

# General Terms and Conditions of MeltPrep GmbH, Nikolaiplatz 4/3, 8020 Graz, Austria

## 1 Scope of Application

The General Terms shall be an integral part of the contract of purchase with the MeltPrep GmbH. Conflicting or deviating conditions of purchase made by the customer shall not be effective unless MeltPrep GmbH has expressly accepted them in writing for a specific order.

## 2 Products

- 2.1 Unless otherwise explicitly stated in the offer, MeltPrep GmbH Equipment is designed for electrical power connection with 230V/50Hz and "German Type F" plug (CEE7/4) or Europlug Type (CEE 7/16).

## 3 Offers, Ordering Process and Contract Conclusion

- 3.1 MeltPrep GmbHs offers shall be deemed offers without engagement.
- 3.2 Tender Documents and exchanged materials must not be duplicated nor made available to third parties without the permission of the MeltPrep GmbH. Their return or deletion destruction can be claimed.
- 3.3 Unless otherwise by the offer issued by the MeltPrep GmbH, the offer is subject to change without notice and not binding.
- 3.4 Orders of a customer will be effective and binding if MeltPrep confirms them in writing. It is the Customers responsibility to check an order confirmation. The correctness of the order's scope is confirmed by the customer after five working days without opposition in writing.
- 3.5 Information in order confirmations or offers which are based on obvious errors, e.g. calculation errors, typos, and so forth does not oblige MeltPrep GmbH.
- 3.6 Subsequent changes of the contract shall be subject to written confirmation.

## 4 Prices

- 4.1 Unless not otherwise stated. The listed prices apply "ex works" (Incoterms 2010), packaging costs for the product are included. Our prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be the customer's responsibility to pay them. If the MeltPrep GmbH pays them, we will add them to the customers invoice.
- 4.2 MeltPrep GmbH reserves the right to modify prices when the order is not in full agreement with the submitted offer.
- 4.3 Expenses for estimates of costs of repair and maintenance or for expert valuations shall be invoiced to the customer.
- 4.4 The minimum billing by the Seller for any order shall be €150.

## 5 Payment Terms:

- 5.1 Unless in a certain case, differently agreed, payments have to be made in advance and in Euro. The payments are accepted via bank transfer to a by MeltPrep stated bank account. In case of late payment, a default interest rate of 20% per annum will be applied, along with a flat late fee of €40 per reminder.
- 5.2 Customer shall not be entitled to withhold or offset payment on the basis of any warranty claims or other counterclaims.
- 5.3 If the Customer, after written agreement by MeltPrep GmbH, pays in another currency than the invoice currency, the Customer bears the exchange risks costs resulting from exchange and bank fees.

## 6 Delivery

- 6.1 The lead time takes four weeks of the day after the payment was received for his/her order until the Scope of an Order is ready for collection at the factory.
- 6.2 The Seller reserves the right to choose the route and the mode of transport. Any additional costs resulting from special shipping requests made by the Customer shall be borne by the Customer. Unless prepaid freight has been agreed, the Customer shall also bear any increases in freight rates which become effective after the contract has been concluded, any additional costs resulting from re-routing a consignment, storage expenses, etc. The risk of destruction, loss or damage shall pass to the Customer upon dispatch of the goods or, if they are collected by the Customer, at the time they are placed at the Customer's disposal. Products are packed in accordance to the requirements for the agreed way of transport and the applicable transport regulations.
- 6.3 MeltPrep GmbH may split your order in partial or advance delivery. If delivery on call is agreed in advance, the scope of delivery shall be deemed called off at the latest 6 months after the order was placed. MeltPrep will inform the Customer as soon as possible, when a delay in delivery may occur. The customer will grant MeltPrep GmbH an appropriate grace period to complete the delivery.

## 7 Nomination as a Reference Customer

The customer agrees to the nomination as reference customers at MeltPrep marketing materials such as home page, folder, and presentations. For this purpose the customer gives MeltPrep the authorization to use the company name and logo. Unless a written objection is received by MeltPrep GmbH within a month after the order was placed by the customer.

## 8 Data Privacy

MeltPrep GmbH does not disclose any information shared during the project progression to any third party.

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## 9 Industrial Property Rights and Copyrights

- 9.1 Nothing in these General Terms and Conditions or any Contract shall have the effect of granting or transferring to the Customer any industrial property rights in or to any Products and/or Services.
- 9.2 Customer acknowledge and agree that all property, copyright and other intellectual property rights in any work or tangible deliverable item arising from or created, produced or developed by MeltPrep GmbH, including without limitations all right title and interest in and to the Services and all documents and other items relating thereto shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of the MeltPrep GmbH and the Customer shall acquire no right, title or interest in or to the same except as expressly stated in these Conditions.
- 9.3 The Customer may not sell, lease, loan, rent, transfer or assign any instrument that contains or requires software for operation or other use unless you first permanently delete or uninstall the software. Licenses to MeltPrep GmbH software products are not transferrable without written consent by MeltPrep GmbH.

## 10 Scheduling Online Support

We provide Online Support Monday through Thursday, 9:00 a.m. to 3:00 p.m. (local time, Austria) excluding Holidays.

## 11 Warranty

- 11.1 A general warranty is not assumed for certain function suitability for the intended uses of the customer. Unless otherwise agreed by the parties in writing, the warranty period shall be twelve (12) months upon transfer of risk.
- 11.2 The warranty is only valid if the MeltPrep GmbH products are used as intended and described within the corresponding operating manuals for the entire warranty period.

## 12 Service, Repair and Spare Parts

- 12.1 Service and repair measures are conducted at the MeltPrep GmbH site in Graz, Austria. The transportation costs will be charged to the customer.
- 12.2 MeltPrep GmbH will repair or replace any parts of the apparatus or product on the basis of which approach will provide the customer with the best service. MeltPrep GmbH may use new, used, or reconditioned parts and may retain any replaced part as our property.

## 13 Limitation of Liability

- 13.1 To the maximum extent permitted by the applicable law, MeltPrep GmbH will not be liable under any legal theory for any indirect, special, incidental, punitive, exemplary or consequential damages that the customer might occur in connection with MeltPrep GmbH products and services, even if MeltPrep GmbH had notice of the likelihood of such damages. Moreover, our maximum aggregate liability is limited to the amount you paid to MeltPrep GmbH for the product or service purchased. However, these provisions do not limit our liability for death or personal injury caused by our negligence or fraud and misrepresentation or any other liability that cannot be excluded by law.
- 13.2 MeltPrep GmbH does not support or make any warranties about products manufactured by third parties the Customer purchased through one of MeltPrep GmbH sales channels. When the customer buys a third party product, MeltPrep GmbH will let you know that this purchase is governed by the third-party's own contract terms. You must look directly to the relevant third-party manufacturer for product support, warranties, and to make warranty claims.

## 14 Jurisdiction and Applicable Law, Interpretation of Trade Terms, etc.

- 14.1 These general terms for purchase and every single Purchase Agreement created on this basis shall be subject to substantive Austrian law to the exclusion of the conflict of law rules of Austrian international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- 14.2 All disagreements, disputes or any claim arising out of or in connection with these general terms for Purchase or any Purchase Agreement created on this basis including any dispute regarding its existence or validity shall be exclusively referred to the competent court in Graz, Republic of Austria.

## 15 Assertion of Claims

All claims must be asserted in court within 2 years from the passage of risk, unless shorter limits of time are mandatory by law.

## 16 General

- 16.1 Should any clause in these General Terms and Conditions be or become invalid in full or in part, this shall not affect the validity of the remaining clauses or remaining parts of the clause concerned. The parties shall replace any invalid arrangement by an effective one, which conforms as far as possible to the economic purpose of the invalid clause.
- 16.2 In the relationship to customer, the provision of this general only apply to the extent as they do not contradict relevant, statutory provisions, in particular also those of the consumer protection right.
- 16.3 These General Terms and Conditions apply to any successors of the Customer.