

1. SCOPE OF APPLICATION

These MEESA Terms and Conditions of Purchase apply exclusively to all inquiries, orders, purchases, and other legal transactions.

Any deviating terms and conditions of the supplier are only effective with written consent. Acceptance or payment of the delivery does not constitute consent. These terms and conditions also apply to all further transactions and supplement existing agreements, including e-commerce agreements.

In the event of contradictions, the following shall apply: a) special agreements confirmed in writing, b) these Terms and Conditions of Purchase, c) mandatory statutory provisions.

2. OFFER, ORDER, CONTRACT

2.1 Offers are binding, free of charge, and must correspond to tenders; deviations must be communicated in writing.

2.2 Only written orders (including fax/email) are binding; deviations in order confirmations have no effect.

3. PRICES

Prices are fixed prices in euros (€) including packaging, transport, customs, insurance, and transport permits. Payment term: 30 days net after receipt of invoice.

4. INVOICE AND PAYMENT

4.1 Invoices must be complete, legally compliant, and sent separately from the delivery, with the order number and order date.

4.2 Payment does not constitute acceptance of the delivery; MEESA may withhold payments in the event of non-contractual performance.

4.3 Claims may only be assigned with consent.

5. DELIVERY, DELIVERY TIME, SUPPLIER

5.1 Deliveries shall be made DDP MEESA, Lunzerstraße 70, AT-4030 Linz, unless otherwise agreed.

5.2 Deliveries shall be made on time and in the correct quantity; the benchmark shall be receipt or timely acceptance.

5.3 Delays in delivery must be reported immediately in writing; MEESA may assert a contractual penalty or withdraw from the contract from the 5th day onwards; further claims for damages remain unaffected.

5.4 Delays due to missing documents from MEESA do not constitute a delay.

5.5 Force majeure temporarily releases MEESA from its obligations; MEESA may postpone deadlines or withdraw from the contract.

6. SHIPPING

Shipments must include a delivery note and MEESA labeling; partial deliveries are only permitted with written agreement.

7. ORDER DOCUMENTS

Documents remain the property of MEESA; use is permitted for production purposes only, return upon request. All documents must be treated as confidential; the supplier is liable for violations.

8. PROJECT CONTROL

MEESA and end customers may carry out registered inspections during normal working hours.

9. TRANSFER OF RISK

Unless otherwise agreed in the contract, benefits and risks shall pass to MEESA in accordance with Incoterms® 2020. In the case of EXW delivery, the transfer shall take place ex works; in the case of DDP, it shall take place at the agreed destination.

10. LIABILITY

The supplier shall be liable in accordance with statutory provisions; liability for indirect damage, consequential damage, loss of production or loss of profit is excluded, except in cases of intent, gross negligence, personal injury or mandatory statutory liability.

11. WARRANTY

Warranty for defect-free delivery, at least 36 months from handover; MEESA is exempt from inspection and notification obligations (§ 377 HGB waived). MEESA may demand rectification of defects, replacement, price reduction, or return at the supplier's expense; the supplier bears the burden of proof;

deadline for hidden defects from the time of knowledge. Defects that prevent the intended use entitle MEESA to refuse acceptance.

12. RETENTION OF TITLE

All deliveries remain the property of MEESA until full payment has been made. The supplier may only use the goods for contractual performance.

13. PRODUCT LIABILITY

13.1 The supplier shall provide instructions for use and warnings in German and English.

13.2 In the event of liability claims by third parties, the supplier shall indemnify MEESA and provide quality and test documents upon request.

13.3 The supplier undertakes to take out standard liability insurance; proof shall be provided upon request. MEESA may withdraw from the contract in the event of non-compliance.

14. SPARE PARTS

The supplier guarantees the supply of spare parts for at least 10 years.

15. THIRD-PARTY PROPERTY RIGHTS

15.1 The supplier guarantees that no third-party rights are infringed by the delivery. MEESA shall be indemnified against any third-party claims.

15.2 In the event of disputes, MEESA may refuse acceptance and withhold payments.

16. WITHDRAWAL FROM THE CONTRACT

MEESA may withdraw from the contract in whole or in part in the event of delivery delays, breaches of duty, insolvency, or force majeure. The supplier must report such circumstances immediately in writing.

17. CONFIDENTIALITY

Confidential information from MEESA or customers must be treated as confidential. The supplier is liable for violations.

18. NON-SOLLICITATION CLAUSE

18.1 MEESA employees may not be solicited without written permission.

18.2 Violations will result in a contractual penalty equal to the gross annual salary of the solicited employee, extrapolated for shorter periods.

18.3 Further claims for damages remain unaffected; the contractual penalty will be taken into account.

19. ADVERTISING

Any advertising involving deliveries, services, or business relationships may only be carried out with the written approval of MEESA; type plates are excluded.

20. CUSTOMER PROTECTION

20.1 The supplier shall conduct all end customer-related business exclusively through MEESA, including replacement and service provisions.

20.2 Any violation entitles MEESA to a contractual penalty in the amount of the previous year's annual turnover (extrapolated for shorter periods).

21. PLACE OF PERFORMANCE, CHOICE OF LAW, PLACE OF JURISDICTION

21.1 The place of performance is the delivery address, unless otherwise agreed.

21.2 Place of jurisdiction: exclusively the competent court in Linz; however, MEESA may also choose other competent courts.

21.3 Applicable law: exclusively Austrian law; UN sales law and international conflict of law rules excluded.

22. FINAL PROVISIONS

22.1 Ineffective provisions shall be replaced by effective provisions that come as close as possible to the economic purpose.

22.2 Headings are for clarity only.

22.3 Rights and legal remedies under these terms and conditions remain unaffected and are cumulative to statutory claims.