

1. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all deliveries and services provided by MEESA Engineering GmbH (MEESA). Deviating customer terms and conditions shall only apply with express written consent.

2. OFFER

- 2.1 Changes to the order confirmation shall be deemed approved if the customer does not object in writing within 10 working days of receipt. By accepting the delivery or using the service, the customer accepts the terms and conditions of the order.
- 2.2 Subcontractors may be used without the customer's consent.

3. PRICES

- 3.1 Fixed prices are valid until the agreed end of the construction period. Changes in laws, standards, or unexpected events shall be borne by the customer.
- 3.2 Time and material prices are based on our records; hourly rates, equipment rates, and surcharges apply. Delays that are not our fault are subject to a charge.
- 3.3 All prices are exclusive of sales tax and other statutory charges. Unless otherwise agreed, deliveries are made EXW ex works in accordance with Incoterms® 2020.

4. MATERIALS PROVIDED BY THE CUSTOMER

- 4.1 Delays or deviations in the provision of materials may result in additional costs of up to 20% of the delivery price.
- 4.2 Materials must be delivered correctly, labeled, and available for delivery. Additional expenses will be charged.
- 4.3 Quality defects in the materials provided may interrupt production until a cost settlement has been made.
- 4.4 If references or reference surfaces are missing, the customer shall bear the costs incurred.
- 4.5 Breaches of obligations may interrupt or reject deliveries/services; delivery periods shall be extended accordingly.
- 4.6 The customer shall provide all documents, information, and approvals required for delivery and performance in a timely and complete manner. Delays or additional expenses due to incomplete cooperation shall not be borne by MEESA; delivery periods shall be extended accordingly, and additional expenses may be charged separately.

5. TRANSFER OF RISK

Benefit and risk shall pass to the customer upon provision of the delivery ex works in accordance with EXW (Incoterms® 2020).

6. ACCEPTANCE

- 6.1 Unless an express acceptance test has been agreed, the delivery or service shall be deemed accepted if the customer does not give written notice of any material defects within five working days of delivery or provision.
- 6.2 Delayed acceptance shall be deemed to have taken place two weeks after notification of completion.
- 6.3 Only defects that prevent the intended use shall entitle the customer to refuse acceptance.
- 6.4 Acceptances shall be limited to the agreed scope; additional hours shall be charged.

7. PAYMENT

- 7.1 Invoices are due within 30 days without deduction; longer orders may be invoiced in installments.
- 7.2 Payment in euros by bank transfer; the customer shall bear any deviating terms and conditions.
- 7.3 Offsetting by the customer is only permitted with undisputed or legally established claims.
- 7.4 Payment shall be deemed to have been made when it is available to MEESA.

8. RETENTION OF TITLE

All deliveries remain the property of MEESA until full payment has been received. The customer may resell the goods in the ordinary course of business; the customer hereby assigns the resulting claims to MEESA in the amount of the invoice amount, and MEESA accepts this assignment.

9. FORCE MAJEURE

- 9.1 Unavoidable events (war, natural disasters, strikes, power failures, etc.) release the customer from obligations for the duration of the events, but not from monetary payments.
- 9.2 Impossible deliveries/services due to force majeure release the customer from payments on a pro rata basis.

10. WARRANTY

- 10.1 Warranty 24 months from acceptance; defects must be reported in writing.
- 10.2 Warranty is provided through repair, replacement, or price reduction. Repair/replacement extends the warranty period accordingly.
- 10.3 The warranty does not apply in the event of instructions from the customer, material deliveries from third parties, wear and tear, force majeure, improper use, or unauthorized interventions.
- 10.4 The warranty expires if the customer makes their own modifications.
- 10.5 Warranty claims are settled conclusively.

11. LIABILITY

- 11.1 MEESA shall only be liable for damages within the scope of its existing liability insurance and up to a maximum of the respective order value. Liability for indirect damages, consequential damages, loss of production, and loss of profit is excluded. This limitation of liability shall not apply in cases of intent, gross negligence, or personal injury, as well as in cases of mandatory statutory liability.
- 11.2 Claims for damages must be asserted within the period applicable to warranty claims, to the extent permitted by law.
- 11.3 Restitution in kind takes precedence; claims for damages expire at the end of the warranty period.

12. WITHDRAWAL FROM THE CONTRACT

- 12.1 The customer may only withdraw from the contract in the event of a significant delay on the part of MEESA and after setting a reasonable written grace period of at least 14 days.
- 12.2 In the event of breaches of duty by the customer, MEESA may withdraw from the contract or suspend services.
- 12.3 In the event of justified withdrawal, the customer shall reimburse MEESA for the services rendered up to that point and any expenses already incurred.

13. CONFIDENTIALITY

Both parties undertake to maintain confidentiality regarding all information; documents may only be used for internal purposes and must be returned upon request.

14. PLACE OF JURISDICTION, LAW, SEVERABILITY CLAUSE

- 14.1 Place of jurisdiction: Linz, Upper Austria; Austrian law without UN sales law.
- 14.2 Ineffective provisions shall not affect the validity of the remaining provisions; replacement provisions shall come as close as possible to the meaning of the ineffective provisions.

15. INTELLECTUAL PROPERTY / TECHNICAL DOCUMENTATION

All documents, drawings, calculations, software, and designs provided by MEESA remain the intellectual property of MEESA and may only be used for the contractually agreed purpose. Reproduction, disclosure, or use without written consent is prohibited. They must be returned upon request or after the end of the contract.

16. EXPORT CONTROL AND SANCTIONS

The customer shall comply with all applicable export and sanctions regulations. Deliveries and documents may not be passed on unlawfully. Deliveries are subject to the necessary approvals.

17. SOFTWARE AND CONTROL SYSTEMS

Software and control systems are provided to the customer on a non-exclusive and non-transferable basis for the operation of the delivered system. Modifications, decompilation, or disclosure to third parties are prohibited without MEESA's approval.