

General Terms and Conditions for Deliveries, Services and Repairs B2B
of meta Messtechnische Systeme GmbH, Oskar-Röder-Str. 3, 01237 Dresden; v.d.d. GF René Meye ("META")

I. Scope

- (1) These general terms and conditions for deliveries, services and repairs apply
 - a) only vis-à-vis entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB) and those who are equivalent to them (referred to in these Terms and Conditions of Delivery and Service and Repair as "Customer" or "Purchaser").
 - b) for all deliveries of goods of any kind as well as for the provision of services, work or other performances of any kind by META on any orders of the customer (hereinafter also briefly and collectively referred to as "Deliveries").
 - c) exclusively; general terms and conditions of the customer conflicting with or deviating from these Terms and Conditions of Delivery and Service and Repair shall not become part of the contract unless META has expressly agreed to their validity in writing.
 - d) even if META carries out the delivery or performance of services to the customer without reservation in the knowledge of terms and conditions of the customer that conflict with or deviate from these Terms and Conditions of Delivery and Service and Repair. Any tacit consent or consent to be inferred from the circumstances shall be excluded.
 - e) even if META refers to their validity for the first time in a commercial confirmation letter and the customer does not immediately object to their validity.
- (2) The relationship between META and the customer shall be governed exclusively by these Terms and Conditions of Delivery and Service and Repair. The customer's general terms and conditions shall not apply. Insofar as these Terms and Conditions of Delivery, Service and Repair do not apply or do not contain provisions, the applicable statutory law shall apply exclusively.
- (3) The VOB/B shall not become an integral part of the contract unless their application is agreed individually, expressly and in writing in a contractual document to be signed by both parties.
- (4) All individual agreements made between META and the customer shall otherwise be evidenced in writing and, if available, recorded in writing in the contract document. This also applies to any ancillary or subsequent agreements that may have been made.
- (5) These Terms and Conditions of Delivery, Service and Repair shall apply to all offers made by META and to all orders accepted by META. They shall also apply to subsequent orders and future contractual relationships with the customer.

II. Offer / Offer documents / Conclusion of contract

- (1) As a matter of principle, a contract shall only be concluded upon META's order confirmation. META's order confirmation shall always take precedence in the event of any contradiction with other service descriptions of any kind, unless immediately contradicted by the customer.
- (2) META's offers are subject to change and revocable until acceptance by the customer or commencement of performance in accordance with the agreement. Should an error have crept into an offer (e.g. in the details of a product, the price details or the availability), the customer shall be informed thereof as soon as possible, who may then reconfirm the modified order. Alternatively, the order may also be cancelled by META without delay, in which case META shall only be liable for damages to the extent provided by mandatory law. The content of advertising brochures and public promotions shall not become part of the contract. Guarantees shall be expressly designated as such in writing.
- (3) If no validity period was specified in the offer submitted by META, the commitment period shall be 30 days, unless a different period is specified in the offer.
- (4) An unsolicited order received from the customer is to be regarded as an offer (pursuant to § 145 BGB). META may accept this within 14 days of receipt. The period begins with the receipt of the order.
- (5) Without prejudice to the further provisions on confidentiality and property rights contained in these Terms and Conditions of Delivery, META reserves - also at the offer stage - the copyright and all property rights for Intellectual Property in all its designs, illustrations, drawings, cost estimates, calculations and documents, in the work steps, results according to the order, as well as in all communications, documents and, if applicable, specific software, irrespective of the respective form of storage. Before passing them on to third parties and before any use not provided for or permitted by the contract, the customer shall obtain META's express

written consent. If the order is not placed with META, all such data, information and objects shall be returned or deleted immediately upon META's request.

- (6) Unless expressly stated otherwise by the customer when communicating information, META shall be entitled to transfer data, information and objects to its suppliers and subcontractors in a confidential manner to the extent that this would be or is necessary for the performance of the order.
- (7) The correct selection of the ordered products as well as the determination of specific technical parameters are the responsibility of the customer and are his sole risk, unless META has been expressly commissioned in writing to provide advice and/or project planning. Insofar as META provides consulting services, this shall be done to the best of its knowledge.
- (8) META reserves the right to make changes to performance in the interest of technical progress, if these do not involve significant changes. META would inform the customer in advance. The documents handed over with the offer as well as weight and dimension specifications and information are non-binding unless they are expressly designated or agreed as binding in the order confirmation.
- (9) META's employees and staff are not authorized to make verbal collateral agreements or assurances that go beyond the agreed content of the contract or modify it. As a matter of principle, they are not authorized to accept payments.

III. Duties of the customer / handling of goods

- (1) The customer shall support the fulfillment of an order or a contract to the best of its ability. The customer shall provide META with all information, material requests and other parameters required for the performance of the ordered service as soon as possible, even without special request. The customer shall be solely responsible for any information that is not provided in due time or is incomplete. This also applies to information that only becomes available during the processing of the respective order. Special information within the meaning of Art. 35 II b CISG would have to be expressly recorded in writing in the contract.
- (2) The customer shall point out to META special features and extraordinary risks that are not immediately recognizable (such as risk of unusually high damages, unstable conditions, urgent processing deadlines, specialized services or similar). The customer shall also have a duty to inform META in the event that it can recognize that misunderstandings have arisen in the technical exchange and/or in the interpretation of performance parameters.
- (3) The customer shall immediately point out to META any errors and discrepancies in documents, notifications and services recognizable to him at any stage of the business relationship. For this purpose, submitted documents and notifications as well as all performed services shall be checked in all respects with commercial diligence immediately upon receipt.
- (4) The customer shall designate a contact person who is permanently available within the scope of the usual and competent in the matter and who is also authorized to make any decisions that arise or to communicate them within a reasonable period of time.
- (5) Should the customer fail to comply with his obligations to cooperate or to provide required information, materials, documents or statements, the agreed deadlines for performance shall be postponed in accordance with the circumstances, without prejudice to any further legal consequences. If due to circumstances on the part of the customer the performance of the service is delayed more than just considerably, META shall be entitled to issue partial invoices to a reasonable extent if payment is made dependent on the performance of the service.
- (6) The customer must always fulfill all the legal requirements to be met by him for the execution of the contract and hold all the permits and approvals necessary for his business. He is also responsible for all necessary permits to be obtained by him (such as only e.g. building permits). He shall comply with all legal regulations that may apply to him and the business and shall prove this to META at any time upon request by submitting appropriate documents. He shall also comply with all technical, ethical and moral standards that may apply to the business. This includes, but is not limited to, all principles relating to sustainability, employee compensation, data protection and non-discrimination.
- (7) The customer, for his part, shall thus do everything necessary to ensure that the contractual and delivery services can start on time and be performed without hindrance or interruption. He shall ensure the timely performance of all necessary preparatory work and preliminary deliveries

as well as any ancillary work not related to META's line of business, including the necessary equipment and materials.

- (8) According to the particular circumstances at the place of delivery, if this is outside META's premises, the requirements for order and safety shall be ensured and monitored by the customer. On site, suitable means of transport for the transportation of personnel, tools, equipment and materials shall be provided by the customer free of charge. The permits and authorizations required for the import and export of products, equipment, tools, vehicles and materials shall be obtained and provided to META by the customer. The necessary health, sanitary and service facilities as well as all required health tests shall be provided by the customer.
- (9) The customer is obliged to handle and store the delivered products properly, taking into account their specific character. He is obliged to obtain knowledge of the relevant technical, legal and other requirements, depending on the situation, concerning, for example, the treatment, transport, storage and his sale of the products on his own responsibility.
- (10) The customer is obliged to inform META without delay if products are objected to in official or other examinations or are even suspected of being objected to. In case of official examinations, the customer is obliged to request officially marked counter-samples or duplicate samples, to keep them carefully and to send them to META without delay. This applies accordingly to all other complaints, also on the part of possible intermediaries, end customers or any other kind.
- (11) In the event of imminent or actual damage, the customer shall take all measures that are suitable or even necessary to avoid or minimize the damage.

IV. Samples and sample materials / tools / supplies

- (1) Unless otherwise agreed, the manufacturing costs for individually agreed samples and trial materials produced by META shall be invoiced separately from the goods to be delivered.
- (2) If the customer submits samples and trial materials to META, the costs for proper storage as well as the risk of damage or destruction shall be borne by META, whereby META shall carry out the storage with its usual care.
- (3) If the customer suspends or terminates the cooperation during the time of making the samples, all costs incurred until then shall be borne by the customer.
- (4) Goods provided for sampling shall be kept by the customer for META with due care; sampling stickers may not be removed. Any kind of mixing and alteration of samples and sample materials shall be refrained from. The material and external area are to be left untouched in the comprehensive sense. Samples and sample materials may not be passed on to third parties or otherwise made accessible. Residual quantities must be disposed of at META's request, and META must be provided with documentary evidence of this upon request. Samples and sample materials shall be deemed Confidential Information and shall be subject to retention of title in accordance with these Terms and Conditions.
- (5) If the client takes over goods from the sampling, no price deduction is made.
- (6) The price for molds and tools does not include the costs for testing and machining devices and for changes initiated by the customer.
- (7) META is and remains the owner of the molds and tools manufactured for the customer by itself or by a third party commissioned by it. These shall only be used for orders of the customer as long as the customer fully complies with his payment and acceptance obligations. META shall only be obliged to replace them free of charge if such replacement is necessary for the fulfillment of an output quantity assured by the customer. META's obligation to store expires 2 years after the last delivery from the mold or with the tools.
- (8) If the customer is to become the owner of the molds or tools as agreed, ownership shall not pass to him until the purchase price for them has been paid in full. The handover of the molds to the customer shall be replaced by storage in favor of the customer. Irrespective of the customer's legal claim to surrender and of the life of the molds and tools, META shall be entitled to their exclusive possession until the termination of the contract. META shall mark the molds and tools as third-party property and shall insure them only at the customer's request and at the customer's expense.
- (9) In the case of customer-owned molds and tools and/or molds and tools partially provided by the customer as well as in the case of other objects of any kind provided to META by the customer, META's liability with respect to storage and maintenance shall be limited to the care as in its own affairs. Costs for maintenance and insurance shall be borne by the customer.

META's obligations shall expire if, after completion of the order and corresponding request, the customer does not collect the molds and tools within a reasonable period of time. As long as the customer has not fully complied with his contractual obligations, META shall in any case have a right of retention to the molds and tools.

- (10) If materials are supplied by the customer, they must be delivered in good time and in perfect condition at the customer's expense and risk with a reasonable quantity surcharge of at least 5%. If these conditions are not met, the delivery time shall be extended accordingly. Except in cases of force majeure, the customer shall also bear the additional costs incurred for interruptions in production.

V. Delivery

- (1) In the case of the delivery of goods or the provision of services, acceptance shall be deemed to have taken place through the unrepentant acceptance of the contractual service, unless otherwise agreed. This shall also apply if the goods or services were defective, provided that the defectiveness was recognizable, if the defectiveness was not notified immediately by the customer to META. The customer may not refuse acceptance due to insignificant defects. Unless otherwise agreed, the claim for remuneration shall become due in full and the warranty shall commence upon acceptance. The claim for remuneration shall also become due and the warranty period shall commence if the customer is in default of acceptance.
- (2) Goods or service steps which are in themselves suitable for acceptance or ready for use shall be accepted upon META's request with a partial acceptance after notification of readiness for acceptance, even if further performances are still outstanding according to the order, unless the acceptance of a partial delivery would be unreasonable for the customer.
- (3) The contract extends to the scope defined at the beginning of the contractual relationship. Changes requested by the customer shall be accepted by META in accordance with the provisions of the following section VI. if the change is possible.
- (4) The period for a delivery or service shall commence on the date of the order confirmation (in case of several with the last one) or a date specified therein, but not before the customer has provided the documents, approvals, releases, etc. to be procured by the customer, as well as the receipt of an agreed payment, the opening of a letter of credit, if any, to be provided, the proof that an agreed collateralization has been effected or the existence of further preconditions or cooperative acts of the customer, if any, agreed or to be observed. Provided that this is the case and in the absence of a special agreement on a binding time limit, META shall perform within a reasonable period of time from the order confirmation. Performance periods agreed upon between the parties shall be deemed to be merely indicative, unless expressly agreed otherwise. If performance is not possible within this period, META shall notify the customer separately. If the originally foreseen delivery date is exceeded, the customer may issue a reminder, so that META shall be in default, provided that the legal and contractual requirements for default are fulfilled. In the case of fixed delivery dates in the sense of contractual deadlines, such a reminder is not required for the occurrence of default.
- (5) META shall be entitled to withdraw from the contract or to demand an extension of the delivery period if, despite the prior timely conclusion of a corresponding purchase contract with a reasonably trustworthy supplier, META for its part does not receive the delivery item or other services or does not receive them in time. This shall apply mutatis mutandis if a subcontractor to be regarded as reliable unexpectedly fails to perform or in any case is unable to perform in due time. META shall inform the customer without undue delay about the non-timely availability of the object of performance and, if it intends to withdraw from the contract, exercise the right of withdrawal without undue delay. In this case, the customer shall be reimbursed for any consideration already rendered, unless usable partial deliveries have already been made or prepared for him. The responsibility of META for reproachable conduct along with the present terms shall remain unaffected thereby.
- (6) Unless otherwise agreed, the delivery period shall be deemed to have been complied with if, within the delivery period, the goods have been made available for collection at META's warehouse and the customer has been notified thereof or has been notified of META's readiness to perform a service.
- (7) Even if certain deadlines are bindingly fixed for the performance of services, these deadlines shall be extended by the period of the delay if the customer fails to comply with its cooperation or payment obligations, if necessary approvals are not available on the part of the customer or if the customer subsequently provides META with additional information or requests.
- (8) Unlimited framework agreements may be terminated with a notice period of 3 months. In the case of delivery contracts on call, unless otherwise agreed, META shall be notified of binding quantities in due time to allow for

proper production and delivery, but at least 1 month before the delivery date by call-off. Additional costs caused by a delayed call-off or subsequent changes of the call-off with regard to type, time or quantity by the customer shall be borne by the customer; the META calculation shall be decisive in this respect and in any case the call-off period shall be adjusted to the circumstances. Call orders must be called within 6 months from the date of the order, unless other fixed dates or call periods have been agreed. If the call-off is not made or not made completely within 6 months since the order or at the agreed call-off dates or periods, the customer shall be in default of acceptance. In such a case, META shall be entitled in particular to claim compensation for costs and damages and to withdraw from the contract.

- (9) The defense of non-performance of the contract remains reserved.

VI. Amendment of the contract - change management

- (1) If the customer requests a change in the scope or content of the contract or in the method of procedure or operation, he shall notify META thereof in writing, stating all information necessary for the assessment of the request for change. This shall apply regardless of whether changes become necessary due to circumstances for which the customer is responsible or not.
- (2) META will examine the change request and inform the customer, if possible within 5 working days, whether the requested changes can be implemented without affecting the economic and technical parameters of the order.
- (3) Should the changes requested by the customer have an impact on the scope, remuneration or schedule, etc., META shall, if possible, submit a change offer to the customer within a period of another 5 working days. If the customer accepts the change offer within 5 working days, the contract will change accordingly. If the customer rejects the offer or does not respond, the performance shall be carried out in accordance with the request for modification, provided that this is reasonable for META, whereby META has a discretionary power of assessment within the framework of equity (within the meaning of § 315 BGB), and META's claim to remuneration shall then also be measured according to equity, whereby META shall be entitled to an adjustment within reasonable limits. If the changed scope does not appear reasonable to META, the previous order shall remain in effect.
- (4) META shall notify the customer in writing if it becomes aware of a requirement for additional services or additional expenses that were not previously recognizable or agreed upon. In such a case, the parties shall negotiate fairly on the amount of the adjustment of the circumstances and charges agreed upon in the contract with the proviso that additional services resulting therefrom shall be specified and invoiced separately. If no agreement is reached and META can reasonably be expected to do so, the service shall be performed as required and the scope of the remuneration shall be adjusted by META within the bounds of equity (within the meaning of § 315 BGB).

VII. Transfer of risk / default of acceptance

- (1) Unless otherwise stated in the order confirmation, delivery shall be agreed "ex works" META's place of business ("EXW" Incoterms 2020). If delivery from the registered office of the relevant plant of META to another place is expressly agreed in such a way that the place of performance is legally shifted or the delivery is to be made abroad, in the absence of any other express written agreement delivery shall be made in accordance with FCA Incoterms 2020 plant site META.
- (2) If the delivery is to be performed or delivered to another place in accordance with a special agreement, the risk shall pass at the latest at the time of performance there, in the case of an agreed test at the time of the successful test. Art. 58 III CISG is waived. If, on the other hand, META merely ships the goods at the customer's request to a place other than the place of performance without express agreement on a different place of performance (esp. for practical reasons or as a courtesy), the risk of accidental loss or accidental deterioration shall pass to the customer as soon as META has delivered the goods to the carrier or to the person or company otherwise designated to effect shipment (according to FCA). This shall also apply if META carries out the shipment itself. In the absence of a special agreement, META shall choose the means of transport and the transport route. In such a case, META may insure the goods for transport; any costs resulting therefrom shall be borne by the customer.
- (3) If the prerequisites are met, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the latest at the point in time at which the customer is in default of acceptance or debtor's delay. If a fixed delivery date has not been expressly agreed, after the expiry of which the customer is in default of acceptance, the time of transfer of risk shall be deemed to be 2 calendar days after the customer has been notified that the goods are ready for dispatch. Goods notified ready for

shipment shall be accepted by the customer without delay. Otherwise, META shall be entitled to ship them at its own choice or to store them at the customer's risk (additional own or third-party costs shall be borne by the customer). Furthermore, the customer shall be liable for damage, theft or loss of materials and parts, provided that this occurs at a place under his supervision or for which he is otherwise responsible. In the case of non-physical services, it depends on the notification of readiness for transfer.

- (4) If shipment or delivery of goods is delayed at the request of, as a result of refusal to cooperate with, or at the instigation of the customer by more than 8 days after notification of readiness for shipment, the customer may be charged a storage fee of 0.5% of the price of the items of the delivery for each week or part thereof, but not more than a total of 30%, whereby the contracting parties shall be at liberty to prove higher or lower storage costs. Depending on the circumstances, META shall also be entitled, but not obliged, to sell the goods in a distress sale and to charge revenues.
- (5) If the customer is in default of acceptance or culpably violates cooperation or contractual obligations and if acceptance is delayed not only insignificantly as a result, the claim for payment shall become due and META shall be entitled to claim compensation for the damage incurred by it in this respect, including any additional expenses.

VIII. Delay in delivery

- (1) In the event of delay in delivery or performance on the part of META, the customer may withdraw from the contract after a reasonable grace period has been set and has expired fruitlessly, if the goods or services have become of no interest to him. In case of impossibility of performance or a transaction for delivery by a fixed date, the customer shall have this right even without a grace period if the goods or services are no longer in the customer's interest.
- (2) In addition, META shall be liable for the foreseeable, typically occurring damage caused by delay in delivery or performance in the event of a culpable delay in delivery or performance.
- (3) In the event of a delay in delivery or performance, the customer is obliged to take measures to mitigate damages. These shall be coordinated with META in advance.

IX. Packing costs / Insurance

- (1) Transport packaging and all other packaging will not be taken back, unless this is required by the Packaging Ordinance or other special regulations. The customer is obliged to dispose of the packaging at his own expense. Upon request, META shall name a third party to the customer who will recycle the packaging in accordance with the Packaging Ordinance. Labels, markings or markings may not be removed.
- (2) If the delivery is made in returnable containers, these must be returned or sent back emptied and roughly cleaned at the time of the delivery or, at the latest, at the time of the subsequent delivery. Loss of and damage to packaging shall be borne by the customer if the customer is responsible for this. Returnable packaging may not be used for other purposes or for the acceptance of other products. They are only intended for the transport of the delivered goods. Labels may not be removed. The same applies to pallets.
- (3) META shall be obliged to insure goods stored with it at the customer's expense only upon the customer's express written request. However, META shall always be entitled to insure goods stored with it for the customer. META may demand advance payment of costs. The same shall apply to transport insurance.
- (4) For "dispatch by courtesy," compare Section VII.2.

X. Prices / Terms of payment

- (1) Unless otherwise stated in the order confirmation or otherwise agreed individually, META's offer prices at the time of conclusion of the contract shall apply. Cost estimates shall only be binding if they are given in writing and expressly agreed to be binding.
- (2) Unless otherwise stated in the order confirmation, all prices shall be based on "ex works" or, in case of delivery agreement, "free carrier" (EXW or FCA Incoterms 2020) factory location executing META. All shipments, including any returns not due to defects, shall be made at the customer's expense. Agreements on freight or free of charge services, such as delivery, insurance or others, require a separate express agreement.
- (3) Partial deliveries of goods or services may be invoiced separately. They shall be paid for in accordance with the specifications provided herein.

- (4) Delivery prices of goods or services agreed for the term of the contract shall not be called into question during the term of the contract, provided that products and processes remain unchanged, by subsequent cost analyses of a customer or by offers of third parties. Cost savings achieved by joint efforts of the contracting parties at META need only be passed on if this is expressly agreed. In this case, the cost savings shall be credited in full against any pre-agreed price reductions until they are covered in full by such credit. Any cost savings in excess of this shall be offset against the delivery prices to the extent that the customer has contributed to the cost savings.
- (5) In principle, the customer has no right to inspect META's documents and data. With regard to the request for inspection, META may in any case refer to the fact that only an expert professionally bound to secrecy (such as an auditor) is entitled to inspect; in this case, the expert may report to the customer only if and to the extent that deviations are found; META shall bear the costs of such expert only if relevant deviations are found.
- (6) If a significant change in costs occurs in the case of long-term contracts (contracts with a term of more than 4 months and unlimited contracts), each contracting party shall be entitled to demand an appropriate adjustment of the price taking these factors into account. The contracting party requesting the cost adjustment shall thereby explain its considerations and calculations to the extent necessary for a plausibility check. If a binding order quantity has not been agreed upon, META shall base its calculation on the non-binding order quantity (target quantity) expected by the customer for a certain period under the circumstances. If the customer purchases less than the target quantity, META shall be entitled to increase the unit price appropriately in retrospect. A cost change of less than 5 % shall be deemed insignificant.
- (7) META further reserves the right to reasonably change prices for good cause, e.g. due to extraordinary increases in labor costs or changes in material or energy prices, which lead to impediments that would be unreasonable for META; META shall explain these to the customer in a comprehensible manner upon request. This right shall also exist if it did not seem to be completely excluded that such an impediment would occur, but if the occurrence of such impediment could not reasonably be expected. META shall assert a corresponding request for change without delay. A cost change of more than 5 % is considered unusual.
- (8) The parties shall negotiate the amount of the adjustment in a fair and sympathetic manner. If one of the parties refuses to do so or if the negotiations do not lead to the desired result, the court to be called upon to do so may determine the amount of the adjustment in its reasonable discretion.
- (9) All prices are net in the currency offered. Unless otherwise agreed, they are in EURO (€). Statutory value added tax (as well as all other taxes, levies and fees of any kind) are not included in the prices; they are (will be) shown separately in the invoice in the respective statutory amount. META shall always be placed in a position to receive the agreed (net) price. Any state-related taxes, duties or withholdings shall be borne additionally by the customer.
- (10) The full invoice amount is payable within 30 days of the invoice date without deduction, unless another date is specified in the invoice (due date). Debt-discharging payments are only possible to the bank accounts specified by META. The weights, numbers of items and quantities determined by META shall be decisive for the calculation if the customer does not immediately object.
- (11) The customer shall be in default without any further declaration by META on the day after the due date if he has not paid in breach of duty. Amounts withheld due to defects must always be in reasonable proportion to the value and significance of the defect. A term of payment shall be deemed revoked and the claim for payment shall be due immediately if the customer is in default of payment with respect to earlier deliveries, in case of dishonor of checks or if attachment measures are executed on the customer's assets or if other circumstances become known after conclusion of the contract which give rise to justified doubts about the customer's creditworthiness. In case of exceeding the target, META shall be entitled to withdraw from individual or all contracts in whole or in part, without prejudice to any further claims and rights. The claim for payment shall also become due immediately if the financial circumstances of the customer were already bad at the time of the conclusion of the contract and META was in error about this and only became aware of the actual circumstances after the conclusion of the contract.
- (12) Payments shall be deemed made on the day on which META can dispose of the invoice amount irrevocably and without loss. All payments shall be credited with the deduction of any transfer, collection and discount charges incurred and subject to correct receipt in the amount as they reach META's account specified in the invoice. Checks shall be accepted as means of payment only upon prior individual agreement and always only on account of performance; the specifications for payments set forth in these Terms and Conditions of Delivery, Service and Repair shall also apply to them.
- (13) Payments to employees or commercial agents shall not have a debt-discharging effect vis-à-vis META.
- (14) META is always and also repeatedly entitled to claim reasonable advances, even if this was not initially agreed. An obligation to act shall only be established upon receipt of payment.
- (15) Payment terms stipulated in the contractual agreements or META's invoices shall be observed. In case of default, META shall be entitled to withhold its performance until full payment has been made. META shall not be liable for any damage that may occur as a result. If a payment date is exceeded, interest at a rate of 9 percentage points p.a. above the base interest rate shall be owed, without prejudice to any further claims and rights.
- (16) The customer shall immediately check invoices, balance statements and other statements for correctness and completeness with due commercial care and, if possible, send objections in writing to META within one month of receipt of the invoice, balance statement or other statement (date of receipt counts).
- (17) In the event of default of payment, META may send the customer a demand for payment with a final deadline and may, after expiration of the deadline, declare its withdrawal from the contract and claim damages if payment has not been made in full within the set deadline. META's right to alternatively demand performance of the contract shall remain unaffected until receipt of the declaration of withdrawal by the customer. META's already accrued claims arising from default shall remain unaffected in any case.
- (18) In the event of withdrawal by META due to delay in payment, the customer shall be entitled to the services completed by META up to the declaration of withdrawal. The claim to remuneration for services already completed as well as the profit share for outstanding services shall not be forfeited in the event of withdrawal due to default in payment. The goods and work results shall be returned concurrently with payment of the outstanding invoice(s).
- (19) The customer may only assert a right of retention against the claim for payment on the basis of undisputed claims that are ready for a decision or have been established by a court of law. The customer may only set off claims that are undisputed, ready for decision or have been finally adjudicated. Furthermore, the customer is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

XI. Retention of title

- (1) META delivers without exception under reservation of title. The following provisions apply.
- (2) META retains title to the goods subject to retention of title until receipt of all payments under the delivery contract and, in addition, all payments under other business relations of the customer.
- (3) The customer shall store the reserved goods free of charge for META. The customer is obliged to treat the reserved goods with care. The customer is obligated to sufficiently insure them at his own expense for their full value against damage by fire, water and theft at replacement value. Upon META's request, the customer shall furnish proof of the conclusion and maintenance of the insurance. The customer assigns to META all claims against the insurer arising from this contract with respect to the reserved goods at the time of the conclusion of the contract or at the latest upon delivery.
- (4) The customer shall notify META immediately upon knowledge of the threat, or in case of ignorance at the latest at the time of occurrence, of any seizure, attachment, execution or other interference by third parties affecting our property rights, so that META may intervene if necessary. The customer shall bear the costs of the measures to remedy the interferences of third parties, in particular those of any intervention proceedings. To the extent that the third party is not in a position to reimburse META for the judicial and extrajudicial costs of an action, the customer shall be liable for the loss incurred by META.
- (5) The customer is entitled to resell the goods subject to retention of title in the ordinary course of business; however, he already now assigns to META all claims in the amount of the final invoice amount (including VAT) of the claim accruing to him from the resale against his customers or third parties, irrespective of whether the goods subject to retention of title have been resold without or after processing. META may at any time demand that the customer discloses to META the assigned claims and their debtors, provides all information necessary for collection, hands over related documents and discloses the assignment to its debtor. Until revoked by META, the customer shall remain authorized to collect this claim even after assignment. The authority of META to collect the claim itself shall remain unaffected. META undertakes, however, not to collect the claim as long as the customer meets his payment obligations from the proceeds collected,

is not in default of payment and, in particular, no application for the institution of insolvency proceedings has been filed or cessation of payments has occurred or is imminent or appears to be imminent according to the facts. If this is the case, however, META may demand that the customer provide META with all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment. META's authority to collect shall be independent thereof.

- (6) In case of breach of contract by the customer, in particular in case of default of payment, META shall be entitled to reclaim the goods subject to retention of title. The customer shall reimburse META for any costs incurred thereby. The taking back of the reserved goods by META shall constitute a rescission of the contract. After taking back the reserved goods, META shall be entitled, but not obliged, to realize them. The proceeds of such realization shall be credited against the customer's liabilities - first less reasonable costs of realization.
- (7) Any processing of the reserved goods by the customer shall always be carried out for META. If the reserved goods are processed together with other materials not belonging to META, META shall acquire co-ownership of the new item in proportion of the value of the reserved goods (final invoice amount, including VAT) to the other processed items at the time of processing. The co-ownership rights arising hereunder shall be deemed to be reserved goods within the meaning of clause 1.
- (8) If the goods subject to retention of title are inseparably mixed or combined with other items not belonging to META, META shall acquire co-ownership in the new item in proportion of the value of the goods subject to retention of title (final invoice amount, including VAT) to the other items at the time of mixing or combining. If the mixing or combining is done in such a way that co-ownership is created as a result of the mixing, META shall acquire co-ownership on a pro rata basis; to the extent necessary for this purpose, the customer hereby transfers its co-ownership share to META. The customer shall keep the sole ownership or co-ownership thus created in safe custody for META. In all other respects, the same shall apply as to the conditional commodity delivered under reservation of title.
- (9) META undertakes to release the securities to which it is entitled upon the customer's request to the extent that the realizable value of the securities exceeds the claims to be secured by more than 20 %; the selection of the securities to be released shall be incumbent upon META. For the valuation of the securities, the net offer price of META applicable at the time of the request for release shall be decisive in the case of the goods subject to retention of title; in the case of assigned claims, the net offer price less a security discount of 30 % shall be taken as a basis. In case of claims for which the customer's customer is already in default of payment or facts are known which give reason to assume that a default is to be feared, the deduction shall be 50 %. In the case of securities existing only in the form of co-ownership due to combination, mixing or processing, the META net offer price of the delivered goods shall be taken as a basis, less a deduction of 30 %.
- (10) The customer already now declares his irrevocable consent that the persons commissioned by META to collect the reserved goods may, for this purpose, enter or drive onto the property or the building on or in which the items are located in order to take possession of the reserved goods.
- (11) Goods delivered for test and demonstration purposes shall remain the property of META. They may be used by the customer beyond the test and demonstration purpose only on the basis of a separate written agreement with META. Upon expiry of the agreed test or demonstration period, the customer shall immediately return the delivered goods to META.
- (12) Should further steps be required with regard to the retention of title under the applicable local law, for example a special registration, then both parties undertake to make good such requirements. They will not invoke the lack of formal invalidity of the retention of title and would regard this as dishonest.
- (13) If an applicable national law does not provide for or permit an extended and/or prolonged retention of title, a simple retention of title shall be deemed agreed instead.
- (14) Upon conclusion of the contract, the customer shall grant META a non-possessory lien on the goods subject to retention of title in the event that the retention of title stipulated in these provisions becomes invalid.

XII. Extended contractor's lien / storage fee

- (1) META shall be entitled to a lien on the customer's movable objects that have come into its possession due to the order because of its claims arising from the contractual relationship. The right of lien may also be asserted on account of claims arising from work previously performed, new or replacement part deliveries and other services, insofar as they are related to the object. For other claims arising from the business relationship, the right of lien shall only apply insofar as these are undisputed or have become res judicata.

- (2) Irrespective of further provisions in these Terms and Conditions, if an item is not taken back by the customer as agreed within 2 weeks after completion of the contractual work and corresponding collection request by META, META may charge a storage fee appropriate to the circumstances after expiration of this period.

XIII. Construction and repair services

- (1) If the performance to be rendered by META consists of a construction or repair service, the following shall apply specifically in addition to the further terms and conditions, whereby in the event of a conflict the following paragraphs of this section shall prevail as a more specific provision for construction and repair services, without otherwise excluding the other provisions contained in these terms and conditions of delivery, performance and repair:
 - (2) Depending on the situation and progress of the work, advances may be invoiced prior to acceptance up to a maximum of 95% of the contract sum.
 - (3) META always reserves the right to raise any objections to the tender documents and construction plans to be provided and for which the customer is responsible. The suitability and condition of the construction site is and always remains the responsibility and risk of the customer. Likewise the building ground risk. Also the existence of all building and other permits to be provided by the customer as well as the compliance with all conditions. META shall in no case be responsible for the preparatory work of other trades; META shall only be jointly and severally liable if this results accordingly from the application of these conditions according to mandatory law. META shall, notwithstanding the foregoing, point out obstacles recognizable to it, without, however, assuming any responsibility thereby. The objection of contributory negligence of the customer shall always remain reserved.
 - (4) Under whatever circumstances (such as only e.g. in case of global, lump sum, detailed lump sum or unit prices, fixed price or completeness clause cases, necessary additional work, demand for uncompensated additional or supplementary or extension services, changes of location, also for meetings, unforeseen cost sharing requests of any kind, e.g. construction water, construction insurance, transport costs, waste disposal, overhead cost allocation, etc., among others), the equivalence of performance and consideration must always be maintained. Price conditions which contradict this initially or by change requests can be refused by META. If no agreement can be reached in this respect, META shall be entitled to determine the remuneration in accordance with the performance within the scope of equity (§ 315 BGB). Changes in performance or remuneration shall only be considered in accordance with the provisions of these Terms and Conditions. A unilateral reduction of the remuneration for work on the part of the customer as a result of such aspects is excluded. In the event of a dispute, the court shall decide on this in accordance with this section.
 - (5) META shall not be responsible for any delays in the construction process caused by the construction company or the customer. Postponements of the start of construction or delays in the course of construction shall lead to extensions of the construction period, whereby META's operational concerns shall always be given due consideration and may result in higher costs, which may be apportioned in accordance with META's equitable estimation. In the event of changes in time or content of the plan, META must always be granted sufficient authority to dispose of its labor and resources, in particular with regard to operational possibilities existing at META or dispositions and obligations already made. In the event of interruptions of construction, META shall always retain all legal, contractual and other rights and claims; also but not limited to those arising from these Terms and Conditions.
 - (6) The acceptance of META's services shall in no case be dependent on the acceptance of other parties involved or on any third party certificates that are not mandatory under public law. This shall also apply, inter alia, if META would qualify as a subcontractor, to the acceptance of the work of META's customer by the principal client, or in similar or other constellations. Rather, as soon as the performance to be rendered by META has been rendered in accordance with the contract, it shall be accepted without delay in accordance with the respective legal provisions.
 - (7) If an inspection period is required for the inspection of a partial or final invoice, the following shall apply unless other inspection periods have been agreed in the individual terms of payment: The review period for repair services shall be a maximum of 14 days. Otherwise, the inspection period for payments on final invoices shall be a maximum of 18 days and for final invoices a maximum of 30 days. Payment shall be due at the latest upon expiry of the inspection period.
 - (8) The security rights to which a work contractor is legally entitled cannot be waived, but shall be in addition to META's further security options under these Terms and Conditions.

- (9) Security retentions for the performance of services or warranty retentions of more than 2.5% shall not be accepted unless expressly agreed otherwise in individual cases. If such a retention of payment has been agreed, the amount to be retained shall bear interest at a rate of 9 percentage points above the base interest rate. This shall also apply if the customer provides a guarantee for this purpose, whereby META shall always be entitled to a corresponding guarantee. For the discharge of such payment retentions by META, only a directly enforceable guarantee shall always suffice, whereby the discharge effect may not be made dependent on additional conditions or prerequisites (such as, e.g., substantial freedom from defects, acceptance or handover to the building owner, etc.).
- (10) In the event of termination on the part of the client, META always reserves all statutory rights and claims, which may be given depending on the situation, without prejudice to these terms and conditions. The lump sum from § 648 BGB is fixed at 10 %, however, the customer reserves the right to prove a lower and META the right to prove a higher loss of profit.
- (11) Contractual penalties submitted to META on a form will not be accepted. Contractual penalties per day will only be accepted up to a maximum of 0.2 %. Contractual penalties based on intermediate deadlines or the daily start of work shall not be accepted; this shall also apply if intermediate deadlines become final deadlines due to termination by the client. Individually and expressly agreed contractual penalties, if META accepts them, may only amount to a maximum of 4 % of the order total. Contractual penalties for non-competition clauses are generally not accepted. Contractual penalties, if META accepts them, shall only be forfeited in case of fault and shall in any case be set off against possible claims for damages. The same provisions apply for liquidated damages.

XIV. Warranty

- (1) The quality of the performance shall be determined in accordance with the specific contractual provisions as stated in the order confirmation, otherwise in accordance with the relevant standards and the state of the art in science and technology. Unless otherwise agreed in writing, the performance of META shall otherwise comply with the relevant normative requirements if it complies with the regulations applicable in the Federal Republic of Germany; however, it will also comply with the normative requirements if it complies with the regulations applicable at the place of performance which may have been agreed upon differently. Statements made by META or its possible suppliers and manufacturers including assistants and third parties outside the contract, in particular public statements, e.g. in advertising or comparable publications, shall not constitute a contractual agreement as to quality or even a guarantee. Claims for defects shall also not exist in case of only insignificant, in particular production-related or technically unavoidable deviations from specifications, samples or in quality, color, weight, etc., unless delivery true to sample was expressly agreed.
- (2) The risk of suitability for the intended use shall only be borne by META if it has been commissioned in advance to provide the relevant advice. If META has to deliver according to drawings, specifications, samples, etc. of its customer, the customer shall always assume the risk of suitability for the intended use. Decisive for the contractual condition of the goods is the time of the transfer of risk.
- (3) The customer shall inspect META's performance immediately upon receipt with all due care. The claim for remedy of recognizable defects must be asserted by the customer without undue delay, otherwise recognizable defects shall be deemed irrelevant. In case of hidden defects this shall apply as of their discovery. In all other respects, the rules of § 377 of the German Commercial Code (HGB) and comparable provisions, such as § 640 para. 3 of the German Civil Code (BGB) or Art. 43 of the CISG, shall apply, depending on the circumstances.
- (4) In the event of justified defects, META shall provide warranty at its own expense by subsequent performance (repair or complete or partial new delivery) at its own discretion. However, costs (in particular transport, travel, labor and material costs) incurred due to the fact that the goods were moved away from the place of performance after delivery shall be borne by the customer.
- (5) If the subsequent performance finally fails, whereby META is entitled to 2 attempts, the customer may assert the statutory warranty rights under the applicable law. However, the customer may only assert the rescission of the contract if the performance rendered is of no interest to him as a whole. Art. 49 CISG remains unaffected.
- (6) Should one or both of these types of subsequent performance be impossible or disproportionate, META shall be entitled to refuse them with the legal consequences. In case of justified notices of defects, payments of the customer may be retained only to an extent that is in reasonable proportion to the material defects that have occurred. META may refuse subsequent performance as long as the customer does not fulfill his
- payment obligations towards META to an extent corresponding to the defect-free part of the performance.
- (7) The above provisions shall also apply in the event of delivery of another item or a smaller quantity.
- (8) Excluded from the warranty are defects and damages which are not causally attributable to META, such as, for example, those which are due to lack of maintenance, improper use by the customer as well as processing not in accordance with the intended purpose (unless defective processing would have been carried out by META), use, operating errors, abnormal or inappropriate climatic conditions (e.g. room climate, heating, ventilation), operation with the wrong type of current or voltage as well as connection to unsuitable power sources, nor for circumstances arising due to special external influences which are not assumed according to the contract. META is also not liable for externally caused events such as fires, lightning, explosions, mains-related overvoltages or moisture of any kind as well as for normal natural wear and tear.
- (9) The removal or manipulation of goods markings, serial numbers as well as the damage of seals not previously expressly agreed in writing shall result in the loss of any warranty claim. After the conversion or processing of the delivered goods has begun, any complaint about previously openly recognizable defects is excluded.
- (10) If complaints are raised which are not based on a defect of the delivery item, META may charge an expense fee for troubleshooting and testing. The expense fee is regularly based on the working time incurred and the other costs.
- (11) The customer's warranty claims shall become statute-barred one year after the transfer of risk. The warranty period shall also always commence upon default of acceptance. This does not apply to contractual relationships in the case of mandatory warranty recourse according to §§ 478, 479 BGB (German Civil Code), which are, however, waived if the UN Convention on Contracts for the International Sale of Goods is applicable. If VOB/B has been agreed in a contract, the warranty period for mechanical and electrotechnical installations or parts thereof, for which the maintenance has an influence on the safety and functionality, shall be 2 years, if the customer has decided not to assign the maintenance to META for the duration of the warranty period, starting with the acceptance of the performance; in case of a maintenance contract concluded with META, however, the limitation period shall be 4 years, if a VOB/B contract has been agreed on. In the case of services under a contract for work and services for a building, in the case of intent, gross negligence, fraudulent concealment of the defect as well as in the case of non-compliance with an expressly given guarantee, of quality and of damage to life, limb and health and those subject to product liability law, the statutory limitation periods shall apply. The statutory provisions on suspension and recommencement of the periods shall also remain unaffected.
- (12) As far as defects of title are concerned, META shall, unless otherwise expressly agreed in writing, be obliged to provide the Supplies free from third parties' industrial property rights and copyrights (hereinafter: IPR) only in the country of manufacture and - if agreed - of the foreign first place of delivery. If a third party raises justified claims against the customer for infringement of property rights by deliveries made by META and used by the customer in accordance with the contract, META shall be liable to the customer within the period stipulated in the preceding subsection 11 as follows: META shall, at its option and expense, either obtain a right of use for the Supplies concerned, modify the Supplies concerned in such a way that the property right is not infringed, or replace the Supplies concerned. If this is not possible for META under reasonable conditions, the customer shall be entitled to the statutory rights of reduction, or, if he can't make no use of the item delivered, rescission. META's obligation to pay damages shall be governed by the provisions in these Terms and Conditions. The aforementioned obligations of META shall only exist to the extent that the customer immediately informs META in writing and in sufficient detail about the claims asserted by the third party, does not acknowledge an infringement and leaves all defensive measures and settlement negotiations to META's discretion. If the customer discontinues the use of the delivery for reasons of mitigation of damages or other important reasons, he shall be obliged to point out to the third party that the discontinuation of use does not imply any acknowledgement of an infringement of property rights. Claims of the customer shall be excluded insofar as the customer is responsible for the infringement of the property right. Claims of the customer shall also be excluded if the infringement of the property right is caused by special specifications of the customer, by an application not foreseeable by META or by the fact that the delivery is modified by the customer or used together with products not delivered by META. In case of other defects of title, these provisions shall apply mutatis mutandis. Further or other claims of the customer against META and its vicarious agents based on a defect of title than those regulated in these Terms and Conditions shall be excluded.

XV. Liability for damages

- (1) META shall be liable, in case of breach of contract or also on the ground of possible other legal grounds for claims, for damages generally only for gross negligence and intentional conduct and only in any case only for the typical foreseeable damage. However, META shall be liable even for only simple negligence in case of breach of such obligations, the execution of which are indispensable to render the fulfillment of the contract possible and the compliance with which the contracting party may regularly rely on (so-called "essential obligations" or also "cardinal obligations"). In case of breach of pre-contractual duties of conduct, under certain circumstances this may constitute a waiver. META shall be liable in accordance with the stipulations made in the individual case in the event of a guarantee as expressly assumed as such. And META shall be liable according to the statutory provisions for damages to life, body and health as well as objects in private property and according to the Product Liability Act.
- (2) Any further liability than provided for herein above is excluded. The exclusion of liability shall also apply to META's employees, workers, representatives and vicarious agents.
- (3) A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

XVI. Liability for the breach of other collateral duties

- (1) If the service rendered cannot be used by the customer in accordance with the contract or if damages occur as a result of a culpable breach of contractual collateral duties on the part of META before or after the conclusion of the contract, the provisions of these Terms and Conditions shall also apply to the exclusion of further claims of the customer.
- (2) META shall have a claim for indemnification against the customer to the extent that META has manufactured the delivered goods according to drawings, models or other specifications provided by the customer and does not know or need not know that this will cause damage or infringe third party property rights. The indemnification obligation shall refer to all expenses and burdens necessarily incurred by META out of or in connection with the claim by a third party. Refusal to indemnify shall result in a claim for damages.
- (3) In the event of delays and complications caused by the customer (e.g. subsequently complicated processes, delayed release of parts), the customer shall financially compensate META for any adverse economic consequences measured against META's calculation. The customer's general liability for breaches of duty shall remain unaffected.

XVII. Secrecy / Intellectual Property

- (1) The contractual relationship is personal, individual and confidential. Any disclosure or transfer of the contract in whole or in part on the part of the customer is excluded.
- (2) Each party shall keep secret all information which it receives from the other party in the course of the performance of the contract or otherwise comes to know and which is marked as confidential or the confidentiality of which results from its nature and significance and shall not disclose it to any third parties. Third parties shall also be deemed to be affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG). The parties shall use such information exclusively for the purposes for which it was provided according to the contract.
- (3) Also the models, methods, techniques and instruments (including but not limited to software) used by META as well as specifications, photographs, drawings, designs, calculations or other documentation as well as unpublished industrial property rights used or made available by META shall be deemed confidential information, shall be the intellectual property of META and may be disclosed by the customer to third parties in the above sense only after META's express written consent.
- (4) Unless expressly agreed otherwise, META shall be exclusively entitled to all its rights to META's Intellectual Property (including copyrights, designs, design and utility model rights and all other relevant property rights depending on the situation), to the know-how and to all information provided, including all information and knowledge provided prior to the contract and the results of contractual performances. However, the customer shall be entitled against payment of the agreed remuneration to use META's Intellectual Property to the extent necessary for the contractual use, provided that this corresponds to the agreed purpose of the contract. In any case, META shall remain entitled to use the scientific teachings and fundamental knowledge gained from the execution of the order.
- (5) If trademark-protected goods are delivered, the customer may only remove the marks affixed to the goods or packaging and resell the goods under another trademark if META has given its consent to this in writing.
- (6) The subsequent unauthorized disclosure or use of the intellectual property and information is prohibited and obligates the customer to pay damages

in the amount of € 10,000 in each individual case of infringement, unless META proves a higher amount or the customer proves the lack of occurrence of damage or a lower amount thereof. If the unauthorized disclosure leads to a permanent economic disadvantage for META, this liquidated damages shall accrue again in each month in which the violation continues.

- (7) These obligations shall remain in full and undiminished force and effect even if the contract ends or is dissolved. However, the obligation to maintain secrecy shall exceptionally not apply to confidential information which can be proven a) to have already been disclosed at the time of its transmission, b) to have already been known to the receiving party at the time of its transmission or to have been lawfully made accessible by third parties to the best of its knowledge after its transmission, c) to have become disclosed after its transmission without any action on the part of the receiving party, d) to have been invented or developed after its transmission by the receiving party or its or its employees independently of the disclosed Confidential Information or e) if the Receiving Party is required by law or court order to publish or submit to the competent authority, in which case the Parties shall agree in advance on the best way of fulfilling this obligation or f) for which there is no longer any need for confidentiality due to the passage of time or changed circumstances.

XVIII. Foreign business

- (1) The products delivered by META are intended for commercial use and to remain in the country of delivery agreed with the customer. Unless otherwise agreed, it shall be the country where the customer has its place of business at the time of the order. If the customer intends to forward, bypass or re-export contractual products, this shall be notified to META as soon as possible and may be subject to approval.
- (2) The customer is obliged to provide META with all information and documents required for export, transfer or import. In this respect, it is the customer's own responsibility to obtain any necessary permits from the respective competent foreign trade authorities.
- (3) Insofar as the customer has its registered office outside the Federal Republic of Germany, it shall be obliged to comply with the import turnover tax and all other tax regulations of any kind that apply to it. Non-domestic taxes, duties and other charges of any kind shall be borne exclusively by him.
- (4) The customer is obligated to provide META with all information and documents necessary for dealings with the authorities and competent bodies, such as with regard to his VAT identification number, capacity as a commercial entrepreneur, the use and transport of the delivered goods, their arrival, his end customers as well as with regard to statistical reporting obligations.
- (5) If special legal provisions or special factual circumstances apply in the country of destination which are not readily apparent to META, the customer shall notify META thereof in due time.

XIX. Extraordinary termination / Force majeure

- (1) META shall be entitled to terminate the contract without notice if a material deterioration of the financial situation of the customer exists or occurs or if such cases actually threaten to occur and the customer cannot provide sufficient security. Such a financial situation of the customer is to be assumed, among other things, if he applies for the opening of insolvency proceedings with regard to his assets or if the conditions for the opening of insolvency proceedings exist or if insolvency proceedings are not opened due to lack of assets. The customer would have the same right if these conditions applied to META.
- (2) Each party shall be entitled to terminate the contract without notice if the other party culpably breaches contractual obligations to a not merely insignificant extent or if there are concrete indications that such breach is imminent. The extraordinary termination must generally be preceded by an unsuccessful written warning with a deadline of 30 days to remedy the breach of duty, except in the case of intentional or repeated breach of duty.
- (3) In the event of force majeure, the performance of META's obligations shall be suspended ("Force Majeure"). Force majeure shall be e.g. interruptions of the normal delivery process due to political, climatic or disease reasons (in particular but not exclusively in case of a pandemic), unforeseeable operational disruptions of any kind, lack of raw materials and supplies and of correct and timely self-supply through no fault of META, delayed or insufficient provision by third parties of means of transport, blockage or obstruction of railroads, shipping routes or truck traffic. Strikes and blockades, virus and other attacks by third parties on META's IT system, unforeseeable impediments due to applicable national or international regulations of foreign trade law or measures based thereon, such as embargos, as well as all other circumstances, insofar as META is not responsible for them and they have occurred despite compliance with the

usual commercial care, but cause a reduction or cessation of production or performance, in each case also at META's upstream suppliers. META shall notify the customer of such cases without delay. If the period during which the performance of META's obligations is not possible due to force majeure lasts longer than 90 days, both parties shall be entitled to terminate the contract in writing without incurring any obligation to pay damages in this case, provided that an adjustment of the contract would not be reasonable.

- (4) Provisions concerning or presupposing fault (such as only §§ 276, 280 BGB) are not affected by the provisions in this chapter.

XX. Place of jurisdiction / place of performance

- (1) If META provides a delivery or service within the Federal Republic of Germany, the law of the Federal Republic of Germany shall apply. If a delivery or service is provided outside the Federal Republic of Germany, the CISG (UN Convention on Contracts for the International Sale of Goods) shall apply as far as relevant and subsidiarily German law shall apply to all contractual aspects.
- (2) The exclusive place of jurisdiction shall be that of META's place of business. Exceptions to this rule are justified, however, if a judgment would not be enforced in the country of enforcement or if such enforcement is threatened according to the information obtained. In such a case META may also sue the customer at his place of business, at the place of his business activities or at the place of his property (the customer would have the same right in such a case of non-enforceability). The provision on the place of jurisdiction shall also apply to disputes in proceedings concerning documents, bills of exchange or checks.
- (3) Unless otherwise stated in the order confirmation or these GTC, the place of performance shall be META's place of business. This shall also apply to payments made by the customer to META.
- (4) The language of the contract shall be English. The contract and any appendices thereto shall be drawn up in English. The English version of a contract or text shall always prevail, irrespective of any translation. Insofar as the parties use another language in addition, the English wording shall take precedence.

XXI. Other

- (1) Should one or more provisions of these terms of delivery be or become invalid, the validity of the remaining provisions shall not be affected.
- (2) META assumes the following understanding: By the words "and" and "or" used in a contract, the parties mean one or the other, depending on the context in which those words are used; generally, all relevant alternatives are included when any of those words are used in these terms. The same applies to the use of the singular and plural, and when explanatory examples are brought into a contract or the word "in particular" is used, such examples and enumerations being by no means exhaustive. Delivery, goods, supplies, equipment, etc. always means the complete contractual performance with everything that goes with it, if so agreed on also including hardware, software and documentation. The term "claims for damages" also includes, among other things, claims for reimbursement of futile expenses. The masculine forms include the feminine and vice versa as well as all other genders. No prioritization of individual gender types is made. The exclusive use of the masculine form is for ease of reading.
- (3) A supply and/or service agreement between META and the customer shall not create a corporate or association relationship between the parties. Nothing shall give rise to the right of one party to act as agent for the other or to incur or create any liabilities at the expense of the other, unless otherwise expressly agreed. The purpose of a contract is limited to the regulation of its specific content and is limited to the purposes for which it was entered into. META is not obligated to any exclusivity for the customer beyond the specific transaction.
- (4) Repeated deliveries shall not constitute a continuing obligation (e.g. authorized dealer relationship) nor a continuing delivery obligation, unless otherwise expressly agreed in advance, in particular in a framework agreement.
- (5) Insofar as rights and claims for META are stipulated in these Terms and Conditions of Delivery and Service and Repair, these shall not exclude any further rights and claims of META existing by law or according to the relevant jurisdiction. If META does not assert existing rights and claims immediately, this shall not preclude their later assertion within the statutory periods.
- (6) Declarations shall be deemed to have been received if they were sent to the last known address, if a party has given up its business address without a new designation

- (7) Insofar as the term "in writing" is used in these Terms and Conditions of Delivery and Service and Repair, the form is also fulfilled if the contracting parties communicate by fax, e-mail or otherwise in a suitable permanently traceable manner electronically. Conforming e-mails satisfy the requirement of being in writing.
- (8) Data of the customer required for the proper performance of the contractual relationship may be stored and used by META in compliance with the relevant legal requirements of data protection law. Order processing may be carried out with the aid of automatic data processing.
- (9) The Customer represents and warrants to the best of its knowledge that it has full legal capacity to enter into an intended contract and that all internal corporate approvals that may be necessary for this purpose have been made and consents granted.