

General Terms and Conditions (GTC)

of METZ CONNECT GmbH | Im Tal 2 | 78176 Blumberg | Germany

Managing Director: Jochen Metz

registered at the Freiburg Register Court in Breisgau under HRB [Commercial Register Department B] 611606

I. Application, validity

- 1.1 The following General Terms and Conditions apply to all transactions and deliveries between us and companies (Section 14 BGB) as well as with legal persons under public law and special funds under public law.
- 1.2 We do not recognise the general terms and conditions of the customer unless we have expressly agreed to their validity. Our terms and conditions also apply exclusively if we perform the delivery to the customer without reference to these terms and conditions, despite being aware of terms and conditions of the customer that conflict with or deviate from our terms and conditions.

II. Contract conclusion, scope of delivery

- 2.1 We are entitled, without giving any reason, to revoke our offers until receipt of the declaration of acceptance (offers are non-binding). We can accept orders of the customer (offer within the meaning of Sections 145 et seqq. BGB [German Civil Code]) within two weeks.
- 2.2 If we do not respond to the customer's order by providing the customer with an order confirmation, the order will be accepted by transmitting the delivery and/or delivery note.
- 2.3 The customer has to check all of its dimension and product specifications. We are not obliged to check the dimensions, product data or specifications provided by the customer. When using our products with other components (e.g. connectors to our modules), the customer is responsible for verifying the usability of the components which the customer uses for our product as well as for complying with national and EU standards and guidelines.

III. Delivery time, force majeure, transfer of risk

- 3.1 Only agreed delivery times are binding. An agreed delivery period begins upon receipt of the order confirmation or the commercial confirmation letter, etc., but not prior to the provision of any documents, approvals or releases which might have to be procured by the customer prior to the provision of the supply or before the receipt of an agreed down payment or required advance payment. The delivery deadline is met if the readiness for dispatch (non-loaded provision) has been prepared and communicated to the customer by the respective expiry date and time; this only applies in the case of delivery FCA Blumberg, Incoterms (R) 2020.
- 3.2 In the event of force majeure, the agreed delivery times shall be extended appropriately. If the force majeure lasts longer than six weeks, both parties are entitled to withdraw from the contract after setting a further deadline of two weeks. Force majeure is an external event caused by elementary forces of nature or by actions of third parties, which is unforeseeable according to human insight and experience, and cannot be prevented or rendered harmless by economically acceptable means by the utmost care reasonably expected under the circumstances and cannot be accepted due to its frequency. This also includes fault-free interruptions in operation, such as strikes, lockouts as well as delays in delivery that are not caused by us.
- 3.3 Unless agreed otherwise, deliveries are performed ex works Blumberg, Germany (FCA Blumberg, Incoterms (R) 2020). Unless contractually deviating from the FCA Incoterm clause, the risk for the respective delivery is transferred to the customer if the delivery (packaged goods) has been unloaded and made available to the customer in the Blumberg factory and the customer has been informed thereof in advance in good time. If the provision of the goods to the carrier or customer is delayed at the request of the customer or for other reasons for which we are not responsible or if the customer is in default of acceptance, the risk passes to the customer upon notification of the readiness for shipment or for collection. From that point on, the goods are stored at the expense and risk of the customer.
- 3.4 Partial deliveries and partial services are permissible insofar as they are reasonable for the customer. They are considered as independent deliveries and can be billed immediately.
- 3.5 For custom-made products, we reserve the right to over- or under-deliveries of up to 10% of the ordered and/or order-confirmed delivery quantities.

IV. Prices, payments

- 4.1 Unless otherwise agreed, our prices are ex works Blumberg in Euro plus VAT in the respective statutory amount.
- 4.2 If we agree to cancellations due to reasons of goodwill, the costs incurred by us as well as any additional costs are borne by the customer. The same applies to a change of contracts as initiated by the customer, provided that we agree to these changes out of goodwill.
- 4.3 Unless otherwise agreed, the payments are to be made net within 30 days of the invoice date, provided that the customer has received the goods and the invoice within 10 days of the date which follows the invoice date.

- 4.4 The customer is not entitled to withhold payments or offset them with counterclaims if these do not result from the same contractual relationship and are subject to deficiency. Moreover, offsetting is only permissible with legally determined, recognised or undisputed counterclaims.

V. Reservation of proprietary rights

- 5.1 The delivered goods remain our property until full payment of the purchase price and all claims from the entire business relationship, regardless of which type. Ownership of the property is only transferred once all claims, including all ancillary claims, have been settled. The customer is not entitled to pledge the goods or assign them as security.
- 5.2 If the customer defaults on the payment of a considerable amount of claims arising from the entire business condition, we are entitled to reclaim the reserved goods. The request for release implies a withdrawal from the contract. In such cases, it is not necessary to set a performance period. The assertion of damages remains reserved even in the case of a withdrawal from the contract.
- 5.3 The customer is entitled to resell the goods only in the ordinary course of business and under the condition of a reservation by the customer that the ownership only passes to the customer's purchaser if the latter has completely fulfilled its payment obligations in respect of the reserved goods. The customer hereby assigns to us the claim that results from the resale of the goods in the amount of our final invoice amount, including VAT; the customer is moreover obliged to provide us, upon request, with the name and address of the third party debtors as well as the amounts of the claims. The claim from any resale of our goods may not be assigned to third parties, including banks.
- 5.4 The customer is authorised to collect assigned claims. The collection authorisation expires in the case of a default in payment. In such cases, we are entitled to inform the customers' purchaser of the assignment as well as to collect the claims ourselves. For the assertion of the assigned claims, the customer has to provide the necessary information and to allow the verification of this information. In particular, upon request of a detailed list of the receivables arising from the resale of our goods, the customer has to provide us with the name and address of the purchaser, the amount of the individual claims, the invoice date, etc. as well as to allow access to the customer's business premises for the sake of verification.
- 5.5 If the reserved goods are connected, mixed or processed by the customer to a new item, this occurs for us without our being obliged in this regard. The connection, mixing and processing does not result in the customer acquiring sole ownership in the new product pursuant to Sections 947 et seqq. BGB. Rather, we acquire co-ownership of the new product according to the ratio of the invoice value of our reserved goods to the total value.
- 5.6 The customer undertakes to notify us immediately in the event of seizure, the suspension of payments or the substantial deterioration of its financial circumstances. Garnishers are to be specified, including a statement of their addresses. The customer bears all costs for the revocation of the access of garnishers to our goods as well as for the replacement of the respective goods.
- 5.7 The customer is obliged to ensure any unpaid goods against damage, particularly vandalism, theft, transport damage, fire, water and breakage. The customer agrees to tell us the name of the respective damage insurer and hereby conditionally assigns to us the customer's claim towards the respective insurer for any unpaid goods through the commencement of the insurance case on account of performance.
- 5.8 The customer shall hold the reserved goods for us free of charge; the customer is not entitled to justify a warehouseman's lien.
- 5.9 If, in the case of export deliveries, the above reservation of title pursuant to the law of the country of importation is not effective or needs to be supplemented and/or registered in order to be effective, the customer shall be obliged, as justified, to conclude a security agreement (pursuant to the law of the country of importation) which comes closest to the economic purpose of our purchase price security, as well as to perform the necessary registration.

VI. Obligation to examine and to provide notice of defects, guarantee, liability

- 6.1 **Customer's obligation to examine, provide notice of defects and take precautionary measures**
 - 6.1.1 The customer has to inspect the delivered goods and to provide notification of any apparent defects or quantity deviations (hereafter uniformly: defects) immediately, but no later than within seven days after receipt of the goods. Notification of any unrecognisable defects is also to take place immediately upon discovery, but no later than seven days after they have been discovered. The notice period applies likewise for direct deliveries to third parties designated by the customer; in such cases, the customer also has to ensure a timely notification of any complaints.
 - 6.1.2 If purchasers of the customer provide notifications of defects to the customer, the customer has to forward these complaints to us immediately. The customer undertakes that supplementary performance towards its purchasers or authorised purchasers from the supply chain shall only occur in coordination with us concerning the respective technical and economic measures.

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- 6.1.3 If the customer intends to install, affix or further process the goods which are supplied by us, the customer has to inspect the goods prior to said installing, affixing or further processing. If the customer fails to do so, it acts negligently pursuant to Section 439 para. 3, Sections 442 para. 1 sentence 2 BGB. In such a case, the customer is only entitled to warranty claims if we have deliberately caused or fraudulently concealed the defect or if a guarantee in terms of quality has been accepted.
- 6.1.4 If the customer identifies defects in the goods, the customer undertakes not to resell, process, install or affix the respective goods until an agreement has been reached concerning the settlement of the warranty case or until a judicial or extrajudicial preservation of evidence has been performed. The customer is obliged to provide us with the rejected goods for the purpose of checking whether a warranty claim exists. If the customer culpably refuses to do so, any and all warranty claims are void.
- 6.2 Warranty**
- 6.2.1 In the case of insignificant defects, the customer is not entitled to damages in place of full performance and has no right to withdraw.
- 6.2.2 If the final purchaser in the supply chain is not a consumer and if the customer's purchaser asserts claims for defects, the customer has, in deviation from Section 445a para. 2 BGB, to set a reasonable deadline for supplementary performance before being entitled to assert the other rights described in Section 437 BGB instead of the subsequent fulfilment (right of second delivery). The customer reserves the right to second delivery vis-à-vis the customer's purchaser provided that this purchaser is not a consumer. In cases in which we are entitled to a second delivery, we are entitled and obliged, at our discretion and within a reasonable period, to perform repair or re-deliver (free of charge) up to three times (subsequent performance), as long as the defect occurs within the limitation period and notification thereof is provided immediately upon its being recognised, provided that the cause of the defect was already present at the time of transfer of risk. The customer is required to provide evidence in this regard. If the supplementary performance fails, the customer can withdraw from the contract or reduce the remuneration without prejudice to any claims for damages according to Item 6.
- 6.2.3 If the customer has installed a defective product or attached it to another item pursuant to the product's type and intended use, the following applies:
- a) The customer has to give us the opportunity to remove the defective goods and to install or affix the repaired or newly delivered goods. This does not apply in cases in which the customer's purchaser refuses this procedure (a fact of which the customer has to notify us) or cases in which the customer's purchaser is a consumer.
 - b) If we are obliged to pay for removal and installation costs pursuant to Section 439 para. 3 BGB, we are only responsible for those costs relating to the removal, installation and/or affixing of corresponding goods that are customary in the marketplace and which have been verified by the customer through the submission of appropriate documents. A right by the customer to advanced payment for removal and installation costs or the affixing of identical goods is excluded unless the customer's purchaser is a consumer that requires advanced payment from the customer.
- 6.2.4 Claims for defects expire one year from the date of delivery in accordance with Item 3.3. This does not apply if the law requires longer periods pursuant to Section 439 para. 1 No. 2 BGB (buildings and property for buildings), Section 438 para. 3 BGB (malicious concealment), Section 445 b para. 1 BGB (right of recourse), Section 476 para. 2 BGB (reduction of the limitation period if the end user is a consumer) and Section 634a para. 1 No. 2 BGB (construction defects). The statutory provisions concerning the expiry suspension, suspension and recommencement of the periods remain unaffected thereby.
- 6.2.5 For damages claims due to defects, item 6.3 applies. The customer is not entitled to any warranty claims concerning the regulated claims in items 6.1, 6.2 in conjunction with item 6.3.
- 6.2.6 If the customer is responsible for unjustifiably providing us with a notification of defects, we are entitled to demand that the customer pay us compensation for incurred expenses as well as for other damages.
- 6.3 Liability**
- 6.3.1 Irrespective of the legal grounds, damage claims by the customer, particularly due to a breach of obligations arising from the contractual relationship and from tort, are excluded subject to the following provisions.
- 6.3.2 The exclusion of liability pursuant to Item 6.3.1 does not apply
- to the intentional or grossly negligent breach of duty by either oneself, representatives or vicarious agents,
 - to the breach of essential contractual obligations, with contractual obligations being deemed to be essential if their fulfilment is made possible in the first place by the proper execution of the contract, and upon the compliance of which the customer may regularly rely,
 - if, in the case of a breach of other duties within the meaning of Section 241 para. 2 BGB (obligation to take due consideration), the customer no longer expects our services,
 - in the event of an injury to life, limb or health,
 - pursuant to the Product Liability Act, or
 - pursuant to any other mandatory statutory liability.
- 6.3.3 In the case of liability for a breach of essential contractual obligations as well as initial impossibility and in the case of mandatory liability for legal defects, we are liable (when only slight negligence exists) solely for the contractually typical and predictable average loss. This does not apply in cases of a simultaneous injury to life, limb or health or to product liability cases.
- 6.3.4 Except for cases of injury to life, limb or health, intent, gross negligence or product liability as well as other mandatory statutory liability regulations, our liability is limited in total to the coverage of our public liability insurance, provided that there is coverage in the scope that is usual in the industry.
- 6.3.5 The above exclusions or limitations of liability apply to the same extent in favour of the executive and non-executive employees as well as in the case of liability for our vicarious agents.
- 6.3.6 Claims of the customers for damage compensation can only be asserted within a limitation period of one year from the beginning of the statutory limitation period. Claims for damages due to material defects (Item 6.1) are statute-barred pursuant to Item 6.2.4.
- The above exclusion period and limitation period reduction do not apply if we are liable for intent or gross negligence or for injury to life, body or health, pursuant to the Product Liability Act or other mandatory, statutory facts of liability.
- 6.3.7 If our goods are exported by the customer and processed, as well as in the case of the use of components, installation or attachment abroad, we are not liable for the exportability of the goods, particularly not for obstacles such as export control regulations, embargoes, state approval or import freedom in the export countries of the customer. Compliance with the national regulations of the respective exporting country is subject to the examination and responsibility of the customer.
- 6.3.8 The above exclusions and limitations of liability apply to the same extent for violations of data protection regulations, particularly according to the General Data Protection Regulation (GDPR). This does not apply in cases of a violation of the prohibition on the processing of personal data within the meaning of para. 9 GDPR.
- 6.3.9 A change in the burden of proof to the detriment of the customer is not connected with the regulations in this Item 6.3.
- VII. Acceptance of a guarantee**
- 7.1 In principle, we do not assume any guarantees, including those regarding quality or durability. In particular, quality provisions, performance descriptions and/or product specifications do not contain any statements of guarantee.
- 7.2 Acceptances of guarantee are not made by conclusive behaviour, but rather only by express declaration.
- VIII. Place of performance, jurisdiction, applicable law**
- 8.1 The place of performance and jurisdiction arising from the business relationship with our customer for the delivery and payment is Blumberg.
- 8.2 These GTC as well as all contractual relationships regarding deliveries and services with customers are subject to substantive German law and German procedural law, excluding the conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.