

General Terms and Conditions of Sale and Delivery of Meto International GmbH

1 Scope, form

- 1.1 The present General Terms and Conditions of Sale and Delivery (GTCs) apply to all our business relationships with our customers ("Buyers"). The GTCs apply only if the Buyer is an entrepreneur (Section 14 German Civil Code [Bürgerliches Gesetzbuch, BGB]), a legal entity under public law, or a special fund under public law.
- 1.2 The GTCs apply particularly to contracts for the sale and/or delivery of movable goods ("goods") and services, regardless of whether we produce the goods ourselves or purchase them from suppliers (Sections 433, 650 BGB) or render the services ourselves or have them rendered by third parties. Unless otherwise agreed, the GTCs in the version valid at the time when the Buyer places the order or at any rate in the version last provided to the Buyer in text form shall apply as a framework agreement also for similar future contracts, without our needing to refer to them again in each case.
- 1.3 Our GTCs shall apply exclusively. We expressly object to the application of differing, opposing, or supplementary General Terms and Conditions of the Buyer, which shall become an integral part of the contract only if and to the extent that we have expressly consented to their applicability. This consent requirement shall apply in every case, including for example if we make delivery to the Buyer unconditionally in knowledge of the Buyer's GTCs.
- 1.4 Individual agreements made with the Buyer in a given case (including collateral agreements, supplements and amendments) shall always take precedence over the present GTCs. A written contract or our written confirmation shall be determining for the content of such agreements in the absence of evidence to the contrary.
- 1.5 Legally relevant declarations and notifications of the Buyer relating to the contract (e.g., setting of time limit, notice of defects, rescission or reduction) must be given in writing, i.e., in written form or text form (e.g., letter, e-mail, fax). Legal form requirements and further verifications particularly in case of doubt regarding the identity of the person making the declaration remain unaffected.
- 1.6 References to the applicability of statutory regulations only serve the purpose of clarification. Even without such clarification, therefore, the statutory regulations shall apply unless they are directly modified or expressly excluded in the present GTCs.

2 Offers, conclusion of contract, documents

- 2.1 Our offers are subject to change and non-binding. This also applies if we have given the Buyer catalogs, technical documentation (e.g., drawings), other product descriptions or documents – also in electronic form – to which we reserve property rights and copyrights. These items may not be made accessible to third parties without our consent and must be returned to us upon request.
- 2.2 The ordering of goods by the Buyer is deemed to be a binding offer of contract. Acceptance may be declared either in writing (e.g., by order confirmation) or by delivery of the goods to the Buyer.
- 2.3 Contract amendments and supplements, as well as collateral agreements to this contract, must be made in written form.
- 2.4 We reserve the right to make formal and technical improvements to our products to maintain the state of the art.

3 Prices and terms of payment

- 3.1 Unless otherwise agreed in a given case, our prices at the time of contract conclusion shall apply ex warehouse, plus the statutory value-added tax.
- 3.2 In case of sale by delivery to a place other than the place of delivery (see Article 6.2), the Buyer shall bear the transport costs from the factory unless contractually agreed otherwise (see Article 4.2).
- 3.3 The purchase price shall be due and payable within 14 days from the invoice date. Invoices for repairs and services shall be payable immediately and without deductions. However, we shall be entitled at all times to make delivery only against prepayment in full or in part. We shall declare such a reservation at the latest upon confirmation of the order.
- 3.4 The Buyer shall be in default if the foregoing payment term is not met. During the period of default, the purchase price shall bear interest at the respectively applicable statutory default interest rate. We reserve the right to claim compensation for any further losses incurred as a result of the default. In relation to merchants, our claim to commercial default interest (Section 353 German Commercial Code [Handelsgesetzbuch, HGB]) shall remain unaffected.
- 3.5 The Buyer shall have rights of set-off or retention only insofar as its claim is legally established or undisputed. In case of defects of delivery, the Buyer's opposing rights particularly pursuant to Article 9.6 sentence 2 of the present GTCs shall remain unaffected. Complaints shall not entitle the Buyer to miss the payment deadlines.
- 3.6 If it becomes apparent after conclusion of the contract (e.g., from a petition to commence bankruptcy proceedings) that our claim to the purchase price is jeopardized by the Buyer's deficiency of capacity for performance, we shall be entitled to refuse performance in accordance with the statutory regulations and – where applicable after setting a time limit – to rescind the contract (Section 321 BGB). In case of contracts for the manufacture of non-fungible goods (custom-built products), we may declare rescission immediately; the statutory regulations on the dispensability of setting a time limit remain unaffected.

4 Excess deliveries and short deliveries, low-quantity surcharges, and flat-rate freight charges

- 4.1 In case of customer-specific production, excess deliveries or short deliveries of up to 10% of the agreed delivery quantity shall be permitted and included in the invoice.
- 4.2 The minimum order value is EUR 150.00. The following low-quantity surcharges and flat-rate freight charges shall apply:

	Order value (EUR)	Low-quantity surcharge (EUR)	Freight up to 25 Kg (EUR)
Germany	150 - 299	14.90	15.90
	300 - 599	9.90	15.90
	from 600	0	0
EU	150 - 299	14.90	25.90
	300 - 599	9.90	25.90
	from 600	0	0
Other countries	150 - 299	14.90	At cost
	300 - 599	9.90	At cost
	from 600	0	At cost

5 Delivery times, deadlines

- 5.1 The delivery time shall be agreed individually or indicated by us upon acceptance of the order.
- 5.2 If we are unable to meet binding delivery times for reasons for which we are not responsible (non-availability of performance), we shall inform the Buyer thereof immediately and concurrently indicate the tentative new delivery time. If performance is also not available within the new delivery period, we shall be entitled to rescind the contract in full or in part; we shall immediately refund any consideration already provided by the Buyer. Cases of non-availability of performance in this sense particularly include the untimely delivery of goods to us by our supplier, cases in which we have concluded a congruent covering transaction, cases in which neither we nor our supplier are/is at fault, or cases in which we do not bear a procurement obligation.
- 5.3 The occurrence of default of delivery on our part shall be determined on the basis of the statutory regulations. In any case, however, a reminder by the Buyer is required. If we are in default of delivery, the Buyer may claim liquidated damages for the consequences of late delivery. The liquidated damages shall be equal to 0.5% of the net price (delivery value), but not more than 5% of the delivery value of the goods delivered late for each completed calendar week of delay beginning with the second calendar week. We reserve the right to prove that the Buyer incurred no damage whatsoever or only a significantly lower damage than the liquidated damages stated above.
- 5.4 The rights of the Buyer according to Article 10 of the present GTCs and our statutory rights, particularly with respect to an exclusion of the performance obligation (e.g., due to impossibility or unreasonableness of performance and/or supplementary performance), remain unaffected.
- 5.5 Agreed delivery times and deadlines shall be extended by the duration of hindrance or interruption upon the occurrence of unforeseeable events beyond our control and for which we are not responsible, such as strike and lockout, breakdowns, delays in delivery of essential input materials, insofar as the hindrances demonstrably have a considerable influence on the production or delivery of our products. We shall not be responsible for such circumstances even if we were already in default of delivery.
- 5.6 We are entitled to make reasonable partial deliveries.

6 Shipment, delivery, passage of risk, acceptance, default of acceptance

- 6.1 If shipment is delayed for reasons for which we are not responsible, the risk shall pass to the orderer at the time when it receives notice of readiness for shipment.
- 6.2 Delivery is made ex works, which is also the place of performance for delivery and any supplementary performance. The goods shall be shipped to another destination (sale by delivery) at the request and at the expense of the Buyer. To the extent not otherwise agreed, we shall be entitled to determine the type of shipment (particularly the transport company, transport route, packaging) ourselves.
- 6.3 The risk of accidental destruction and accidental deterioration of the goods shall pass to the Buyer at the latest when the goods are handed over to the Buyer. In case of sale by delivery, however, the risk of accidental destruction and accidental deterioration of the goods shall pass already upon delivery of the goods to the freight forwarder, carrier or other person or entity chosen to carry out the shipment. If acceptance has been agreed, it shall be determining for the passage of risk. Also otherwise, the statutory regulations of the law of service contracts shall apply correspondingly to an agreed acceptance. The goods shall equally be deemed to have been handed over or accepted if the Buyer is in default of acceptance.
- 6.4 If the Buyer is in default of acceptance or fails to carry out an act of cooperation or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation of the damage incurred, including increased costs (e.g., storage costs).

7 Reservation of title

- 7.1 We reserve title to the sold goods until the complete payment of all our current and future claims under the purchase agreement and a continuing business relationship (secured claims).
- 7.2 The goods subject to reservation of title may not be pledged to third parties, nor assigned as security until complete payment of the secured claims. The Buyer must notify us immediately in writing if a petition for commencement of insolvency proceedings is filed or if third parties seize the goods belonging to us (e.g., attachments).
- 7.3 The Buyer shall be obligated to store the reserved goods properly. If it has not demonstrably taken out insurance itself, we shall be entitled to insure the goods against theft, breakage, fire, water and other damage that could occur during storage, at the expense of the Buyer.
- 7.4 In case of behavior in breach of contract on the part of the Buyer, particularly non-payment of the purchase price when due, we shall be entitled to rescind the contract in accordance with the statutory regulations and/or demand surrender of the goods on the basis of reservation of title. The demand for surrender of the goods does not concurrently constitute a declaration of rescission; instead, we shall only be entitled to demand the goods on this basis and reserve the right of rescission. If the Buyer does not pay the purchase price when due, we may assert these rights only if we have first granted the Buyer an appropriate time limit for payment without success or if setting such a time limit is dispensable according to the statutory regulations.
- 7.5 Until revocation according to 0, the Buyer shall be authorized to resell and/or process the goods subject to reservation of title in the normal course of business. In this case, the following provisions 7.6, 7.7, and 0 shall apply additionally.
- 7.6 The reservation of title extends to the full value of products resulting from the processing, mixture or combination of our goods and we shall be deemed to be the manufacturers of such products. If third parties retain ownership of the products resulting from processing, mixture or combination with the goods of third parties, we shall attain joint ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same provisions that apply to goods delivered under reservation of title shall apply to the product so produced.
- 7.7 Already now, the Buyer assigns to us by way of security the claims against third parties resulting from the resale of the goods or products in their entirety or in the amount of any joint ownership share we hold according to the preceding paragraph. We accept the assignment. The obligations of the Buyer indicated in 7.2 shall also apply with regard to the assigned claims.
- 7.8 Along with us, the Buyer shall remain authorized to collect the claim. We undertake not to collect the claim as long as the Buyer fulfills its payment obligations to us, there is no deficiency of its capacity for performance, and we do not enforce reservation of title by exercising a right according to para. 3. If this is the case, however, we may demand that the Buyer tell us the assigned claims and the debtors of those claims, provide all information required for collection, hand over the corresponding documents, and inform the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the Buyer's authorization to resell and process the goods subject to reservation of title.
- 7.9 If the realizable value of collateral exceeds our claims by more than 10%, we shall release collateral according to our choice at the request of the Buyer.

8 Complaints, obligation to inspect the goods and notify defects

The Buyer shall be obligated to inspect the goods delivered by us immediately after delivery and notify any defects immediately. If the Buyer fails to inspect the goods immediately or notify any defects immediately, the goods shall be deemed to have been accepted without defects unless the defect was not discernible upon inspection.

9 Claims for defects

- 9.1 Unless otherwise stipulated in the following, the statutory regulations shall apply with respect to the rights of the Buyer in case of material and legal defects (including wrong delivery, short delivery, and improper installation). The special statutory regulations applicable in case of ultimate delivery of unprocessed goods to a consumer, even if the latter has processed them further (suppliers' recourse according to Section 478 BGB), remain unaffected in all cases. Claims under suppliers' recourse shall be excluded if the defective goods were processed further by the Buyer or another entrepreneur, e.g., by way of incorporation into another product.
- 9.2 The primary basis of our liability for defects shall be the agreement made on the condition of the goods. An agreement on the condition of the goods shall be all product descriptions and manufacturer's specifications that are part of the individual contract or were made publicly known by us (particularly in catalogs or on our website) at the time of conclusion of the contract.
- 9.3 Insofar as no agreement on the condition of the goods has been made, whether or not a defect is present shall be judged on the basis of the statutory regulations (Section 434 (1) sentences 2 and 3 BGB). However, we assume no liability for public statements of the manufacturer or other third parties (e.g., advertising statements), to which the Buyer has not brought our attention as a critical factor for its purchasing decision.
- 9.4 Claims for defects of the Buyer shall be subject to the condition that the Buyer has fulfilled its statutory obligation to inspect the goods and notify defects (Sections 377, 381 HGB). In the case of goods intended for incorporation or other processing, an inspection must be conducted immediately before the processing in any case. If a defect appears upon delivery or inspection or at any later time, we must be notified of such defect immediately in writing. In any case, obvious defects must be notified in writing within 5 workdays from delivery and defects not recognizable upon inspection within the same period of time from discovery. If the Buyer fails to conduct a proper inspection and/or notify defects, our liability for the defect not notified or not notified in due time or not properly notified shall be excluded in accordance with the statutory regulations.
- 9.5 If the delivered item is defective, we shall be entitled to choose initially whether to render supplementary performance by rectifying the defect (rectification) or by delivering a defect-free item (substitute delivery). Our right to refuse supplementary performance in accordance with the statutory requirements remains unaffected.
- 9.6 We shall be entitled to make the supplementary performance contingent on payment by the Buyer of the due purchase price. However, the Buyer shall be entitled to withhold an appropriate part of the purchase price proportionate to the defect.
- 9.7 The Buyer shall be required to give us the necessary time and opportunity to render the owed supplementary performance and particularly to surrender the disputed goods for inspection purposes. If the disputed goods consist of a labeling machine, the Buyer shall be required to send it back with the last used roll in the respective protective packaging. In case of substitute delivery, the Buyer shall be required to return the defective item to us in accordance with the statutory regulations. Supplementary performance shall include neither the deinstallation nor the reinstallation of the defective item if we were not originally obligated to perform the installation.
- 9.8 Claims for defects of the Buyer shall be void if the Buyer or third parties not authorized by us have made modifications to our products without first having given us the opportunity for supplementary performance.
- 9.9 Claims for defects of the Buyer shall be excluded if the functionality of our products has been impaired by influences in the environment of the Buyer. This shall also apply to software delivered by us.
- 9.10 Exchanged parts shall become our property.
- 9.11 We shall bear or reimburse the expenses required for the purpose of inspection and supplementary performance, particularly transport, road, labor and material costs, as well as any deinstallation and reinstallation costs, in accordance with the statutory provisions if a defect is actually present. Otherwise, we shall be entitled to demand compensation of the costs incurred as a result of the unjustified demand for rectification of defects (particularly inspection and transport costs) unless the lack of defectiveness was not recognizable by the Buyer.
- 9.12 In urgent cases, e.g. endangerment of operational safety or prevention of disproportionate damage, the Buyer shall have the right to rectify the defect itself and demand from us compensation of the objectively necessary expenses for this purpose. We must be notified immediately and if possible in advance of such self-rectification. The right of self-rectification shall be excluded if we would have been entitled to refuse the corresponding supplementary performance in accordance with the statutory regulations.
- 9.13 If the supplementary performance has failed or a reasonable time limit to be granted for supplementary performance by the Buyer has lapsed without success or if supplementary performance is dispensable in accordance with the statutory regulations, the Buyer shall be entitled to rescind the purchase agreement or reduce the purchase price. However, the Buyer shall have no right of rescission for an insignificant defect.
- 9.14 Also in case of defects, claims of the Buyer for damages or reimbursement of futile expenses shall be recognized only in accordance with Article 10 and shall otherwise be excluded.
- 9.15 Claims for defects in used objects delivered by us shall be excluded.

10 Other liability

- 10.1 Unless otherwise specified in the present GTCs, including the following provisions, we shall be liable for a breach of contractual and extra-contractual obligations in accordance with the statutory regulations.
- 10.2 Regardless of the legal grounds, we shall be liable for damages within the scope of fault-based liability in case of willful intent and gross negligence. In case of simple negligence, we shall be liable, subject to statutory liability limitations (e.g., same diligence as applied in our own affairs; insignificant breach of duty), only for damages arising from injury to life, body or health, damages arising from the breach of an essential contractual obligation (obligation which must be fulfilled as a necessary precondition for the proper performance of the contract and the fulfillment of which the contractual partner regularly relies upon and can rely upon); in this case, however, our liability shall be limited to compensation of the foreseeable, typically occurring damage.
- 10.3 The liability limitations set out in 10.2 shall also apply in case of breaches of duty by or in favor of persons whose fault is our responsibility according to the statutory regulations. They shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the condition of the goods and in case of claims of the Buyer under the Product Liability Act [Produkthaftungsgesetz].
- 10.4 The Buyer shall be entitled to rescind or terminate the contract for a breach of duty that does not consist of a defect only if we are responsible for the breach of duty. An unrestricted right of termination of the Buyer (particularly according to Sections 650, 648 BGB) shall be excluded. Otherwise, the statutory requirements and legal consequences apply.
- 10.5 We provide advice and information about the properties and suitability of our products for the intended use to the best of our knowledge. We shall not be liable for damage to the Buyer caused by the Buyer's use of the product for purposes which we are not required to anticipate.

- 10.6 The foregoing liability limitations shall not apply to damages arising from injury to life, body or health. They shall also not apply to other damages resulting from a grossly negligent breach of duty on our part or an intentional or grossly negligent breach of duty on the part of our legal representative or vicarious agents.

11 Liability for infringements of intellectual property rights

If the orderer stipulates the manner in which we are to manufacture or modify our products by means of specific information, documents, and drawings, it shall guarantee that our contractual performance does not infringe the rights of third parties, such as patents, utility models, and other intellectual property rights and copyrights. The orderer shall indemnify us against all claims of third parties asserted against us due to such an infringement.

12 Limitation of claims

- 12.1 By derogation from Section 438 (1) no. 3 BGB, the general limitation period for claims for material and legal defects shall be one year from delivery. If acceptance has been agreed, the limitation period shall begin with acceptance.
- 12.2 The foregoing limitation periods of sales law shall also apply to contractual and extra-contractual claims for damages of the Buyer based on a defect of the goods unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in a given case. However, claims for damages of the Buyer according to Articles 10.2 sentence 1 and 10.6 and under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

13 Place of performance, place of jurisdiction, applicable law

- 13.1 The place of performance for our deliveries and for payments is 69434 Hirschhorn.
- 13.2 These GTCs and the contractual relationship between us and the Buyer are subject to the laws of the Federal Republic of Germany to the exclusion of international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods.
- 13.3 If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, our registered office in 69434 Hirschhorn shall be the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same shall apply if the Buyer is an entrepreneur within the meaning of Section 14 BGB. In all cases, however, we shall also be entitled to file suit at the place of performance of the delivery obligation according to the present GTCs or an overriding individual agreement or at the general place of jurisdiction of the Buyer. Overriding statutory regulations, particularly regarding exclusive jurisdictions, remain unaffected.
- 13.4 If the orderer is a fully qualified merchant, the place of jurisdiction shall be Darmstadt. However, we shall be entitled to file claims in court against the orderer also at the place of its registered office.

14 Disposal of old electrical and electronic equipment

The Buyer releases Meto from the obligations of Section 10 (2) Electrical and Electronic Equipment Act [Elektrogesetz, ElektroG] (take-back obligation of the manufacturer) and the European Directive 2002/96/EC and shall indemnify Meto against any and all related third-party claims.

As of November 2021

Meto International GmbH