

NORTH AMERICAN PRICE LIST

Effective October 1, 2009

meibes
Schnellmontagetechnik



...for the professional installer

Standard Terms & Conditions

Meibes Incorporated does business with its accounts under the terms and conditions set forth herein. Meibes Incorporated hereby rejects any terms and conditions contained in the account's purchase orders or other business forms when the account's terms and conditions are inconsistent with those of Meibes Incorporated. All orders subject to acceptance by Meibes Incorporated.

TERMS AND DISCOUNTS

Standard Terms:

Effective January 1, 2009.

Standard Payment Terms, Net 30 (Pending Credit Approval)

Standard Minimum Order invoice is \$250.00.

Minimum Order invoice for Parts only is \$50.00. Parts orders can be combined with orders for other goods, in which case the regular minimum invoice of \$250.00 will apply.

Minimum Order Quantities:

Payment and freight terms will be determined by dollar amount of each order. Upon failure of Buyer to pay any indebtedness to Meibes Incorporated, when due, Meibes Incorporated may declare the entire balance of all indebtedness in default. In this event, upon notice to the Buyer, the entire balance of all indebtedness shall become immediately due and payable. In the event of delinquency or default of Buyer, Buyer agrees to pay Meibes Incorporated standard late charges plus reasonable collection costs and attorney's fees incurred by Meibes Incorporated.

Freight Terms:

All shipments will be made F.O.B. from our Distribution Center(s) and freight charges for all shipments are the Buyer's responsibility. It is recommended that such costs be considered in your quotation for such equipment. All product shipments involving our equipment will be sent freight collect, unless one of the following conditions is met:

- If the Buyer specifies in advance that it is to be Outbound Prepaid (OBP) and charged back
- If the Buyer specifies a specific carrier in advance and provides our company with a valid account number

This policy only applies to shipments made within the Continental United States and excludes Alaska and Hawaii. Additional charges for air shipments or expedited delivery will be paid by the account.

ORDERS POLICY

Minimum Operating Order

A minimum order of \$2,500, net of all discounts, is required to become a Meibes Incorporated account. All accounts purchasing less than \$2,500 in a twelve month period of time will be deleted from the Meibes Incorporated account list. Re-establishment of credit and the above minimum opening order will be required for reinstatement.

Purchase Orders

All orders are subject to approval and acceptance by Meibes Incorporated. Meibes Incorporated objects to and is not bound by any term or condition on Buyer's order which is different from or in addition to the terms and conditions hereof. Meibes Incorporated agrees to sell to Buyer on the express condition that Buyer agrees to the Standard Terms and Conditions of Sale as set forth herein. Any modification or waiver hereof must be expressly acknowledged and consented to by Meibes Incorporated in writing. Orders that have been approved and accepted by Meibes Incorporated are firm

commitments and not subject to cancellation without written consent of Meibes Incorporated. If cancellation is approved, a charge will be made to cover material and fabrication costs, special engineering costs and testing, handling and accounting costs.

Meibes Incorporated requests that all accounts submit purchase orders. For purchase orders confirming a telephone order, the account must clearly identify these purchase orders as confirming. Meibes Incorporated assumes no liability for confirming purchase orders not properly identified.

Loss, Delay or Damage

Estimates of shipping date are based on conditions at the time the estimate is made. If orders ship later than the estimated date, Meibes Incorporated shall not be liable for any loss, delay or damage resulting from causes beyond its reasonable control or caused in whole by strikes, boycotts, labor shortages or disputes, carrier delays, fire, accidents, acts of vandalism, government requirements, acts of war or force majeure.

Back Orders

Back orders will be shipped in accordance with pricing and terms in effect at the time of the original order.

Returns Policy

All returns, whether defective or not, must be pre-approved by the Meibes Incorporated management, and accompanied by a pre-approved, valid, written, return goods authorization (RGA) form with the RGA number clearly marked on the outside of the shipping container. All returned merchandise must be shipped prepaid to Meibes Incorporated from point of origin. Returns not shipped prepaid will be refused. A 25% handling charge will be made for non-defective merchandise returned in new condition and in original undamaged packaging free of all price markings. All returns will be inspected, and if valid, returns will be credited at the lower of the original net invoice price, or in the event this information cannot be verified at current net price, net of available discounts. When applicable, related co-op advertising accruals and/or payments will be reduced accordingly.

Claims Policy

All claims, whether concealed or not, is the responsibility of the account. Any carton damage or shortages should be noted on the bill of lading at the time of receipt of the shipments, per I.C.C. regulations. If the concealed damage or loss is noted by the account while unpacking the shipment, the carrier should be notified immediately, per I.C.C. regulations. Meibes Incorporated must be notified, in writing, including a copy of the carrier's claim form, of any damage or loss within 5 days. Failure to so notify Meibes Incorporated releases Meibes Incorporated from any assistance responsibility and any liability or other claims. Questions should be directed to the Operations Manager.

Choice of Law

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Buyer agrees that all actions or proceedings arising directly or indirectly out of a sale of products from Meibes, Incorporated to Buyer shall be litigated only in courts located within Massachusetts, and Buyer consents to the jurisdiction of any such local, state, or federal court.

Non-Continental U.S. & International Orders

For all non-continental U.S. & international orders, additional terms and conditions may apply.

For pricing and discount information, please contact our office. We can be reached at the following:



Meibes Incorporated
North American Headquarters
68 Mazzeo Drive, Randolph, MA 02368 – USA
(877) 257-5473 Tel/Fax
sales@meibes.us.com