

## General Terms and Conditions of Meiser Road Safety GmbH

### § 1 Scope of application

These General Terms and Conditions of Business apply to all legal transactions (in particular sale, installation, maintenance, rental and similar) of MEISER Strassenausstattung GmbH (hereinafter: CO) and its clients (hereinafter: CL). Deviating terms and conditions of CU shall not become part of the contract, even if CO does not object. If CU is a merchant, the General Terms and Conditions shall also apply to all future legal transactions. If CU is a merchant, the General Terms and Conditions of Business in their respective version shall apply, whereby CO shall be obliged to notify CU of updated versions without delay. The most current version of the General Terms and Conditions is available on CO's homepage at [www.strassenausstattung.meiser.de/en/agb.html](http://www.strassenausstattung.meiser.de/en/agb.html). CU declares to be willing to view them and to agree to the inclusion of the latest version. In addition, the General Terms and Conditions of Purchase shall apply if applicable.

### § 2 Conclusion of contract

CO may accept CU's offers within 2 weeks of receipt, either expressly or by rendering the service incumbent upon him. If CU is a merchant, the period shall be 4 weeks. DE's offers are not binding if the binding nature of the offer is not expressly confirmed in the offer. In the absence of other agreements, CO shall be bound to the prices stated in his binding offers for four weeks after receipt by CU. All prices are exclusive of the respective statutory value added tax to be shown separately. Unless otherwise agreed, CO's prices shall apply ex works or warehouse. Deliveries and services abroad shall be effected carriage forward and duty unpaid. DE's employees (exception: managing director, authorised signatory) are not authorised to make verbal collateral agreements or give verbal assurances that go beyond the written content of the contract.

### § 3 Terms of payment

Unless otherwise agreed, CO's invoices shall be due for payment without deduction at the latest 10 days after receipt of the invoice (term of payment) by CU. Thereafter, CU shall be in default and interest shall be charged on the invoice at least to the statutory extent. CO reserves the right to claim higher damages. If payment by instalments is agreed upon at the time of or after conclusion of the contract, CU's right to pay by instalments shall lapse if he is in default with the payment of an instalment. This shall not apply if the Client is a consumer. CU may only offset against undisputed or legally established claims. If CU is a businessman, he may only exercise rights of retention and reduction as well as the defence of non-performance of the contract if the circumstances entitling him to do so are undisputed or have been established as final and absolute. Notwithstanding CU's express repayment provisions, CO may offset incoming payments as follows: costs of legal

action, interest, principal claim. Such offsetting may lead to an increase in interest. CU shall be notified of the offsetting within two weeks of receipt of payment. The partners agree that payment may also be effected by assigning CU's claims against third parties to CO. However, the assignment shall only be made by way of security so that CO shall in any case remain entitled to claim against CU.

### § 4 Performance period

In the absence of other written agreements, performance dates are not binding. Partial performances by CO are possible, unless the nature of the legal transaction indicates otherwise. A corresponding extension plus a reasonable start-up period shall be granted if binding performance dates are temporarily delayed for reasons for which CO is not responsible, in particular due to force majeure (e.g. shortage of raw materials, transport bottlenecks, war, mobilisation, riot, occupation by a foreign power), lack of CU's cooperation, shutdown, strike, lockout, official orders at CO's premises or those of a supplier. CO shall inform CU of these circumstances without delay. If binding performance dates are delayed by more than one month for reasons for which CO is not responsible, CO may (partly) withdraw from the contract with regard to the services not yet performed. If binding performance dates are delayed by more than three months for reasons for which CU is not responsible, CU shall be entitled to (partially) withdraw from the contract with regard to the services not yet performed after setting a reasonable period of grace. If CO is responsible for the delay, CU's further statutory rights shall remain in force. If binding performance dates are delayed for reasons for which CO is not responsible or if performance becomes impossible for such reasons, claims for damages and other claims of CU shall be excluded. If CO is responsible for the delay of binding performance dates, CU may claim compensation for delay in the form of compensation for damages. CU may claim a maximum of 1 % for each completed week of delay, but not more than 5 % of the gross invoice value of the part of the service affected by the delay. CU's claims for damages exceeding this amount shall be excluded, unless the delay is due to gross negligence or intent or to negligence or intent in the case of damages resulting from injury to life, body and health.

### § 5 Transfer of risk

The risk shall pass to CU with the notification of readiness for handover. In case of shipment to a place other than the place of performance, the risk shall pass to CU upon handover to the transport person even if CO is the carrier. If dispatch is delayed at CU's request, the risk shall pass to CU upon notification of readiness for dispatch. At CU's express instruction, transports shall be insured in his name and at his expense. The above provisions on the transfer of risk shall not apply in the event of performance to a consumer.

## **§ 6 Retention of title**

Until the fulfilment of all claims which CO is entitled to against CU for any legal reason now or in the future, CU shall grant the following securities, which CO shall release at his discretion if their value exceeds the claim by more than 20 %. The performance shall remain CO's property. Processing and transformation shall be carried out for CO as manufacturer, but without any obligation for CO. If CO's ownership expires due to combination, it is hereby agreed that CU's (joint) ownership of the unitary object shall pass to CO proportionately (invoice value). Any performance which remains (co-)ownership of CO according to these provisions shall be referred to hereinafter as conditional performance. CU shall store the reserved performance free of charge. CU shall be entitled to process, enlarge, lease and similarly use the reserved performance in the ordinary course of business, provided and as long as he is not in default. Pledges and transfers of ownership by way of security are not permitted. By way of security, CU hereby assigns to CO, who accepts this, any claims of CU against third parties arising from the use of the reserved performance. CO authorises CU to collect the assigned claim in his own name and for CU's account; the authorisation is revocable in the event that CU defaults on his obligations. In the event of access by third parties, CU shall inform the third party of CO's ownership and notify CO of the access without delay; costs (including costs of legal action) and debts incurred by CO due to the access or prevention of access shall be borne by CU. If CU defaults on his obligations, CO may, without this presupposing or constituting a withdrawal from the contract, obtain the surrender of the reserved performance or the assignment of any claims for surrender of CU against third parties or claim third parties based on CU's assigned right. If CU is a consumer, the following shall apply instead of the above provisions of this section: CO shall remain the owner of the service until the consideration has been paid in full.

## **§ 7 Withdrawal**

CO may withdraw from the contract if CU has made objectively incorrect statements about his creditworthiness before or at the time of conclusion of the contract or if he has violated a corresponding obligation of disclosure. CO may rescind the contract if CU's creditworthiness objectively deteriorates to such an extent that CO's claim for performance is endangered, in particular if sustained seizures or other enforcement measures are taken against CU or if judicial or extrajudicial insolvency proceedings are opened. Furthermore, CO may withdraw from the contract if increases in material prices make the performance of the contract unreasonable. This shall be the case if there are at least two months between the date of conclusion of the contract and acceptance of CO's last performance and if material prices have increased by at least 15 % only on the European market after conclusion of the contract in a period of two months - not necessarily immediately following conclusion of the contract. As evidence, CO may refer to the index

of producer prices of industrial products (domestic sales) of the Federal Statistical Office or a comparable index. Withdrawal for the above reasons is excluded if CO is responsible for the reason for withdrawal. If CO withdraws from the contract for the aforementioned reasons, damages and other claims of CU shall be excluded.

## **§ 8 Claims for defects**

### **8.1**

CO's obligation to accept liability for defects shall be excluded if they are due to CU's failure to follow the operating and maintenance instructions, the installation manuals or changes to CO's performance contrary to the contract.

Unless otherwise agreed, the obligation to accept liability for defects shall be excluded in the case of performance of used items. Unless the service recipient is a consumer, in which case the claims shall become statute-barred one year after the start of the statutory limitation period. In the case of new objects, the limitation period shall be one year from the statutory start of the limitation period. This shall not apply if CO is a consumer; this shall also not apply in the case of intent; furthermore, this shall not apply to defects in the cases of §§ 438 (1) No. 2 and 634 (1) No. 2 BGB (construction services); in this respect, the statutory period of limitation shall apply in each case.

CO may choose to remedy the defects or to deliver a defect-free item; if CU is a consumer, however, the statutory provisions shall apply. If the removal of the defect fails or if the replacement delivery is not made within a reasonable period of time, CU may, at his discretion, withdraw from the contract or demand a reduction of the remuneration. Further claims are excluded in all the above-mentioned cases, unless CO is guilty of gross negligence or intent. If the Client is a consumer, negligence shall be sufficient in this respect. If the damage is due to injury to life, body and health, negligence shall also be sufficient.

### **8.2**

When using the object of purchase, CU shall be obliged to observe the state of the art and science and CO's installation manual as well as any changes resulting from the continuous development of science and technology.

## **§ 9 Assignment of claims**

CU may not assign claims for defects against CO. Otherwise, the assignment of CU's rights against CO requires CO's written consent. After assignment, CU shall notify CO of this assignment and name the new creditor. If CU's claims against third parties have been assigned to CO, CO shall be entitled to refuse performance in relation to CU until CU hands over an officially certified document on the assignment to CO according to § 403 BGB (German Civil Code); this shall not apply if this would cause delays which could endanger the purpose of the contract.

## **§ 10 Special rental regulations**

If the rental of movable property is the subject of the contract, the following shall apply in deviation from and in addition to the above provisions:

Any subleasing requires the written consent of CO. Any defects in the rented item that were not recognised upon acceptance must be reported immediately after they become known; otherwise CU, provided he is a businessman, shall lose the rights resulting from the defects. Rights of reduction can only be asserted if CO has previously been granted a period of time to remedy the defect, which has been unsuccessful.

CO's personnel, which is provided to CU at his request, shall be deemed to be CU's personnel under liability law, subject to a deviating regulation. Loss and/or damage to the rented items must be reported immediately to CO and the police. Seizures, attachments by third parties and the like. Measures relating to the rented item must be reported to CO in writing without delay. The third party must be informed immediately of CO's right of ownership. CU shall owe compensation for the lost / damaged rented item even if neither CU nor CO is responsible for the loss/damage.

#### **§ Section 11 Property rights**

Insofar as services are performed on the basis of CU's performance specifications, CU shall reimburse CO for any damages claimed by third parties due to the infringement of property rights; CO is not obliged to examine property rights of third parties.

#### **§ Section 12 Data protection provisions**

CO guarantees data protection in accordance with the statutory provisions. Further details are regulated in the separate data protection agreement.

#### **§ Article 13 Final provisions**

If CU is a merchant, CO's registered office shall be deemed the place of performance of the mutual contractual obligations and, in addition, Ottweiler shall be deemed the place of jurisdiction. Disputes arising from the contractual relationship shall also be subject exclusively to the law of the Federal Republic of Germany if CO performs abroad or receives services from abroad; the UN Convention on Contracts for the International Sale of Goods shall not apply. If individual parts of the contract or the General Terms and Conditions of Business are or become invalid, the contract and the General Terms and Conditions of Business shall remain valid for the rest. In this case, the parties are obliged to negotiate supplementary regulations that correspond to the agreed and intended General Terms and Conditions from an economic point of view.