

# General Terms and Conditions of META E<sup>2</sup>F Operations GmbH & Co. KG

## I. Scope, contract validity

1. These General Terms and Conditions shall apply in all instances. They shall form an integral part of the Seller's quotations and contracts for the delivery of goods or services in any current or future business relationships. In the event of any conflict or inconsistency between these General Terms and Conditions and the Buyer's terms and conditions, these General Terms and Conditions shall prevail unless expressly stated otherwise by the Seller in writing. These General Terms and Conditions shall also apply in the event that the Seller delivers goods or services to the Buyer without reservation despite having knowledge of the Buyer's conflicting terms and conditions.
2. The Seller's quotations shall be subject to confirmation. The contents of any contract between the Seller and the Buyer shall be subject to the specifications set forth in the Seller's acknowledgements of order or letters of confirmation. Any statements or declarations made orally or by telephone by the Seller's agents or employees and any supplementary agreements shall not be effective unless confirmed by the Seller in writing.

## II. Delivery, passage of risk

1. The place of performance shall be the Seller's shipping warehouse. The risk in the goods shall pass to the Buyer upon the carrier's acceptance of the goods for loading or, in the event the goods are collected by the Buyer, upon readiness of the goods for loading. If shipment or acceptance of goods is delayed for reasons not attributable to the Seller, the risk in the goods shall pass to the Buyer upon notification that the goods are available for delivery.
2. The Seller shall take out a goods in transit insurance at the Buyer's expense without requiring any specific request from the Buyer. The insured amount of such insurance shall be equivalent to the value of the goods to be dispatched.
3. The Buyer shall inspect the goods and their packaging upon receipt and undertakes to report any identified transit damage to the Seller in writing within 7 calendar days from the receipt of the goods and to complete all necessary formalities with the carrier.
4. Delivery and shipment shall take place at the Buyer's expense and risk. The risk shall pass to the Buyer as soon as the goods have left the Seller's warehouse. This provision shall apply even if carriage is paid by the Seller.
5. The Seller shall be entitled to make delivery by instalments. To establish adequate lot sizes for each instalment, the Seller reserves the right to make invoiced over-deliveries of up to 10% and non-invoiced under-deliveries of up to 5%. Each instalment shall be regarded as a separate transaction. Delivery dates shall be deemed to have been met if, assuming normal transport time, the Seller's goods have left its shipping warehouse early enough to ensure scheduled arrival at the recipient's premises.
6. In the event of the Seller's delay in delivery, the Buyer shall grant a reasonable grace period, stating that it may cancel the contract upon futile expiry of such period. Events or acts of force majeure (such as public unrest and the like), business interruptions through no fault of the Seller (strikes, lock-outs, etc.), other circumstances beyond the Seller's control (incorrect or delayed deliveries from suppliers, supplier failure, traffic or transport disruption, etc.), or other unavoidable events occurring at the premises of the Seller or its suppliers, shall entitle the Seller to suspend delivery in whole or in part for the duration and to the extent that it is prevented in the performance of its obligations by such circumstances and events.
7. If framework agreements are signed between the Seller and the Buyer, the Buyer shall request delivery of all ordered goods within the agreed period after purchase order issue.
8. If a material deterioration in the Buyer's financial situation occurs or becomes known after the effective date of the contract, the Seller shall be entitled to cancel the contract or to request immediate payment in cash of all unsettled invoices, including invoices for which payment delays have been granted or for the payment of which bills of exchange have been accepted. If the Seller chooses not to cancel the contract, all deliveries shall only be made against payment or advance payment.

## III. Services

The terms and conditions applicable to the provision of services shall be specified separately in the individual contracts according to the type of service to be provided.

## IV. Prices, terms of payment

1. The Seller's prices are ex works plus packaging, freight costs and VAT at the applicable rate. Unless otherwise specifically agreed, the Seller's prices for all goods shall be in euros. This provision shall also apply to shipments outside the European Monetary Union. The Buyer shall not be entitled to set off any claims against amounts payable to the Seller unless the Buyer's claims are undisputed or have been validated. The Buyer shall not be entitled to withhold payments.
2. If the event of the Buyer's failure to make payment by the due date, the Seller shall be entitled to charge interest at a rate of 10% above the official German Central Bank discount rate. This provision shall apply without prejudice to the Seller's statutory right to cancel the contract or to assert claims for damages on account of the Buyer's failure to perform.
3. Unless otherwise specifically agreed, the amounts invoiced by the Seller shall be due net within 30 days from the date of the invoice.

## V. Warranty

1. Patent defects, incomplete or incorrect deliveries shall be reported to the Seller in writing within 2 weeks from the date of delivery. Hidden defects shall be reported in writing within 2 weeks from their detection. If the Buyer fails to give such notice, the goods shall be deemed to have been accepted and the Buyer shall not be entitled thereafter to assert any warranty claims against the Seller. This provision shall apply without prejudice to the Buyer's duty to inspect the goods and give notice of defects as defined by commercial law.
2. If the Buyer's notice of defects is justified and given within the specified period, the Seller shall, at its own expense and discretion, either repair or replace the defective goods within a reasonable period of time. The Buyer shall send the defective goods to the Seller's repair shop in their original packaging and provide all information that the Seller may consider necessary to eliminate the defect. When returning the defective goods, the Buyer shall enclose a copy of the original invoice. If the Buyer's fails to do so, the defects will not be rectified.
3. The Seller's warranty shall be for the sole benefit of the original buyer. Warranty claims shall not be honoured if goods are repaired by persons not authorized by the Seller unless the Buyer provides evidence that the defect was not caused by such unauthorized repair. In case of an unjustified notice of defects given by the Buyer (e.g. due to operating errors and the like), the Seller will charge a lump-sum inspection fee. Repair services provided by the Seller outside the warranty coverage shall be invoiced at normal repair rates.

4. If the defect persists despite repeated repair or replacement of the product by the Seller, the Buyer shall be entitled to reduce the purchase price of the product in accordance with statutory provisions or to cancel the contract. Apart from such right of reduction or cancellation, the Buyer shall not be entitled to assert any other claims against the Seller unless the Seller is liable in cases of intent or gross negligence or in case of absence of agreed product properties. The Buyer shall not be entitled to assert claims for consequential damage caused to items other than the goods under the contract.
5. Any specifications and properties of third-party goods are those cited by the respective manufacturers. The Seller declines any responsibility for the correctness of such information.
6. The warranty period shall be 12 months from the date of passage of risk. Claims for consequential damages shall be time-barred after expiry of the warranty period unless such claims are asserted as a result of unlawful acts by the Seller.

## VI. Liability

The Seller shall only be liable within the limits of these General Terms and Conditions. The Buyer shall hold the Seller harmless against any and all third-party claims that go beyond the limits of liability established in these General Terms and Conditions. Without prejudice to the Buyer's right to assert claims for damages due to the absence of agreed product properties, the Buyer shall not be entitled to bring any other claims for damages (e.g. on account of culpa in contrahendo, delay, impossibility, defective performance, unlawful acts) against the Seller or against the Seller's legal representatives, executive employees and performing and vicarious agents unless such claims are asserted on grounds of intent or gross negligence on the part of the Seller.

## VII. Retention of title, security assignment

1. Title to the goods supplied by the Seller shall remain vested in the Seller until the Buyer has made full payment of the purchase price and any other sums due to the Seller in connection with the transaction by reason of any existing legislation. If payment is made by cheque or bill of exchange, title to the delivered goods shall not pass to the Buyer until such cheques or bills of exchange have been honoured. In case of current accounts, the goods to which the Seller retains title shall be deemed to constitute collateral security for any balance due to the Seller.
2. In the event of the Buyer's default in payment, the Seller shall be entitled to recover possession of the goods to which it retains title, dispose of the goods at its discretion and re-deliver goods to the Buyer within a reasonable period of time after payment has been made. Recovery of possession of the goods delivered subject to retention of title shall not constitute any cancellation of the contract by the Seller unless the Buyer is expressly informed otherwise by the Seller. As long as the Seller retains title to the goods, they shall not be used outside the Federal Republic of Germany and shall not be exported to any other country without the Seller's prior written consent.
3. The Buyer shall store the goods supplied subject to retention of title separately from other goods and mark them in such manner that they are readily distinguishable from other products. The Buyer shall be entitled to resell, process, combine or mix the goods only in the ordinary course of business and/or only for as long as the Buyer complies with its payment obligations. The Buyer shall not be entitled to pledge the goods or transfer property by way of security. In the event that goods supplied subject to retention of title are processed, combined or mixed to create a new product, the Seller shall acquire co-ownership in such new product as security for amounts due by the Buyer to the Seller (ownership by way of security), and the value of such co-ownership shall be equivalent to the invoice amount of the goods to which the Seller retains title. It is understood between the parties that the Buyer shall hold such new product in custody for the Seller at the Buyer's expense. To provide security for the sums due to the Seller, all receivables arising from the sale, processing, combination or mixing of the goods to which the Seller retains title or from the new product in which the Seller has acquired co-ownership by way of security and all ancillary rights relating to such receivables shall be assigned by the Buyer to the Seller up to an amount equal to the purchase price balance due to the Seller.
4. If so requested by the Seller, the Buyer shall provide itemized evidence of all receivables due from third parties from the resale of products. The Buyer shall advise all such third parties of the assignment of their debts and request them to make payment to the Seller. The Seller shall be entitled at any time to inform such third parties about the assignment of their debts and to collect the amounts due on its own account.
5. The Buyer shall not be entitled to any other form of assignment. The Buyer shall have the right to collect receivables on its own account as long as it also complies with its payment obligations in respect to third parties. The Buyer shall notify the Seller immediately of any levy of execution or other claim by third parties against the Seller's property and rights.
6. If so requested by the Seller, the Buyer shall provide security for the debt due to the Seller in an amount and in a form deemed sufficient and appropriate by the Seller. If the value of the securities provided by the Buyer to the Seller pursuant to the foregoing provisions of this section exceeds the Buyer's debt by over 10%, the Seller shall at its own discretion either discharge securities in the corresponding amount or cause such securities to be discharged.

## VIII. Export

Without prejudice to the other provisions of the contract and these General Terms and Conditions, the Buyer undertakes to export the products and technical information received from the Seller only in accordance with the applicable export regulations valid in the Buyer's country and to impose an obligation of the same nature on its customers.

## IX. Jurisdiction, applicable law

If any disputes arise out of the contract signed between the parties or in connection with the formation and effectiveness of the contract (including disputes relating to cheques and bills of exchange) and provided that the Buyer is a registered merchant, the parties hereto shall submit to the jurisdiction of the courts at the Seller's principal place of business. The contract shall be governed by and construed in accordance with German law. The Uniform Sales Law and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

## X. Separability clause

Should any part or section of these General Terms and Conditions be held or declared invalid, the validity or enforceability of the remaining provisions or terms shall not in any way whatsoever be affected or impaired thereby. The parties hereto agree that such invalid provision shall be replaced by a valid and enforceable provision that comes closest to the original economic purpose and intent of the invalid provision.