

General Terms and Conditions (B2B)

1. Scope of application

All offers and deliveries of goods as well as for the provision of services by MEC are made on the basis of transactions between entrepreneurs (B2B) and shall be governed by these general terms and conditions (AGB). These terms and conditions are until further notice, the terms of reference for all future transactions.

2. Conclusion of contract

2.1 The content of MEC brochures and promotional announcements are not part of the contract, except this is offered.

2.2 Any contract needs an order and order confirmation. The sending or handing over of the ordered goods by the client is also taken as a completion of order. If offers are sent to MEC, the tenderer shall be bound to the offer for an appropriate period of at least 8 days after the offer is received.

3. Prices

3.1 The price on the date of delivery / service applies if there is no agreement.

3.2 Insofar as nothing is agreed to the contrary all prices of MEC are quoted "ex works – Finkenstein/Austria" – in Euro (€) with commercial packing. If you need a special packing (for example individual packing or sea worthy packing) you have to pay extra.

3.3 All taxes, customs duties and other levies which the Buyer is liable for on account of accepting the object of contract shall be borne by the Buyer, unless the Seller has expressly obligated itself to payment of such in writing.

3.4 If the labour costs should rise between the conclusion of contract and delivery because of collectively agreed regulations for this industrial sector / works council agreement MEC is allowed to adjust prices. MEC is also allowed to adjust prices, if the costs for the production are changing like costs for material, engine, transport, outsourced activities, founding, etc.

4. Terms of payment, default interest

4.1 Payment is due after 14 days of receipt of the invoice strictly net and free of costs and exempt from postage and charges. Cash discount is only allowed by a separate agreement.

4.2 Without any protest against MEC's invoice within two weeks, the bill shall be deemed as accepted.

4.3 In case of default of payment MEC is entitled at our option to demand compensation for non-performance or default interests at the statutory rate. In case of default of payment MEC is entitled to demand compound interests from the date of delivery of the goods.

5. Overdue fines and expenses of collection

5.1 In case of default of payment the customer has to pay overdue fines amount € 20,00 plus postage for each reminder issued and every six months € 5,00 for maintaining evidence of the contractual obligations in the debt collection process. In addition, the codes of the debt collection agency to be inversed up to the maximum collection fee specified in the respective ordinance and the costs of lawyers in accordance with the Lawyers Fees Act.

6. Delivery, transport, default of acceptance, transfer of barrels

6.1 Unless agreed otherwise the dispatch of the goods is carried out at the risks and expenses of the customer. The bill will include payments for transport and delivery as well as an adequate extra charge, at least the freight charges valid at the delivery day of the chosen mode of transport including sufficient transport insurance. For the hassle of loading operations which are calculated on a time basis the customer has to pay the customary standard.

6.2 The buyer bears the transit risks for shipping without insurance. In case of damage, the buyer bears the full costs.

6.3 In the event the customer has not accepted the goods as agreed (delayed acceptance), MEC is entitled, after an uncessfull period of grace, to store the goods on our premises and charge a storage fee of 0,1 % of the gross invoice amount per calendar, or to store the goods by an authorised businessman at the cost and risk of the customer MEC is entitled to insist upon the fulfilment of the contract or after setting an appropriate period of grace to withdraw from the contract and use the goods for other purposes.

6.4 Regardless of the Austrian law the risk of accidental loss or degradation of goods is merged to the customer with the handing over the goods to the selected forwarder or "free at destination".

6.5 In case of an inability to deliver or other performance (temporal or permanent), because of force majeure, MEC is released for the duration of the obstruction from the performance duty. This is also the case if they occur during a delay in delivery that has already occurred.

7. Reservation of title and enforcement

7.1 Up to the full payment of the purchase price the goods and businesses remain the sole and unrestricted property of MEC. The customer is informed and agrees about the reservation of title at the contract signing to.

7.2 MEC is entitled to demand the return of the goods, which are MEC's property and to pick them up. Assertion of these rights for MEC shall not be held to have withdrawn from the contract, unless such withdrawal has been explicitly declared. In case of taking back of goods, MEC is – besides other debts - entitled to invoice eventual expenses for transport and manipulation.

7.3 All items delivered by MEC remains its property – also after and despite possessing or machining - until the purchaser has made all payments relating to the contract. MEC becomes co-owner of the newly created product in relation of the value to the goods delivered and processed at the date of processing or machining.

7.4 The customer may neither pledge goods that are subjects to proprietary rights nor offer them as security. For any distrains or other demands by third parties, the customer is entitled to claim MEC's reservations of title and to notify MEC immediately.

7.5 The customer assumes the full risk for the preserved goods, especially for destruction, use or deterioration.

8. Place of Performance

8.1 The place of performance for all obligations arising from this contract is at the company location of MEC in Warmbaderstrasse 22, 9584 Finkenstein, Austria.

9. Delivery date

9.1 MEC shall have the right to exceed the agreed dates and delivery terms by up to

two weeks. Only after elapse of this period may the customer withdraw from the contract after first setting a reasonable period of grace.

10. Avoidance of Contract

10.1 Besides the general regulations of law MEC is entitled to withdraw from contract in case of delayed acceptance of offer (item 6.) or other important reasons as especially initiation of bankruptcy proceedings of a contract party or dismissal of a bankruptcy petition for lack of cost-covering asset. In the event of rescinded contract by fault of the customer, MEC has the option of seeking liquidated damages of 35% of the gross invoice amount or the compensation of incidental damages.

10.2 If the customer is in default on payment, MEC is released from any other performance, duties and delivery obligations and entitled to withhold any outstanding deliveries or services as well to demand payments in advance and/or deposits or to withdraw from the contract after setting a reasonable extended time limit.

10.3 The pre-condition for the customer to withdraw from the agreement is a delay in supply caused by gross negligence on the part of MEC and only after a reasonable period of grace has elapsed.

10.4 If the customer withdraws from the contract without just cause, or demands its cancellation, MEC shall have the right to choose between insisting on performance of the contract and cancellation of the contract; in the latter case the customer shall be obligated at MEC's discretion to pay either a fixed rate of damages of 20% of the gross invoice amount or compensation for the loss actually incurred.

11. Minor Changes

11.1 Marginal and for the customer reasonable alterations of the obligation to deliver and perform are deemed to be accepted in advance (for example packing, slight and wide variations).

12. Guarantee, returns, duty to inspection and objection

12.1 In case of repairable defects we can perform claims for warranty of a client either by correction or exchange within a reasonable period of time. The warranty is limited to 12 month, starting with the time from which the products would have had to be sent or picked up by the customer.

12.2 Within the meaning of the § 377 UGB (Austrian Commercial Code), the customer has to inspect the delivered goods immediately at least, however, 6 working days after the receipt of goods. Should notice of defect not be given or not be given in time and in writing, the goods shall be considered approved.

12.3 Shipments back to MEC will only be accepted with an enclosed and from the customer filled out "RMA Request"-form. On our website www.mec-energietechnik.at is a button to download this form or you can order this form by mail, email, fax or telephone.

MEC Energietechnik GmbH

Warmbaderstrasse 22
9584 Finkenstein, Austria

Tel: +43 4254 / 25 281 - 0

Fax: +43 4254 / 25 281 - 0 – 11

E-mail: sales@mec-energietechnik.at

12.4 If no defect can be found MEC will charge a fixed rate for testing of € 50,- excl. VAT per hour.

13. Compensation for damages

13.1 MEC shall not be liable for any case of slight or gross negligence, except for personal damage. The customer has to prove the act of slight or gross negligence (simply negligence and/or gross negligence).

13.2 The time limitation for assertion of compensation/damages/claims is one year and commences with receiving the product by customer.

13.3 Before the use or transport of IT-products and before the installation of computer programmes, the customer shall be obligated to adequately backup all data already existing on the computer facility, otherwise the customer shall be held responsible for loss of data and all losses associated therewith.

14. Product liability

14.1 All and any regress claims raised against MEC by the customer or third parties based on product liability are expressly excluded, unless the claimant can prove that a defect was caused in the sphere of responsibility of MEC and at least by gross negligence on the side of MEC.

15. Compensation

15.1 Any offset with counterclaims against our claims, irrespective of what type, is excluded.

16. Assignment of Claims

16.1 In the event of delivery under reservation of ownership, the customer shall already now assign its claim against third parties to MEC for payment, insofar as these arise through the sale or processing of MEC's goods until final payment of our open debt claims.

16.2 The customer must name his buyer to MEC on request and notify its buyer of the assignment. The assignment shall be entered in the business accounts, in particular in a list of open items, and must be clearly visible to the buyer on delivery notes, invoices, etc.

16.3 If the customer is in arrears with its payments to MEC, sales proceeds received shall be kept separate and the customer shall possess this solely in MEC's name.

16.4 Any claims against an insurer shall have already been assigned to MEC within the limits of § 15 Versicherungsvertragsgesetz (Insurance Contract Law).

16.2 Claims against MEC cannot be assigned without our explicit content.

17. Withholding

17.1 The customer is not entitled to withhold payments on account of claims under the scheme of warranty or other claims.

18. Missed Deadline

18.1 In case of agreed partial payment, it is agreed that if the client is in delay of payment of one instalment, all further payments become due without immediately.

19. Applicable law, Competent Court

19.1 The laws of the Federal Republic of Austria shall apply to all legal relations arising in connection with this contract. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

The contracting parties agree on Austrian domestic jurisdiction. Klagenfurt shall be the venue for all legal disputes arising from this contract.

20. Data protection, Change of address and copyright

20.1 The customer gives his consent regarding the fact that **the personal data** stipulated in the contract and presented for its performance out can be stored and processed by MEC's automatic systems.

20.2 The customer is obligated to disclose changes of home- and business address, as long as the contract value transaction is not entirely fulfilled by both parties. In the event that this notification is not given, declarations shall then also count as delivered if they are sent to the last notified address.

20.3 Plans, sketches and other technical documentations as well as sample catalogues, brochures, images and alike remain MEC's intellectual property. The customer receives no form of work use or exploitation rights.

21. Confidentiality

21.1 The contractual partner undertakes to treat as a trade secret all commercial and technical details not commonly known and which become known to it in the cause of the business relation.

22. Salvatorius clause

22.1 If one or more individual regulation/s of these general business terms be or become fully or partially ineffective, the effectiveness of the remaining conditions will not be affected.

Finkenstein, January 2021

Version: 1.4

The [German version of general terms and conditions](#) (GTC) shall take precedence over this English version of GTC.