

## MEVA General Purchasing Terms (GPT MEVA)

### Section 1: Applicable Law

The exclusive applicable law for the subsequent General Purchasing Conditions (GPT MEVA) and the agreements concluded in reference to the the GPT MEVA, its coming into force, its effectiveness, interpretation and implementation, as well as all further existing or future legal relationships between the Parties shall be the Law of the Federal Republic of Germany by excluding international law, particularly the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided that nothing to the contrary is agreed upon in writing in individual cases.

### Section 2: Validity of the Conditions

1. The GPT MEVA of MEVA Schalungs-Systeme GmbH (hereinafter "MEVA") apply only for business activities with companies within the meaning of Section 14 BGB (German Civil Code), legal entities under public law or a special fund under public law (hereinafter the "Supplier"), as well as for contracts and legal transactions for which MEVA acts with power of attorney on behalf of a third party towards the Supplier.
2. For all orders (deliveries and services) of MEVA, in any form whatsoever, the GPT MEVA shall apply exclusively. Without special indication or explicit agreement being necessary, this also applies for future orders by MEVA from the same Supplier, even should this not take place as part of an ongoing business relationship.
3. Provided that no deviating agreements are made, the currently valid version of the GPT MEVA resp. in any case the last version of the GPT MEVA disclosed to the Supplier in text form shall form part of the contract.
4. Other provisions, especially General Terms and Conditions of the Supplier, shall only and insofar form part of the contract, as MEVA does explicitly consent in writing to their inclusion upon the conclusion of the contract. This requirement of consent shall apply in any case, for example even if the Supplier refers to its General Terms and Conditions in the order confirmation and MEVA does not expressly object to this.
5. Conflicting terms and conditions of business do not affect the establishment of a contract if the contracting parties have come to an agreement on all major points. The corresponding contractual conditions from both sides underlie the interpretation of the contract; in all other respects, legal provisions shall apply.
6. Legally relevant declarations and notifications by the Supplier in relation to a contract concluded subject to the GPT MEVA shall be made in writing or text form (Sections 126 and 126b BGB) as provided for in the GPT MEVA. Statutory formal requirements remain unaffected.
7. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification the statutory provisions shall therefore apply insofar as they are not amended or excluded in the GPT MEVA.
8. The version of GPT MEVA currently in force has been published at [www.meva-international.com](http://www.meva-international.com).

### Section 3: Quotations and Conclusion of Agreements

1. A contract comes into effect upon MEVA placing an order based on a Supplier's quote.
2. Quotes must be made in writing or in text form, free of charge and in German language. In suitable cases, by way of derogation, a data exchange procedure may be stipulated by MEVA.
3. Orders, agreements, amendments and other legal declarations by MEVA are only binding if they are granted, confirmed or stated in writing or in text form.
4. Should a verbal order be placed, by way of derogation in an exceptional case, the contract shall require confirmation by MEVA's purchasing department in order to be valid (see clause 9 below).
5. Quotes are to be provided in full and must include all the requested services, taking MEVA's requirements into account. Should a quote deviate from the specifications, this is to be indicated to MEVA explicitly in the quote. The option to submit alternative quotes and special proposals remains unaffected.
6. The Supplier is bound to a quote for the duration specified by the Supplier in the quote. Should no duration or a shorter duration be specified in the quote, the duration shall amount to four weeks from receipt of the quote by MEVA.
7. Cost estimates are non-binding and not to be compensated unless prior otherwise agreed by the Parties in writing.
8. All prices are to be stated in the national currency of the supplier (if this is not the euro, then also in EUR). These are fixed prices unless explicitly indicated otherwise. Insofar as it is not clear whether value added tax has been included in the price, the price is assumed to be gross.
9. Quotes and correspondence must be sent to the purchasing department only.

### Section 4: Inspection Obligation, Procurement Obligation

1. The Supplier undertakes to inspect drawings, illustrations, descriptions, calculations, specifications as well as any other information and stipulations it becomes aware of for errors and inconsistencies independently within the scope of his general and technical knowledge, and to report and clarify any concerns with MEVA in writing or text form immediately.
2. The Supplier bears the procurement risk for the contractual objects.

### Section 5: Guarantee and Claims for Defects

1. The Supplier in particular undertakes to supply deliveries and/or services that are free from defects and have the guaranteed resp. promised characteristics. It guarantees in particular that the deliveries and services correspond to the state of the art, the generally recognised technical and occupational safety regulations of the authorities and professional associations and are in compliance with relevant legal provisions.

2. All the information and stipulations concerning the products provided to the Supplier are binding, potentially subject to clarification of any concerns in accordance with Section 4 no. 1 GPT MEVA.
3. The approval of illustrations, calculations etc. of the Supplier by MEVA does not affect the Supplier's sole responsibility for its deliveries and services.
4. Labelling of any kind specified by MEVA are to be attached to the products in accordance with the specifications.
5. MEVA's obligation for examination and notification of defects is governed by legal provisions (Sections 377 and 381 German Commercial Code, HGB) with the following measures: the inspection obligation is limited to defects that are evident upon the incoming goods inspection through an external examination of the goods, including delivery papers, as well as at the quality control through a sampling procedure (e.g. damage in transport, incorrect and short deliveries). There is no inspection obligation should acceptance (Abnahme) be agreed. In general, this depends on to what extent an examination is feasible, taking the circumstances of the individual case into account, in accordance with the proper course of business. MEVA's obligation to report defects discovered later remains unaffected, whereby the report of a defect is regarded as having been made immediately and on time if it reaches the Supplier within 14 calendar days.
6. Legal provisions concerning material defects and defects of title apply for this guarantee, provided that nothing to the contrary is stipulated below.
7. Should the Supplier not fulfil its obligation for supplementary performance within a reasonable deadline stipulated, without being entitled to refuse supplementary performance, MEVA shall be entitled to rectify the defect, have the defect rectified by a third party or acquire a replacement from a third party at the expense of the Supplier. The Supplier is to reimburse MEVA for expenses incurred as a result; MEVA is entitled to demand an advance payment for this purpose. If supplementary performance by the Supplier has failed or is unreasonable for MEVA (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; MEVA shall inform the Supplier of such circumstances immediately, if possible in advance.
8. Costs that arise for the Supplier due to inspection and supplementary delivery (including any potential dismantling and assembly costs) are to be borne by the Supplier itself even if it transpires that no defect in fact existed. MEVA's liability towards the Supplier for claims for compensation for damages in the case of unjustified claims for the rectification of defects can only be justified if MEVA knew that no defect existed, or was not aware of this as a result of gross negligence.
9. Mutual claims expire in accordance with statutory provisions, insofar as nothing to the contrary is stipulated below. Notwithstanding the provisions in Section 438, Para. 1, no. 3, BGB, the standard limitation period for claims based on material or legal defects shall be three years from the transfer of risk or acceptance, provided that this is necessary.  
The limitation periods from the sale of goods law including the above extension apply for all claims for defects. Should MEVA also be entitled to extra-contractual claims as a result of a defect, the normal statutory limitation periods shall apply (Sections 195 and 199 BGB) should the application of the above limitation periods of sale of goods law not lead to a longer limitation period.

#### **Section 6: Supplier Recourse, Product Liability, Insurance**

1. In addition to the claims for defects, MEVA shall be entitled without restriction to the legally determined claims for expenses and recourse within a supply chain (Supplier Recourse pursuant to Sections 478, 445a, 445b BGB). In particular, MEVA is entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the supplier that MEVA owes its customer in the individual case. The statutory right of choice (Section 439 para. 1 BGB) is not restricted by this.
2. Before MEVA acknowledges or fulfills a claim for defects asserted by its customer (including reimbursement of expenses pursuant to Sections 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), MEVA shall notify the Supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by MEVA shall be deemed to be owed to the customer. In this case, the supplier shall be responsible for providing evidence to the contrary.
3. The claims of MEVA arising from Supplier Recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by MEVA, its customer or a third party, e.g. by installation, attachment or installation.
4. The Supplier undertakes to release MEVA from any claims arising from product liability and to compensate resulting damages, provided that these are caused by a fault in the goods supplied/manufactured by the Supplier. Within the scope of its indemnification obligation, the Supplier also reimburses all costs and expenses required in accordance with Sections 683 and 670 BGB, including any incurred as a result of a legal action or recall. The Supplier shall be informed as to the content and scope of the recall measures to be undertaken to the extent that this is possible and reasonable. In all other respects, the legal provisions apply.
5. The Supplier is obliged to take out and maintain product liability insurance with an appropriate coverage amount. Evidence of this is to be provided to MEVA on request.

#### **Section 7: Protection of Commercial Rights, Expertise and Ownership**

1. Models, templates, illustrations, software, documentation and other documents, as well as materials, tools, production equipment, measuring and testing devices as well as expertise provided to the Supplier by MEVA remain the general property and sole legal responsibility of MEVA. MEVA reserves any copyrights. Such objects are to be handled confidentially and may only be passed on to third parties who have the same obligation to maintain confidentiality, subject to the explicit, written prior consent of MEVA.
2. The aforementioned items, documents and information are to be returned to MEVA immediately and unprompted or, in the case of digital transmission, to be deleted as soon as the contractual service has been conclusively provided, the business relationship is terminated or the Supplier no longer requires them for the provision of the service. Any other physical or legal disposal and/or direct or indirect utilisation by the Supplier or third parties is not permitted.
3. In the case of research, development, construction, engineering and other contracts that govern the development of a technical problem solution, all inventions of the Supplier that it developed through the fulfilment of the contract and all intellectual property rights registered, to be registered or already granted are held by MEVA alone. The same applies accordingly for new technical expertise that are not well known technology. The Supplier shall make use of inventions by its employees at the request of MEVA. The Supplier undertakes to inform MEVA of the employee invention and technical expertise in writing within six weeks. The costs incurred in accordance with the Employee Inventions Act are borne by MEVA.
4. MEVA retains ownership of substances, tools, materials and other items that are provided to the Supplier for the purpose of

manufacture. Such items, provided that they are not processed, are to be safely stored separately at the expense of the Supplier and to be insured against loss and damage in the amount of the replacement value. The processing, mixing or combination (further processing) by the Supplier of materials provided is carried out for MEVA.

#### **Section 8: Violation of Third Party Property Rights**

The Supplier gives its assurance that no patents or intellectual property rights of third parties are infringed upon in connection with its delivery/performance and, upon first request, will exempt MEVA from any third party claims that are asserted against MEVA in this respect. The Supplier shall reimburse MEVA for necessary expenses and damage incurred by MEVA due to or in connection with a claim by a third party. Regardless of this, MEVA is entitled to conclude agreements with third parties without the approval of the Supplier, particularly settlements for the alleged infringement of intellectual property rights.

#### **Section 9: Granting Advantages and Other Criminal Offences**

1. The Supplier undertakes, in the context of the supplier relationship, to refrain from anything that could lead to culpability due to a violation of competition law, breach of trust, granting of advantages, active and passive corruption or other criminal acts related to corruption on the part of persons employed by the Supplier or other third parties. Notwithstanding the foregoing, the Supplier is obliged to strictly comply with all laws and regulations affecting this supplier relationship.
2. In the event of an infringement, MEVA is entitled to the extraordinary termination of the contract or to withdraw from the contract resp. end negotiations.

#### **Section 10: Supplier and Security Declaration**

1. The Supplier undertakes to submit a supplier declaration or a proof of origin corresponding to relevant regulations, including customs regulations. Should a long-term supplier declaration be submitted, the Supplier undertakes to inform MEVA immediately and unprompted of any change to the characteristics of the goods that are relevant with regard to the rules on preferential origin. The Supplier is liable for all damage that results from inaccurate content, an improper design or the Supplier culpably not making corresponding declarations in good time.
2. The Supplier confirms that it holds, has applied for or will apply for the status of Authorised Economic Operator (AEO) and AEO C or AEO S certificate.

Suppliers that currently do not satisfy the requirements set out above are obliged to fulfil the following requirements for the purpose of the AEO, specifically

- that goods produced or stored for, transported to or accepted by Authorised Economic Operators or on their behalf,
  - are produced, stored, processed, worked on and loaded at secure business premises and in secure loading and shipping areas, and
  - are protected from unauthorised access during production, storage, processing, work, loading and transport,
- that the production, storage, processing, working, loading, transport and handover of such goods is only undertaken by reliable personnel, and
- that business partners acting on behalf of the Supplier have been informed that they also must comply with the above measures in order to secure the entire supply chain.

The Supplier undertakes to inform MEVA immediately and unprompted of any change to circumstances that may be relevant with regard to the security requirements. The Supplier is liable for all damage that results from its violation of the above obligations. In this respect, it shall release MEVA upon first request from any claims by third parties and compensates MEVA for all fines and other costs incurred as a result of the above facts.

#### **Section 11: Replacement Parts**

1. The Supplier undertakes to keep replacement parts under appropriate conditions for the products delivered by it for the intended period of use, but for at least ten years following their delivery, and to provide these on request.
2. Should the Supplier discontinue the production of replacement parts, it must inform MEVA of this in good time in advance, usually being one year at least, and give MEVA the opportunity to place a final order.

#### **Section 12: Deadlines, Delivery, Transfer of Risk**

1. Delivery or performance deadlines stated by MEVA in the order are binding contractual deadlines. Should such information be missing in an exceptional case, the goods or services are to be delivered or performed within 14 days after the order date at the latest.
2. Should a binding deadline in accordance with the clause above not be observed by the Supplier, it shall inform MEVA immediately of a precise, feasible delivery deadline. Furthermore, the Supplier is in any case obliged to inform MEVA immediately and unprompted of any difficulties it has regarding delivery or performance, regardless of the reason for such difficulties.
3. Guidelines for delivery set by MEVA, particularly mode of transport, forwarder and shipping instructions, must be strictly adhered to by the Supplier and its agents.
4. The deliveries are to be packaged in accordance with statutory provisions, the German Packaging Ordinance and MEVA's packaging guidelines.
5. The agreed quantities must also be precisely complied with in the case of part deliveries; for bulk items, however, an over-delivery of up to 3% of the ordered quantity is permitted.
6. Part deliveries are only permitted in accordance with a corresponding, written agreement or subsequent written approval by MEVA. MEVA may not refuse approval without due cause.
7. The destination (delivery address) for all deliveries is MEVA's registered office in Haiterbach, provided that MEVA has not explicitly stated another delivery address in writing or in text form.
8. All deliveries and services are provided DDP (Incoterms) destination. For deliveries to construction sites or directly to third parties, shipment takes place at the expense and risk of the Supplier.

9. Should official authorisations or certification be required for the performance of a delivery or parts thereof, particularly for their import or export, the Supplier undertakes to acquire these in good time at its own expense.
10. A delivery note with precise and complete content information, particularly the net weight per item, the total weight, MEVA's order number and MEVA's item number is to be attached to every delivery/shipment. The customs tariff number is to be stated.
11. If the Supplier has agreed to carry out the installation or assembly, or if nothing is agreed to the contrary, the Supplier shall bear all the necessary costs for this, unless regulations stipulate otherwise.
12. In the event of the lack of or improper payment instruments, shipment papers, certificates of origin or evidence of VAT, MEVA reserves the right to refuse acceptance of the goods at the expense and risk of the Supplier.
13. For quantities, weights and dimensions, unless proven otherwise, the values determined by MEVA upon the inspection of incoming goods are decisive.
14. The unconditional acceptance of a delayed delivery or service does not lead to the waiving of MEVA's claims for default interest, compensation for damages and/or penalties; this applies until the complete payment of the amount owed by MEVA for this delivery or service.
15. The risk transfers to MEVA upon receipt of the goods at the destination.

### **Section 13: Prices and Payment Terms**

1. The price stated in the order is binding. It includes all services and costs of the Supplier, including all ancillary services and all ancillary expenses (e.g. packaging, shipping as well as shipment and liability insurance) as well as any taxes and custom duties. The Supplier must take back its packaging material at its own cost at the request of MEVA.
2. Invoices must include MEVA's order and article number, the precise designation and quantity of the goods provided as well as the price per item or quantity. They are to be sent to the address stated in the order.
3. Unless the Parties make a contrary agreement, the agreed price is due for payment within 90 calendar days from complete and correct delivery and performance (and potentially acceptance) as well as receipt of a duly drafted invoice. The Supplier shall grant a discount of 3% of the net invoice amount for all payments made within 14 calendar days, and a 2% discount for payments within 30 calendar days.
4. Maturity interest shall not be paid. The statutory regulations apply for the occurrence of the default, but a written reminder by the Supplier is required in all cases.
5. MEVA shall in principle have rights of set-off and retention as well as the right to object to the non-fulfilment of the contract. MEVA is entitled in particular, however, to withhold any payment due insofar as it has claims for incomplete or faulty deliveries and performances against the Supplier.
6. The Supplier shall only have a right of set-off or retention on the basis of court-established or undisputed counterclaims.

### **Section 14: Ownership**

The assignment of the goods to MEVA takes place unconditionally and regardless of the payment of the price with the delivery and handover to MEVA. Should MEVA accept a quote by the Supplier for assignment that is subject to the payment of the purchase price in an individual case, this retention of title shall lapse upon the payment of the price for the delivered goods at the latest. In the proper course of business, MEVA also remains entitled to resell the goods before the payment of the purchase price subject to the (potentially pro rata) advance assignment of the resulting claims. All other regulations governing the retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing, are excluded.

### **Section 15: Force Majeure, Withdrawal from the Contract**

Force majeure, unjustified work strikes, interruptions of operations for which we are not responsible, riots, official measures and other unavoidable events entitle MEVA – other rights notwithstanding – to withdraw from the contract wholly or in part, provided that they are not for an inconsiderable duration and result in a considerable reduction in the requirements ordered by MEVA.

### **Section 16: Contractual Penalties, Compensation for Damage**

1. Should the Supplier fail to fulfil its performance obligation in good time, MEVA is entitled to charge a contractual penalty in the amount of 1.0% of the overall charge for each complete or incomplete calendar week, but up to a maximum of 5% of the overall charge. This does not apply should the Supplier prove that it is not responsible for the delay.
2. The contractual penalty is incurred should the Supplier be in default of delivery. It is due for payment immediately.
3. The contractual penalty may be claimed in addition to the entitlement for fulfilment. Should MEVA accept the delayed fulfilment, the contractual penalty may also be demanded should MEVA not have reserved this right upon acceptance of the service. In this case, reserving the right to assert the contractual penalty must be declared upon the last payment (final payment) at the latest; the declaration may also be made by means of a form.
4. The assertion of further damage is not excluded; the contractual penalty is to be calculated accordingly.

### **Section 17: Final Provisions, Jurisdiction**

1. The place of fulfilment and for supplementary performance for payments and deliveries is the registered office of MEVA in Haiterbach.
2. The exclusive – including international – place of jurisdiction for all disputes is the competent court for the registered office of MEVA in Haiterbach, and also the place of jurisdiction of the Supplier at the discretion of MEVA.
3. Any subsidiary agreements, reservations, changes and additions to existing agreements shall require the approval of MEVA in writing or text form in order to be valid.
4. Any use of agreements and/or orders for reference and advertising purposes by the Supplier is not permitted without the prior written approval of MEVA and may trigger claims for compensation.