

General Terms and Conditions of Purchase of METMO s.r.o.

1. General Provisions

- 1.1 All deliveries and other services to METMO s.r.o., 277 45, 501 Kozomín, Czech Republic (hereinafter referred to as "**Metmo**") are made on the basis of the following General Terms and Conditions of Purchase ("**GTC**").
- 1.2 METMO is contracting exclusively under this GTC. Other agreements, in particular insofar as they amend or supplement these GTCs, shall become legally binding only upon written confirmation by METMO.

2. Orders

- 2.1 Any requests from Metmo to the supplier are not binding.
- 2.2 The supplier must adhere to the condition and quantity specified in the request and, in the event of deviations, point this out exactly.
- 2.3 The supplier's offer is binding and can be accepted by Metmo within 4 weeks.
- 2.4 From the time of ordering, the supplier is obliged to send a written order confirmation to Metmo within 3 (three) working days. If no such confirmation is given, Metmo has the right to revoke the order.
- 2.5 The order confirmation must include the delivery time, the order number, the delivery date and the price.
- 2.6 Deviations from the content of the request or order and the order confirmation are only permitted with prior written approval by Metmo.
- 2.7 Orders are only legally binding for Metmo if they are made in writing.
- 2.8 Metmo may request changes to delivery or performance or cancel orders at any time, in whole or in part up to eight calendar weeks before the delivery date. In this case, Metmo shall bear the costs of deliveries or services already completed as well as those for related semi-finished products and raw materials, within the framework of the production and material release that is considered binding in the order. This shall be limited to an extent strictly necessary and only apply if such stock cannot be used by the supplier in any other way. The supplier is obligated to take all reasonable measures and efforts to minimize costs.

3. Prices and Terms of Payment

- 3.1 All offers made to Metmo are free of charge, no matter what preparatory work was necessary.
- 3.2 Prices are fixed prices plus statutory value added tax and exclude additional claims. Costs for functional and quality inspections, documentation, packaging, insurance, transport, and customs are included. Additional claims are excluded.
- 3.3 Unless otherwise agreed in writing, payment is due either within 30 days net, with a 3% discount or otherwise, within 90 days net.

4. Retention and Assignment

- 4.1 The supplier has no right of retention against Metmo.
- 4.2 The supplier is not entitled to assign claims against Metmo without the written consent of Metmo.

5. Subcontractors

- 5.1 The supplier may only use subcontractors to fulfill the contract with the prior written consent of Metmo.
- 5.2 The supplier shall only use subcontractors, suppliers or third parties who provide adequate warranty for technologically satisfactory and timely contractual performance.
- 5.3 However, the involvement of a subcontractor does not exempt the supplier from his contractual obligations; moreover, supplier is fully liable for any defect or damage.

6. Delivery

- 6.1 Unless otherwise agreed in writing, the goods must be delivered "duty paid (DDP)". In addition, the supplier guarantees that the goods are free of legal and material defects.
- 6.2 The delivery period starts with the date of the order confirmation. Decisive for the observance of the delivery time is the receipt of the delivery at the delivery address specified in the order.
- 6.3 The supplier is not entitled to any advance or partial deliveries.
- 6.4 The transfer of risk takes place only after the transfer of the complete and defect-free goods at the place of delivery.

6.5 Metmo has the right to refuse the acceptance of deviations from the originally agreed delivery date and to oblige the supplier to pay the resulting costs.

6.6 Supplier waives any right he may have to reserve ownership of the goods after delivery has been effected.

7. Delay

7.1 If the supplier recognizes that the agreed delivery dates cannot be met, he must notify Metmo immediately in writing stating the reasons and the duration of the delay.

7.2 However, the acceptance of a late delivery by Metmo does not constitute a waiver of the compensation claims in connection with the non-timely delivery.

7.3 In the event of default, the supplier shall bear a contractual penalty in the amount of 1% of the order volume per commenced week but not more than 5% of the order volume of the order affected by the delay. This obligation does not depend on a negligent action by supplier.

7.4 In addition to the contractual penalty, in the event of delay in delivery, Metmo has, after expiry of a reasonable grace period, the right to withdraw from the contract and to claim damages, including lost profits. In addition, the supplier is obliged to bear the additional costs of a possible cover purchase.

8. Warranty

8.1 The supplier guarantees that the delivery or service is according to the order, complete, and defect-free for a period of at least 36 months from the delivery date. The delivery or service must fulfil the desired and agreed properties and intended purpose, be free of defects in design, execution, and material, comply with the recognized rules of development and technology, and include only material of first-class and suitable quality, according to the underlying design. The supplier guarantees compliance with all the legal and official regulations and standards applicable at the place of performance.

8.2 After the correction of a defect, the warranty period restarts after acceptance of the improvement by Metmo for the entire delivery or service affected by the defect.

8.3 In addition, the supplier guarantees that the delivery is free from third-party rights and does not breach confidentiality, industrial and other property rights or competition law provisions.

8.4 Metmo does not have any investigation or complaint obligations. The legal provisions on the duty to inspect and notify are therefore excluded.

8.5 Metmo has the right to demand improvements to or replacement of the defective delivery without cost, to have the defect improved by a third party at the expense of the supplier, to request a discount, to change the contract, and to claim for any damage Metmo may have against the supplier.

8.6 After correction of the defect, through supplier the period of warranty restarts anew with the Metmo's acceptance of the repaired good.

8.7 The supplier is liable, regardless of fault, for all costs and damages incurred by Metmo as a result of a violation of these GTC.

8.8 The supplier is obligated to indemnify Metmo against claims of third parties, regardless of the legal basis on which such claims are made.

9. Liability of Supplier

9.1 Supplier is liable for all damages caused by it or its subcontractors, suppliers or other persons, who supplier used to fulfill the contract irrespective of the legal basis.

9.2 The supplier shall indemnify Metmo against all claims of third parties or customers of Metmo.

9.3 The supplier shall reimburse the entire damage as well as the lost profits, consequential damages, indirect damages and pure financial loss.

9.4 Limitations of the applicable product liability legal provisions in favor of the supplier and limitations of the associated claims for compensation of Metmo are inadmissible.

10. Termination

10.1 Metmo is entitled to withdraw from the contract with immediate effect if there are important reasons, which are amongst others: initiation of bankruptcy proceedings over the assets of the supplier or in the event of non-opening of the proceedings due to lacking assets; in case of breach of essential contractual provisions or confidentiality obligations; if the supplier stops or interrupts the delivery.

10.2 Metmo is entitled to withdraw from the contract at any time until acceptance of the delivery without cause. In this case, Metmo shall reimburse supplier for work carried out

up to that point, in proportion to the share of the price. Further claims of supplier are excluded.

11. Insurance

11.1 The supplier maintains a liability insurance covering personal injury, property damage and pecuniary loss, which covers all possible risks, to at least EUR 5 million per insured event.

11.2 The supplier will provide Metmo with a corresponding confirmation of insurance issued by the insurer upon request.

11.3 The supplier shall maintain this insurance during the term of the contract as well as the statutory periods of limitation in this form and amount.

12. Force Majeure

12.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the GTC, if and to the extent that the party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party. A party successfully invoking this clause is relieved from its duty to perform its obligations under the GTC and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay.

13. Intellectual Property

13.1 Metmo retains all intellectual property rights to all plans, sketches, technical documents, samples, catalogs, brochures and illustrations related to the subject matter of the contract. With regard to their duplication, imitation and competition, the legal provisions apply.

13.2 If instructions, manuals or other information are provided to the supplier, these serve only as an aid to the proper operation or use of the subject matter of the contract.

13.3 If the object of the contract is made by Metmo on the basis of design information, drawings, models or other specifications of the supplier, the supplier shall indemnify and hold Metmo harmless in the event of any infringement of property rights.

14. Confidentiality and Data Protection

14.1 All confidential information disclosed to the supplier in the course of the business relationship with Metmo must be kept secret by the supplier.

14.2 The supplier undertakes to use the confidential information only in the context of the purpose of the contract, and not to use it for its own purposes or for the purposes of a third party.

14.3 The supplier may only make confidential information available to employees, subcontractors, subcontractors and other persons if this is necessary to achieve the agreed purpose and if written confidentiality agreements have been concluded with the persons concerned.

14.4 Insofar as the supplier processes personal data for and on behalf of Metmo, the supplier is obliged to comply with the applicable statutory provisions, in particular the EU General Data Protection Regulation (GDPR).

15. Severability

15.1 In case a provision of this GTC is invalid or ineffective, the validity of the other provisions shall not be affected thereby. The invalid or ineffective provision shall be replaced by valid and effective ones, which correspond best to the economic and general intent of the affected provision.

16. Written Form

16.1 All agreements, subsequent changes, additions and subsidiary agreements must be in writing to be valid. This also applies to the departure of the written form requirement. There are no verbal collateral agreements.

17. Applicable Law and Dispute Settlement

17.1 If supplier is located within the European Union: This GTC shall be governed by and construed in accordance with the laws of the Czech Republic. The application of rules on conflict of laws and the applicability of the UN Convention on the International Sale of Goods ("UNCISG", "Vienna Convention") is expressly excluded. Any and all disputes arising out of or in connection with this GTC shall be finally settled by the competent court at Metmo's domicile or, at the discretion of Metmo, at supplier's domicile.

17.2 If supplier is located outside the European Union: This GTC shall be governed by and construed in accordance with the laws of Austria. The application of rules on conflict of laws and the applicability of the UN Convention on the International Sale of Goods ("UNCISG", "Vienna Convention") is expressly excluded. All disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration ("Vienna Rules") of the Vienna International Arbitral Centre ("VIAC") of the Austrian Federal Economic Chamber by one arbitrator appointed in accordance with the said rules. The place of arbitration shall be Vienna, Austria. The language to be used in the arbitration proceeding shall be English. Nothing in this GTC shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction. The courts at the place of arbitration shall not have exclusive jurisdiction to entertain such applications.