

MEVA General Terms and Conditions of Delivery and Payment

§ 1 Applicability of the Terms and Conditions

The General Terms and Conditions of Delivery and Payment of MEVA (hereinafter referred to as „MEVA“) shall apply exclusively in business transactions with companies within the meaning of § 14 of the German Civil Code (BGB), statutory public law entities or public law funds (hereinafter referred to as „Customers“). MEVA's Terms and Conditions of Business shall apply for all performances - also for future performances within the scope of current business relationships - even if these Terms and Conditions have not been expressly agreed.

§ 2 Offers

All MEVA offers shall be subject to alteration unless an offer is expressly declared as binding. A contract shall not be concluded unless MEVA confirms the order expressly in writing.

§ 3 Protective Clause

Unless a contractual agreement has been expressly concluded, MEVA's General Terms and Conditions of Delivery and Payment and its supplementary terms and conditions shall apply exclusively. Other rules and regulations, especially the general terms and conditions of business of the Customer, shall not form an integral part of the contract even if MEVA has not expressly rejected them.

§ 4 Copyrights and Guarantees

1. MEVA shall reserve its property and copyright exploitation rights to cost estimates, specimens, samples, drawings and other documents. They may not be made available to third parties. Drawings and other documents forming part of offers shall be returned immediately upon request if no order is issued.

2. The assumption of guarantees and a purchasing risk shall presuppose written agreements by the parties in which express reference is made to the specific meanings of the guarantees and purchasing risk.

§ 5 Prices, Payment Conditions and Security

1. All prices shall be ex MEVA's warehouse, excluding packaging, freight, customs duties and insurance, plus value-added tax at the statutory rate. Packaging material is not returnable.

2. In the event of an increase in materials and raw material prices, wages and salaries and production costs between the conclusion of the contract and the date of delivery, MEVA shall be entitled to increase its prices in line with the aforesaid increase in the case of ongoing and continuous obligations.

3. Deliveries to the building site shall presuppose appropriate access for the ordered load. Unloading the delivery vehicle shall in all cases be the responsibility of the Customer at its own risk and cost.

4. MEVA shall be entitled to credit incoming payments from the Customer against older debts first of all and shall inform the Customer of the corresponding accounting treatment. If costs and interest have been incurred, MEVA shall be entitled to credit the payment to costs, then to interest charges and finally to the main claim.

5. Bills of exchange and cheques shall only be accepted as conditional payment and only after prior express agreement on MEVA's part. Discounting charges and bill expenses shall also be for the account of the Customer in the absence of a separate agreement and shall be payable with immediate effect.

6. If the Customer is in delay or if a cheque is dishonoured or if a bill of exchange is protected, MEVA shall be entitled to make the whole outstanding claim due for immediate payment. MEVA shall then be entitled to make all valid claims arising from the business relationship with the Customer due with immediate effect.

7. Only counterclaims which are undisputed or which have been established by declaratory judgement shall entitle the Customer to off-set the relevant amounts. Retention rights shall be excluded in all cases.

8. MEVA shall not be obliged to provide guarantee or contract performance securities, especially contract performance guarantees.

9. Invoices shall not be subject to cash discounts.

10. Payments shall be due upon receipt of the relevant invoice. If rent is payable, the invoice shall be issued monthly in advance.

11. Default interest shall be charged in accordance with § 288 of the German Civil Code and shall be equivalent to at least 8 percent p.a. above the base interest rate.

12. The Customer may only assign claims against MEVA - regardless of their type - with the written consent of MEVA.

13. MEVA shall be immediately informed of any pledges or any other interferences by third parties.

§ 6 Delivery Periods and Part Deliveries

1. MEVA shall basically make every effort to comply with the specified delivery periods. Particulars regarding a delivery period shall nonetheless be basically non-committal. Exceeding any such delivery period shall only give rise to statutory default consequences if the Customer has previously set MEVA a reasonable period of grace in writing and if the aforesaid period of grace proves to be abortive. Specified delivery periods can only be complied with if the Customer accomplishes all contractual and cooperative obligations that are required to comply with such delivery periods.

2. MEVA shall be entitled to make part-deliveries subject to any expressly deviating agreement.

3. Any delay damages attributable to MEVA shall be limited to 0.5 % of the net value of the goods for each week of delay but with a maximum of 5 % in total. The right of the Buyer to reject a further performance of the contract after the end of the period of grace on account of delayed deliveries shall not be affected thereby.

§ 7 Force Majeure

1. If MEVA is unable to perform its obligations after the conclusion of the contract as a result of the occurrence of unforeseeable and unusual circumstances which could not be avoided despite all the reasonable care to be expected in the relevant circumstances of the particular case, especially production stoppages, operational sanctions and interventions, delays with the delivery of major raw materials and energy supply difficulties, etc., the delivery period shall be extended in line with the aforesaid effects. If delivery is impossible on account of the aforesaid circumstances, MEVA shall be released from its delivery obligations and commitments. The aforesaid ruling shall also apply accordingly in the event of lock-outs and strikes.

2. If the aforesaid impediments last longer than one month, both parties shall be entitled to withdraw from the contract with regard to the unfulfilled part thereof. Compensation claims by the Customer shall be excluded in such cases. MEVA shall only be entitled to invoke the aforesaid circumstances if it immediately informed the Customer of the aforesaid circumstances immediately after their occurrence.

§ 8 Transfer of Risk, Notification of Defects, General Warranty and Damage Compensation

1. If MEVA carries out the transport of the contractual items, MEVA shall bear the risk of conveyance until the conveyance is handed over to the Customer. If the Customer carries out the transport of the contractual items, the Customer shall bear the risk of conveyance as soon as the conveyance has been handed over to the forwarding agent, the carrier or the Customer.

2. The inspection and complaint notification obligations of the Customer shall be based on § 377 of the German Commercial Code (HGB). This shall also apply for rented equipment. In the event of larger delivered quantities of the same goods, the whole delivered batch may only be rejected as defective if the defects were established by means of a recognized and representative sampling test procedure. The Customer shall notify any complaints immediately in writing (on the delivery note if possible).

3. Warranty claims of the Customer shall be statute-barred one year after the transfer of risk.

4. The right to effect any changes in the design or quality which do not impede the proper functioning of the products shall be reserved and shall form no basis for warranty claims. Normal wear and tear by use of the products shall give rise to no warranty claims.

5. If MEVA has examined an alleged warranty case and if it transpires that MEVA has no liability obligation, the Customer shall bear the costs incurred by MEVA in the aforesaid respect.

6.1 MEVA shall be liable in line with the legal requirements. Apart from this, MEVA shall be liable in the case of slight negligence only in the case of breach of substantial contractual obligations whose fulfillment is required and a prerequisite to properly carry out the contract and in the regular compliance of which the Customer may normally trust, or if the fulfillment of the contract's purpose is endangered by such a breach, or in case of inevitable liability according to the product liability law or if faults at the contract negotiation are existent or in the case of personal injury (life, body, health). The rules concerning the burden of proof are not affected.

6.2 MEVA's products may only be assembled in accordance and in compliance with the relevant assembly and operating instructions which the Customer shall receive for free. Any use of MEVA's products together with components of the Customer or components of other manufacturers shall be exclusively at the risk of the Customer. Liability on the part of MEVA in the aforesaid respect shall be excluded.

6.3 No liability shall be assumed for the fact that the elements included in MEVA's offer for compliance with the relevant safety standards are complete with regard to the proposed use of the formwork or shuttering. In addition, no liability shall be assumed for any security, health and risk-related coordination plan of the Customer, especially with regard to assembly instructions, risk analyses and any other security-related data.

6.4 Regardless of the basis of the claim, MEVA shall only be liable for property and financial damages and personal injuries within the scope of its existing liability insurance. The cover amount for personal injuries and property damages is a flat-rate €5 million. If and to the extent to which the insurer is free from the obligation to pay (percentage excess, serial damage, annual limit, risk exclusion), MEVA shall compensate with a replacement of its own.

7. If MEVA is entitled to demand compensation for lost profits, the aforesaid profit shall be assumed at 25% of the agreed net delivery price or 25% of the agreed net rent for the whole rental period. A specific enforcement of higher damages shall not be affected thereby. The Customer shall have the right to prove that a lower level of damages has been incurred.

§ 9 Warranty and Product Liability with Exports

1. MEVA shall be liable for ensuring compliance of its products with German constructions and safety regulations. An additional warranty for compliance with foreign regulations shall only be assumed in the event of an express written agreement in a specific case. MEVA's products are not intended for export to third countries by the Customer.
2. Any recourse claims by the Customer against MEVA in third countries outside the EU shall be determined exclusively under German substantive law and the relevant applicable EU regulations to the exclusion of the application of the laws of third countries.
3. If damage compensation claims are lodged against MEVA by third parties based on the laws of a third country and if MEVA has no liability to the direct contracting party to pay the aforesaid claims under current law, MEVA shall be entitled to seek indemnification from its contracting party if the aforesaid contracting party exports MEVA products in third countries with an extended liability without written express agreement.

§ 10 Product Monitoring and Product Warning Obligation

1. In order to ensure protection against risks of all kinds caused by the delivered goods, the Customer shall be obliged to monitor MEVA's products on an ongoing basis from a safety-related point of view (product monitoring obligations). If it is identified that a MEVA product is the cause of risks, the Customer shall be obliged to notify MEVA thereof immediately in writing (product warning obligation).
2. If claims are lodged against MEVA on account of a breach of the product monitoring and/or product warning obligation and if the aforesaid product monitoring and/or product warning obligation is attributable to a breach of the product monitoring and/or product warning obligation on the part of the Customer, the Customer shall compensate MEVA for the damages incurred by MEVA on account of the breach of obligation on the part of the Customer.

§ 11 Collaboration Obligations of the Customer / Pledging Rights

1. The Customer shall immediately provide MEVA within the relevant execution plans, operational planning and deadlines (construction timetable). Any changes shall be made exclusively on the responsibility of the Customer and they shall extend the delivery and execution periods commensurately with their effects and implications. Delivery periods shall not commence before the obligations referred to in clause 1 have been performed.
2. If any transport is required to or from an unloading point requested by the Customer, the Customer shall ensure that the aforesaid unloading point can also be reached by heavy load vehicles in the event of bad weather and that it is duly and properly cleared. The loading and unloading of the transport vehicles outside MEVA's production units is the responsibility of the Customer.
3. If goods of the Customer are returned to MEVA for repair or an overhaul, they shall be collected within one week of notification of their readiness to despatch. The Customer shall be in acceptance delay after the end of the aforesaid period. MEVA shall then be entitled to charge storage costs at the rates customary within the forwarding industry. The risk shall pass to the Customer.
4. MEVA shall have a contractual lien right on goods transferred in accordance with § 10.3 - in addition to rights under § 647 of the German Civil Code (BGB). MEVA shall be entitled to sell the pledged goods if the Customer is in default. The aforesaid sale shall be threatened beforehand in writing within the statutory period. MEVA shall be entitled to sell the goods on the open market.

§ 12 Final Provisions and Legal Venue

1. The place of performance for payments and deliveries is Haiterbach.
2. These General Terms and Conditions of Delivery and Payment and the whole legal relationship between MEVA and the Customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on the International Sale of Goods (CISG).
3. The exclusive legal venue for all contractual relationships with registered traders is the competent court for MEVA's domicile or the legal venue of the Customer at the option of MEVA.
4. Any ancillary agreements, reservations, modifications and supplements shall require the written conformation of MEVA in order to be valid.
5. If individual provisions of these General Terms and Conditions of Delivery and Payment are or become invalid, the validity of the other provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision which comes closest to the unanimous intentions of the parties or otherwise which comes closest to the original purpose of the contract.
6. MEVA shall not be obliged to furnish the following documentation: a clearance certificate for the health insurance fund with which its employees are insured, a clearance certificate for the responsible Revenue Office, a clearance certificate for the responsible vacation funds, a clearance certificate for the employers' liability insurance fund, nor any other documentation which is normally required by sub-contractors.

MEVA Supplementary Terms and Conditions

§ 1 Additional Rental Terms and Conditions

In addition to the MEVA General Terms and Conditions of Delivery and Payment, the following MEVA Supplementary Terms and Conditions shall apply for rented shuttering, its components, accessories and other movable items:

1. Nature

1.1 Rented shutterings are normally used items, with there being no entitlement to new material.

1.1.1 The Guideline on "Quality Criteria for Rented Shuttering" issued by Güteschutzverband Betonschalungen e.V. is valid in its April 2003 version – unless another agreement was made – for the basic quality of rented material. This guideline can be downloaded from www.gsv-betonschalungen.de or requested from MEVA sales staff.

1.1.2 If special demands are made on rented shutterings or if the rented shutterings have to have special qualities which deviate from the above-mentioned basic quality, this has to be agreed in writing when the contract is concluded.

2. Use of Rented Shutterings

2.1 The Renter is, in particular, responsible for the appropriate and proper storage, for intermediate and final cleaning, for maintaining the shuttering face, for the use of release agents and for complying with the maintenance and operating instructions made available (including accessories).

2.2 All load-bearing parts, especially shuttering supports, may only be loaded or used in accordance with the load tables and statistical factors which will be made available on request. The aforesaid tables and statistical factors are to be requested by the Renter from MEVA and used on the Renter's own responsibility.

2.3 All damages sustained by the shuttering, including co-rented accessories, shall be the responsibility of the Renter unless the aforesaid damages were sustained despite compliance with the obligations set out in this Section 2 and the customary building regulations.

2.4 The Renter shall observe all applicable working safety laws and regulations in their valid version, in particular the accident prevention regulations of the trade associations.

2.5 The Renter shall bear the risk of use of the rented shuttering. MEVA's legal liability arising from breach of duty shall not be affected.

3. Despatch / Packaging

The type of despatch and packaging, e.g. skeleton containers, stacking pallets, transport containers, etc., may be determined by MEVA while taking the Renter's preferences into consideration. If deliveries are made in skeleton containers, the Renter has to use the same skeleton containers for the return. Despatch costs, freight costs, packaging costs and unloading costs shall be borne by the Renter. The Renter shall also bear the costs for waiting time when loading or unloading unless he is not responsible for the said waiting times.

4. Cleaning and Damages

4.1 If the rented shutterings are cleaned by the Renter before they are returned, cleaning shall be carried out in a way which complies with the guidelines of Güteschutzverband Betonschalungen e.V. in their April 2003 version.

4.2 Wear and tear caused by appropriate and proper use is included in the rental price. Exceptions from the aforesaid are shuttering damages which are attributable to a breach of duty, e.g. as a result of non-observance of the requirements of Section 2, to mechanical damages, effects of force or transport damages. Damages in the aforesaid respect are, in particular, piercings, indentations or drillings in the shuttering face of frame and panel formwork. The regulations concerning the burden of proof shall not be affected. The repair and cleaning cost incurred shall be borne by the Renter unless he did not cause the damages.

4.3 Due to MEVA's operational and technical competence, repairs shall only be carried out by MEVA

5. Delivery and Return Delivery

5.1 The Renter shall accept the rented items unless they are considerably damaged.

5.2 Upon delivery and if advisable according to the business method, the Renter shall check if the items are complete and in working order; in case of a defect he shall notify MEVA in writing without delay. If the Renter does not notify MEVA of a defect, the goods shall be approved of unless the defect could not be seen when checking the equipment. In addition to this, § 8 No. 2 of the MEVA General Terms and Conditions of Delivery and Payment applies.

5.3 If a defect is discovered later, notice must be given upon its discovery or the equipment shall be approved of despite the defect's discovery.

5.4 The Renter shall maintain his rights if he sends the notification on time. If he cunningly hides the defect, he shall not be entitled to refer to the aforesaid regulations.

5.5 After the end of the rental period, the Renter shall be obliged to return the rented items to MEVA at his own cost and risk.

5.6 The Renter shall be obliged to return the rented items complete and in their original technical state without damages exceeding the normal wear and tear. The rented items shall be cleaned, disassembled and ready for re-use, grouped in appropriate size, duly palleted and/or delivered in a way they can be unloaded with a lift truck.

5.7 If the condition does not comply with the aforesaid requirements when shutterings are returned, MEVA shall be entitled to clean and/or repair the rented items at the cost of the Renter.

5.8 If the Renter returns the rented items in a condition which cannot be economically repaired, the Renter shall be obliged to pay compensation. Any disposal costs shall also be borne by the Renter. Clauses 1 and 2 shall not apply if the damage was not attributable to the Renter.

5.9 Transport insurances shall only be arranged at the express request and cost of the Renter.

5.10 The Renter shall ensure that rented items of the same type are not intermingled. When intermingling rented, purchased and other items, the Renter shall have to prove which items are rented, purchased or other items. In case of doubt, MEVA shall be entitled to designate or select those items from the mixed items at its own choice which are regarded as rented items and to insist upon their return at the end of the rent contract.

5.11 Unless another agreement was expressly made when concluding the contract, the Renter shall be obliged to return the rented items to the warehouse that was agreed upon.

5.12 Paragraph 8 clause 1 and clause 2 of the MEVA General Terms and Conditions of Delivery and Payment shall apply by analogy for the return delivery of rented items.

5.13 The Renter shall have to prove that the rented items have been returned completely.

6. Warranty

6.1 MEVA shall be liable for operational defects relating to the rented items on the following conditions and to the following extent to the exclusion of any additional claims: all those parts shall be rectified or replaced free of charge at the option of the Renter which prove to be defective due to circumstances occurring before the transfer of risk.

6.2 If the aforesaid rectification or replacement is abortive, the Renter shall be exempt from paying the relevant rent if the defect negates the suitability of the rented item for the contractual use.

6.2.1 The Renter shall only pay an appropriately reduced rent for the period during which the suitability of the rented item is reduced.

6.2.2 Any insignificant reduction in the suitability of the rented item shall be disregarded.

6.3 Claims shall be excluded if MEVA is hindered in examining the alleged defects or if the proof required by MEVA is not made available immediately.

6.4 Claims for damage compensation or self-rectification and reimbursement of the necessary expenses under § 536a of the German Civil Code shall be excluded unless MEVA was guilty of wilful intent or gross negligence.

7. Advertising boards

MEVA shall be entitled to erect advertising boards of a reasonable size and easily visible on the building site showing the name of the company and its products. MEVA shall also be entitled to photograph the rented items and to use them in its advertising (catalogues, literature and reference lists, etc.) using the name of the Renter. Any advertising attachment on the rented items for the Renter or third party, especially the builder owners, shall require the prior written consent of MEVA. The Renter shall bear the cost for the attachment of his advertising.

8. Rental Period

8.1 The minimum rental period is one month.

8.2 The rental period shall commence on the day on which the equipment leaves MEVA's warehouse and shall end on its return to the rental warehouse specified by MEVA in the relevant contract.

8.3 If the Renter is in acceptance delay, the date of MEVA's readiness to despatch shall count as the first rental day.

8.4 In the event of pre-assembled equipment, the rental period shall commence at the beginning of the assembly period to be agreed in the rental contract.

9. Termination Without Notice

9.1 MEVA shall be entitled to terminate the contract without notice, together with all existing contracts with the Renter, and return or collect all rented equipment if the Renter is in delay with payment of a full rental month for more than 30 days; if a cheque issued by the Customer is dishonoured or if a bill is protested; if insolvency proceedings are petitioned or opened on the estate of the Customer, whereby any rights of the liquidator after the insolvency proceedings shall remain unaffected; if the rented equipment is not used in an orderly or proper manner or if it is not used or maintained in line with MEVA's regulations despite a warning notice. No warning notice shall be required in the event of gross lack of proper care and maintenance.

9.2 The costs caused as a result of the contract termination shall be borne by the Renter.

9.3 After termination without notice, MEVA shall be entitled to demand compensation instead of the remaining rent.

9.4 If notice is served, further use of the rented equipment is hereby refused in accordance with § 545 of the German Civil Code (BGB).

10. Protective obligations

10.1 The Renter shall continuously control the rented items at the location that is agreed upon in the contract, and replace damaged parts.

10.2 The Renter shall protect the rented material with due care against theft, fire, water and weather-related damages.

10.3 In the event of theft, the Renter is obliged to notify it to the Lessor and the responsible regulatory authorities in writing without delay. A copy of the police notification is to be forwarded to the Lessor immediately.

10.4 The Renter shall be responsible for the disappearance and loss of shuttering material unless he has complied with his obligations under Sections 10.1 and 10.2 in an orderly and proper manner.

11. Renting to third parties

11.1 Rented shutterings and other rented equipment may not be rented or lent to third parties, nor may they be placed at the disposition of third parties or to the detriment of MEVA in any other way unless MEVA has given its written approval thereof in writing.

11.2 Claims against third parties as a result of the dispositions of rented equipment are hereby assigned to MEVA.

11.3 Any transfer of rented material made by the Customer to a construction site other than the one specified in the rent contract shall require the express written consent of MEVA. In the event of any breach of the aforesaid regulation, a contract penalty shall be due in the amount of € 5,000 (five thousand). MEVA shall additionally reserve the right to enforce corresponding claims in the event of a larger damage. The Renter shall be entitled to prove a lower level of damages, however.

12. Deposit

MEVA shall be entitled to make delivery of the shuttering dependent on the provision of a rent deposit amounting to a maximum of three times the amount of the rent due for a period of one month. MEVA shall be entitled to use the deposit as settlement of claims arising against the Customer after the end of the rent contract.

§ 2 Additional Terms and Conditions of Sale

In addition to the MEVA General Terms and Conditions of Delivery and Payment, the following Additional Terms and Conditions of Sale shall apply for the sale of shuttering, its components, accessories and other movable items:

1. Reservation of title

1.1 All goods delivered by MEVA shall remain the property of MEVA pending settlement of all claims against the Customer, including future claims.

1.2 The inclusion of delivered goods on a current account or striking a balance and recognition thereof shall not revoke MEVA's reservation of title.

1.3 If delivered goods are processed by the Buyer into new movable goods, the aforesaid processing shall be carried out in the name and on behalf of MEVA without MEVA being obligated in any way as a result. The new goods shall become the property of MEVA. In the event of processing together with goods not belonging to the Buyer, MEVA shall acquire co-ownership in the new goods in the ratio of the value of the reserved goods to the other goods at the time of processing.

1.4 The Buyer shall be obliged to keep reserved goods purchased from MEVA separate from third party goods, rented goods or purchased goods which are his property. If reserved goods are intermingled/mixed with third party goods contrary to the aforesaid obligation, and/or if they are intermingled/mixed with rented goods and if the reserved goods or rented goods can no longer be separated from third party goods, MEVA shall become co-owner in accordance with the relevant legal regulations.

1.5 If the Buyer acquires the exclusive ownership or co-ownership as a result of intermingling/mixing, he hereby assigns the aforesaid co-ownership to MEVA based on the value of the reserved goods or rented goods to the value of third party goods at the time of intermingling/mixing.

The value of MEVA's goods shall be determined on the basis of their list price taking account of an appropriate reduction for usage wear and tear. In such a case, the Buyer shall be obliged to store for no extra charge the goods owned or part-owned by MEVA which likewise have to be treated as reserved goods.

1.6 If reserved goods are sold by the Buyer or together with other goods, the Buyer hereby assigns his claims arising from the aforesaid resale in the amount of the value of the reserved goods with all ancillary rights and rankings above the other goods. If the resold reserved goods are co-owned by MEVA, the assignment of the claim shall also include the amount corresponding to the pro rata value of the Buyer in the co-ownership goods.

1.7 MEVA shall empower the Buyer to collect the claims referred to in the preceding paragraph subject to a right of revocation.

1.8 MEVA shall make no use of its own collection authority as long as the Customer complies with his payment obligations, also to third parties.

1.9 At the request of MEVA, the Customer shall name the liable party for the assigned claim and shall notify the aforesaid of the assignment. MEVA shall be entitled to notify the liable party of the assignment itself.

1.10 The Buyer shall immediately inform the Seller of any enforcement proceedings of third parties with regard to the reserved goods or assigned claims, simultaneously forwarding the documents required for a contestation. In the event of insolvency, the petitioning or opening of insolvency proceedings (with any rights of the insolvency receiver remaining unaffected in accordance with the German Bankruptcy Act (InsO)) or in the event of judicial composition proceedings, the right to resell, use or install reserved goods and the power of authority to make collections shall duly lapse. The authority to make collections shall also lapse if a cheque is dishonoured or if a bill is protested. MEVA shall be entitled to take possession of its reserved goods in such cases.

1.11 If the Buyer has intermingled/mixed reserved goods and/or rented goods with third party goods, MEVA shall be entitled to separate its rented goods first of all and then its reserved goods with the agreement of the Buyer based on the relevant invoice documents.

1.12 It shall be unanimously agreed which goods are rented goods and which goods are reserved goods on the basis of the invoice documents. If the Buyer does not collaborate with this segregation, MEVA shall be entitled to effect this on its own by involving a technical expert.

1.13 If the security attributable to MEVA on the strength of the advanced assignment exceeds the value of the secured claim by more than 10 %, it shall be obliged to effect a reciprocal assignment or release at its option. The value of the secured claim shall be determined on the basis of the price which MEVA invoiced to the Buyer.

1.14 If the Buyer transfers a claim assigned to MEVA in connection with a resale of delivered goods into a current account with his customer, the current account claim shall be assigned in full. After netting off all relevant items, it shall be replaced by the agreed balance which shall be regarded as assigned up to the amount equivalent to the original claim.

2. Warranty

2.1 In the case of goods which are intended for the production of permanent visible concrete areas, the basic quality of the purchased goods shall be based on the criteria in the "Quality Criteria for Concrete Shuttering" notice sheets issued by Güteschutzverband Betonschalungen e.V. in their version in force when the contract was signed.

2.2 MEVA shall deliver new or improved goods which demonstrably prove to be defective as a result of facts or circumstances prevailing before the transfer of risk.

2.3 The reservation of title (Section 1) shall also apply for parts or components replaced in the exchange procedure.

2.4 The Buyer shall give the Seller reasonable time and opportunity to effect the post-performance or rectification otherwise MEVA shall be exempt from liability and warranty for the consequences arising therefrom.

2.5 If the place of delivery or assembly is outside the Federal Republic of Germany, the total costs to be borne for rectification work shall be limited to the order amount.

2.6 In cases of a culpable contributory causation of defects by the Buyer, especially non-compliance with his duty to avoid and restrict damages, MEVA shall have a compensation claim corresponding to the contributory causation attributable to the Buyer after the rectification has been effected.

2.7 The sale of second-hand goods shall be exclusive of all warranties and guarantees.

3 Additional Terms and Conditions for Repair and Other Services

In addition to the MEVA General Terms and Conditions of Delivery and Payment, the following Additional Terms and Conditions shall apply for the repair, for other services and for secondary sales or rent-related services for shuttering, its components, accessories and other movable items:

1. Additional services

1.1 The Buyer may order additional services with MEVA, including, for example, assembly and disassembly work, engineering services, static calculations or shuttering planning, transport and logistic services, repairs attributable to damages caused by improper handling of the shuttering material, cleaning and return of the shuttering material.

1.2 Unless otherwise agreed, the aforesaid work/services shall be compensated by the Buyer based on the MEVA price list in the current version when the contract was signed.

2. Shuttering Plans

2.1 If a pre-assembly is to be carried out, the Buyer shall receive the shuttering plans before the pre-assembly starts. The Buyer shall immediately examine the aforesaid plans with regard to their accuracy and immediately return the aforesaid plans to MEVA countersigned as a confirmation of his approval.

2.2 The Buyer shall immediately inform MEVA in writing if the shuttering plans are to be amended. If no such notification is made, the shuttering plans shall be deemed

to have been approved.

3. Protective Obligations

Unless otherwise agreed, the Buyer shall at his cost take all necessary steps that are required to protect persons and property on the assembly site. The Buyer shall be liable for damages to and the loss of delivered parts, components and tools unless he is not responsible for the aforesaid damage or loss. This shall also apply for the parts and components stored on an interim basis at the Buyer prior to the completion of assembly work.

4. Equipment / Assembly and Storage Area

4.1 Unless otherwise agreed, the buyer shall provide appropriate working conditions in line with the relevant safety regulations and make the necessary lifting gear available, together with transport equipment, any necessary walkie-talkie equipment with the crane driver, etc., if necessary also on Saturdays for no charge.

4.2 The Buyer shall make adequate assembly and intermediate storage areas available. An assembly area, a table circular saw and an adequately large storage area shall be made available for construction site assembly work. The Buyer shall also provide daytime accommodation, site electricity, water, building rubble and general disposal possibilities free of charge. Levelling work, axle fixing and other measurement specifications shall be made on site when shutterings are used for the first time.

5. Formal Acceptance

5.1 After the end of the assembly work and after the notification of the completion of work by MEVA, a formal acceptance shall take place without delay. The acceptance procedure shall be carried out on the assembly site.

5.2 A formal protocol shall be prepared in the acceptance procedure and signed by the Buyer and MEVA.

5.3 If the Buyer fails to appear on the agreed acceptance date, the assembly work shall be deemed to have been accepted.

6. Property of the Buyer

6.1 MEVA shall not be liable for the use of property made available on site by the Buyer.

6.2 Parts and components provided by the Buyer must be clean and in working order. If this is not the case, any additional expenses incurred in the aforesaid respect shall be for the account of the Buyer.

7. Scope of Responsibility

7.1 If MEVA is to take over the task of instructing the responsible employees appointed by the Buyer, this shall require a specific contractual agreement.

7.2 The Buyer shall be exclusively responsible for the compliance with all security regulations after formal acceptance by the Buyer and after the Buyer has been duly familiarized and/or obtained the operating instructions.

7.3 The Buyer shall comply with all prerequisites for the execution of work by MEVA and shall, in particular, obtain all public law licenses and approvals.

8. Additional Costs

8.1 If the basis for the price for the work envisaged in the present contract changes as a result of instructions issued by the Buyer, a new price shall be agreed which takes account of the additional or lower costs. The relevant agreement shall be made before the start of work.

8.2 If work is required which is not envisaged in the contract, MEVA shall be entitled to a special compensation for the aforesaid work. MEVA shall, however, notify the Buyer of its claim before it starts the work in question. Compensation shall be based on the price specification for the contractual work and on the special costs required for the requested work.

8.3 If the assembly work is interrupted due to the building conditions or the organisation of the job site or by order of the Buyer, the Buyer shall bear the additional expenditure. This shall also apply for all matters exceeding the original order, especially for revised assembly or service instructions and for all other unforeseeable impediments for which the Buyer is responsible. Insignificant expenditure is left out of consideration.

As per February 2014 (FRG)