensation claims by the purchaser (hereinafter: claims for compensation), for whatever legal reason, including infringement of duties arising from the contract or tort, shall be excluded.
2. This does not apply in the case of mandatory liability, e.g. under the Product Liability Act, in cases of willful misconduct, gross negligence, injury of life, limb or health, in violation of essential contractual obligations. The claim for damages for the violation of essential contractual obligations is limited to typical, foreseeable damage if there is no willful misconduct or gross negligence or liability for injury to life, limb or health. A change in the burden of proof to the detriment the purchaser is not related to the above regulations.
3. Unless the purchaser is entitled to claims for damages according this Article X, these shall expire according to the limitations for claims for defects given in Article VII, No. 2. For damage claims under the Product Liability Act, the legal expiry regulations are applicable.



General Terms and Conditions for Goods and Services

XII. Jurisdiction and Applicable Law

1. The sole place of jurisdiction in all disputes arising directly or indirectly, if the purchaser is a merchant, is the registered business address of MEISTER. MEISTER is also entitled to sue at the location of the purchaser.
2. The legal relationships in connection with this contract is based on German substantive law. The UN Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

XII. Validity of Contract

The contract remains binding even in case of the legal invalidity of individual provisions in its other parts. This does not apply if adherence to the contract would be unreasonable for any party.