

# General Terms and Conditions of Sale of METMO s.r.o.

## 1. General Provisions

1.1 The General Terms and Conditions of Sale ("GTC") of METMO s.r.o., 277 45, 501 Kozomín, Czech Republic (hereinafter referred to as "Seller") apply to all deliveries of goods to their customers. The delivery of the ordered goods takes place exclusively on the basis of these GTC. Other agreements, in particular insofar as they amend or supplement these GTC, shall become legally binding only upon written confirmation by the Seller.

## 2. Offers and Conclusion of Contract

2.1 Seller's offers shall be deemed offers without engagement.

2.2 When placing an order, the contract will be considered closed upon receipt of a written order confirmation.

2.3 From information in catalogs, brochures, advertising leaflets and written or oral statements, neither warranty claims can be derived, nor liability can be established unless they have been included in the contract.

2.4 Subsequent changes and additions to these GTC's must be made in writing to be valid.

## 3. Prices and Terms of Payment

3.1 Prices shall be quoted ex works or ex Seller's warehouse without VAT, packaging and loading. Customer shall be liable for any and all charges, taxes or other duties levied in respect of delivery. If the terms of delivery include transport to a destination designated by customer, transport costs as well as the cost of any transport insurance desired by Buyer shall be borne by the latter. Delivery does not, however, include unloading and subsequent handling.

3.2 Prices are based on costs obtaining at the time of the first quotation. In the event that the costs have increased by the time of delivery (for example: currency exchange rate fluctuation), Seller shall have the right to adjust prices accordingly. Seller may further adjust prices in accordance with costs (materials, wages, energy, etc) annually.

3.3 If customer provides credit insurance or a bank guarantee, invoices fall due 30 days after the date of issuance. Otherwise advance payment shall be deemed to be agreed upon.

3.4 If customer fails to meet its contractual obligations, Seller may without prejudice to his other rights suspend performance of its obligations until payment by customer has been made or other contractual obligations are fulfilled.

#### 4. Delivery

4.1 The delivery period begins with the date stated in the order confirmation or as otherwise defined by Seller.

4.2 The Seller is entitled to carry out partial or pre-delivery deliveries.

4.3 Unless otherwise agreed, the delivery is based on the INCOTERMS 2020 and considered sold EXW.

4.4 The registered office of the Seller shall be deemed to be the place of performance and transfer of risks.

4.5 If the goods cannot be delivered according due to the fault of the customer and if the Seller cannot use the goods for resale, the Seller is entitled to store the goods at the risk and expense of the customer. The cost of storage is 1% of the price per week started.

4.6 The Seller is entitled to withdraw from the contract if the customer does not accept the goods within two weeks or if he refuses the acceptance completely. All resulting costs must be borne by the customer.

4.7 The right of the Seller to compensation for damages remains unaffected.

4.8 In the case of delay in delivery of the Seller, due to circumstances relating out of the sphere of Seller (excluding force majeure), a contractual penalty for each full delay week 0.5%, a total of no more than 2% of the order value of the part of the goods affected by the delay in delivery is agreed. This contractual penalty shall be the sole and exclusive remedy for late delivery for customer, no further damages may be claimed by customer.

#### 5. Warranty

5.1 Insofar as the customer has fulfilled his obligations under the contract, the Seller shall remedy any defect which affects the functionality, which already exists at the time of delivery or which is due to a construction, material or design defect – for which Seller is responsible.

- 5.2 The customer is obligated to notify the Seller about the defect in writing in due time, at least within two weeks. The complaint about the defect must actually reach the Seller. The customer must have fulfilled all obligations under the contract.
- 5.3 The burden of proof on the existence of a defect is borne by the customer. The customer must provide the documents or data available to him to the Seller.
- 5.4 If the customer reprimands the defect time, there is a warranty period of 6 (six) months. The period of the warranty begins with the transfer of risk.
- 5.5 If there is a defect, the warranty shall be made at the place of performance at the discretion of the Seller by rectification or replacement.
- 5.6 Any side cost (for example: assembly and disassembly, transport, waste disposal, travel), incurred in connection with rectifying or replacing defects shall be borne by customer.
- 5.7 The customer has to give the Seller the opportunity and enough time to remedy the defect.
- 5.8 Unless otherwise agreed, the warranty excludes such defects arising from disposition and assembly not performed by the Seller, insufficient equipment, failure to comply with the installation requirements and conditions of use, overuse of the parts over the Seller's performance, negligent or incorrect handling and use of unsuitable operating materials; this also applies to defects that are attributable to material provided by the customer. The Seller is also not liable for damage resulting from the actions of third parties, atmospheric discharges, surges and chemical influences. The warranty does not cover the replacement of parts that are subject to natural wear and tear.

## 6. Liability

- 6.1 The Seller is liable only in cases of gross negligence and intent.
- 6.2 Any liability is limited to a maximum value of 10% of the annual net turnover of customer during the last calendar year.
- 6.3 In no event shall Seller be liable for any damages incurred by customer, including but not limited to direct, indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or related to this GTC, whether in warranty, tort, contractual or otherwise, including, without limitation, loss of profits or loss of good will.

## 7. Intellectual Property

- 7.1 The Seller 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.
- 7.2 If the object of the contract is made by the Seller on the basis of design information, drawings, models or other specifications of the customer, the customer shall indemnify and hold the Seller harmless in the event of any infringement of property rights.

## 8. Confidentiality and Data Protection

- 8.1 All confidential information disclosed to the customer in the course of the business relationship with the Seller must be kept secret by the customer.
- 8.2 The customer 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.
- 8.3 The customer 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.
- 8.4 Insofar as the customer processes personal data for and on behalf of the Seller, the customer is obliged to comply with the applicable statutory provisions, in particular the EU General Data Protection Regulation (GDPR).

## 9. Purchase Obligation upon Termination

- 9.1 If Seller purchased customer-specific third party products to fulfill orders or forecasts submitted by customer, customer is obliged to buy these products, which have been purchased by Seller in reliance on the validity of the contract and the fulfillment of the order or forecast, at cost price in case of termination of the contract.

## 10. Miscellaneous

- 10.1 Until the full payment of the price and all associated costs, the goods remain the sole property of the Seller.
- 10.2 Customer shall not be entitled to withhold or offset payment on the grounds of any warranty claims or other counterclaims.
- 10.3 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.

10.4 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.

10.5 Buyer must comply with the applicable regulations of national and international (re-)export provisions.

10.6 "Force Majeure" means the occurrence of an event or circumstance (including but not limited to war, riot, act of terrorism, sabotage, currency and trade restriction, embargo, sanction, act of authority whether lawful or unlawful, compliance with law or governmental order, expropriation, seizure of works, plague, epidemic, natural disaster, fire, flood, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy, general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises) that prevents or impedes a party from performing one or more of its contractual obligations under the GTC, if and to the extent that that 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.

## 11. Applicable Law and Dispute Settlement

11.1 If customer 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 Seller's domicile or, at the discretion of Seller, at customer's domicile.

11.2 If customer 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.