

General Terms and Conditions of Sale

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

Managing Director and Partner: Jochen Metz

registered at the Commercial Register of the Registry Court Freiburg im Breisgau - HRB 611606

I. Scope, form

- 1.1 These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") shall apply to all business relations between METZ CONNECT GmbH, Im Tal 2, 78176 Blumberg (hereinafter referred to as "METZ CONNECT") and its customers ("Customer"; Customer and METZ CONNECT hereinafter each individually also as a "Party" and jointly the "Parties"). The GTCS only apply if the customer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special asset under public law.
- 1.2 These GTCS apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter referred to as "goods") - irrespective of whether METZ CONNECT manufactures the goods itself or purchases them from suppliers (§§ 433, 650 BGB).
- 1.3 Unless otherwise agreed upon, these GTCS shall apply in the version valid at the time of the customer's order, in any case in the version last notified to the customer in text form, as a framework agreement also for similar future contracts, without METZ CONNECT having to refer to the validity of these GTCS again in each individual case.
- 1.4 These GTCS shall apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that METZ CONNECT has expressly consented to their application in written or text form (e.g. letter or e-mail). This consent requirement applies in all cases, e.g. even if METZ CONNECT unconditionally provides the contractual services to the customer in knowledge of the customer's general terms and conditions.
- 1.5 Individual agreements made with the customer in individual cases (including ancillary agreements, supplements, and amendments) take precedence over these GTCS. Subject to proof to the contrary, the content of such agreements shall be governed by a contract or the confirmation of METZ CONNECT in written or text form (e.g. letter or e-mail).
- 1.6 Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal, or reduction) must be made in written or text form (e.g. letter or e-mail). Legal formal requirements and further proof, in particular in case of doubts about the legitimacy of the person making the declaration, remain unaffected.
- 1.7 References to the applicability of statutory provisions shall only have clarifying function. Even without such clarification, the statutory provisions shall apply unless they are directly amended in or expressly excluded by these GTCS.
- 3.3 Unless otherwise agreed in individual cases, payments shall be made within 30 calendar days from the date of the invoice ("Payment Period") to the bank account specified in the invoice.
- 3.4 The customer shall be in default without a reminder if he has not made payments within the payment period. During the period of default, interest shall be charged on the price at the applicable statutory default interest rate. METZ CONNECT reserves the right to assert further damage caused by the default. With respect to merchants, the claim to the commercial due date interest rate (§ 353 HGB) remains unaffected.
- 3.5 If the customer does not fulfil his payment obligation, does not fulfil it properly, does not fulfil it in time, or if circumstances become known which make the creditworthiness of the customer appear doubtful, METZ CONNECT is entitled to make outstanding payments of the customer immediately due. The same applies if the customer's business is no longer conducted in an orderly manner, in particular if seizure is levied against the customer or insolvency proceedings have started in accordance with the German Insolvency Code (Insolvenzordnung). In such a case METZ CONNECT reserves the right to change the terms of payment to prepayment.
- 3.6 A payment is deemed to have been made when METZ CONNECT can dispose of the amount. Any delay in payment on the part of the customer shall end upon receipt of the payment on the account of METZ CONNECT.
- 3.7 The customer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. This does not apply to the customer's rights of retention based on counterclaims of the customer arising from the same contractual relationship. In the event of defects in the delivery, the customer's counter rights, in particular pursuant to clause 7 of these GTCS, shall remain unaffected.
- 3.8 If, after conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that METZ CONNECT's claim to remuneration is jeopardised by the customer's inability to pay, METZ CONNECT is entitled to refuse the delivery in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), METZ CONNECT may declare the withdrawal immediately; the statutory provisions on the dispensability of setting a time limit remain unaffected.

II. Conclusion of contract

- 2.1 Offers made by METZ CONNECT are - unless otherwise specified - always subject to change and non-binding. This also applies if METZ CONNECT has provided the customer with catalogues, technical documentations, such as drawings, plans, calculations, references to DIN standards, other product descriptions, or documents - also in electronic form.
- 2.2 The order of the goods by the customer is deemed a binding offer by the customer to conclude a contract. Unless otherwise stated in the order, METZ CONNECT is entitled to accept the customer's offer within ten (10) working days after receipt of the order ("working days" in the sense of these GTCS are all days from Monday to Friday with the exception of public holidays at the registered office of METZ CONNECT). METZ CONNECT accepts the customer's offer either by confirming the order (e.g. by letter or e-mail) or by providing the contractual services. METZ CONNECT's order confirmation shall be deemed a binding acceptance, unless METZ CONNECT declares otherwise in the order confirmation.
- 2.3 If METZ CONNECT has explicitly sent a binding offer to the customer in an individual case, the customer is entitled to accept METZ CONNECT's offer within the period stated in the offer or, in the absence of an acceptance period stipulated in the offer, within ten (10) working days, unless METZ CONNECT specifies a different offer period in an individual case.
- 2.4 The subject of the contract are the goods listed in the order confirmation.
- 2.5 After order confirmation by METZ CONNECT, changes and additions to the contract requested by the customer are only possible through a separate agreement between the customer and METZ CONNECT.

III. Prices and terms of payment

- 3.1 3.1 Unless otherwise agreed upon in the individual case - e.g. in the offer or the order confirmation of METZ CONNECT - the prices of METZ CONNECT at the time of the conclusion of the contract plus statutory VAT shall apply. Unless otherwise agreed upon, the prices shall apply in each case not including costs for packaging and shipment of the goods, i.e. from the factory of METZ CONNECT (FCA METZ CONNECT Vogelherd 5-7, 78176 Blumberg pursuant to Incoterms 2020).
- 3.2 The customer may also order the packaging and shipping of the goods when placing the order. METZ CONNECT shall indicate the price by request from the customer. Any customs duties, fees, taxes, and other public charges shall be borne by the customer.

IV. Delivery of goods, transfer of risk, acceptance, default of acceptance

- 4.1 Unless otherwise agreed on, the goods shall be delivered from the warehouse of METZ CONNECT (FCA METZ CONNECT Vogelherd 5-7, 78176 Blumberg according to Incoterms 2020), which is also the place of performance (§ 269 para. 1 BGB) for the delivery and any subsequent delivery. At the customer's request and expense, METZ CONNECT shall ship the goods to another destination (sale by delivery to a place other than the place of performance, cf. clause 3.2). Unless otherwise agreed upon, METZ CONNECT is entitled to determine the type of shipment (in particular with regards to transport company, shipping route and packaging). The customer shall be responsible for taking out transport insurance at its own expense.
- 4.2 METZ CONNECT is entitled to make partial deliveries, provided that the customer is not unreasonably disadvantaged thereby.
- 4.3 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon delivery of the goods at the latest. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier, or any other person or institution designated to carry out the shipment. If acceptance has been agreed upon, this shall be the point in time for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply to an agreed upon acceptance. The handover or acceptance shall be deemed equivalent if the customer is in default of acceptance.
- 4.4 If the customer is in default of acceptance, fails to cooperate, or if the delivery of the goods is delayed for other reasons for which the customer is responsible, METZ CONNECT is entitled to claim compensation for the resulting damage (e.g. storage costs). For each commenced week of delay, METZ CONNECT shall be entitled to claim from the customer payment of a lump sum compensation in the amount of 0.5% of the invoice amount (net) of the goods which the customer is in default of accepting. The compensation is limited to a total of 5% of the invoice amount of the goods with the acceptance of which the customer is in default. The possibility of claiming a higher damage with corresponding proof and the statutory claims of METZ CONNECT (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected; the lump-sum compensation shall be credited against METZ CONNECT's claims for damages in excess thereof. The customer is entitled to prove that METZ CONNECT has suffered no damage at all or significantly less damage than the flat-rate compensation.

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V. Delivery dates, delay in delivery, force majeure

- 5.1 Delivery dates and deadlines promised by METZ CONNECT are always approximate and are non-binding for METZ CONNECT as anticipated delivery dates and deadlines, unless a fixed deadline or a fixed date has been expressly promised or agreed upon. Delivery dates and deadlines shall in any case always apply subject to the timely payment of the purchase price (cf. clause 3.3).
- 5.2 METZ CONNECT may - without prejudice to its rights arising from default on the part of the customer - demand from the customer an extension or postponement of agreed upon delivery dates and deadlines by the period during which the customer fails to fulfil its contractual obligations towards METZ CONNECT.
- 5.3 METZ CONNECT shall not be liable in the case of impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures, epidemics, or pandemics) for which METZ CONNECT is not responsible. Insofar as such events make delivery considerably more difficult or impossible for METZ CONNECT and the obstacle is not only of temporary duration, METZ CONNECT is entitled to withdraw from the contract. In the event of obstacles of temporary duration, the delivery dates and deadlines shall be extended or postponed by the period of the obstacle plus a reasonable start-up period.
- 5.4 If METZ CONNECT is unable to comply with binding delivery dates and deadlines for reasons for which METZ CONNECT is not responsible (non-availability of the goods), METZ CONNECT will inform the customer thereof without delay and at the same time notify the customer of the expected new delivery deadline or delivery date. If the goods are also not available within the new delivery period, METZ CONNECT is entitled to withdraw from the contract in whole or in part; METZ CONNECT will immediately refund any consideration already paid by the customer. A case of non-availability of the goods in this sense shall be deemed to be in particular (i) untimely self-delivery by suppliers of METZ CONNECT, if METZ CONNECT has concluded a congruent covering transaction or (ii) if neither METZ CONNECT nor its suppliers are at fault.
- 5.5 The rights of the customer pursuant to clause 7 and 9 of these GTCS and the statutory rights of METZ CONNECT, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

VI. Retention of title

- 6.1 Goods delivered to the customer (goods subject to retention of title) remain the property of METZ CONNECT until all claims to which METZ CONNECT is entitled against the customer now or in the future have been satisfied, including all balance claims from current account.
- 6.2 If the customer breaches the contract - in particular if he is on default of payments - METZ CONNECT has the right to withdraw from the contract after METZ CONNECT has set the customer a reasonable deadline for payment. The customer shall bear the transport costs incurred for taking back the goods. If METZ CONNECT takes back the goods subject to retention of title, this does not in itself constitute a withdrawal from the contract; METZ CONNECT is rather entitled to demand the return of the goods and to reserve the right of withdrawal. METZ CONNECT may sell the goods subject to retention of title taken back by METZ CONNECT. The proceeds of the sale shall be set off against the amounts owed by the customer to METZ CONNECT after METZ CONNECT has deducted a reasonable amount for the costs of the sale.
- 6.3 The customer shall treat the reserved goods with care. He shall insure them adequately at his own expense against fire, water, theft, transport, breakage and vandalism at replacement value. If maintenance and inspection work become necessary, the customer must carry it out in good time at his own expense.
- 6.4 The customer is entitled to use the reserved goods and to resell them in the ordinary course of business as long as he is not on default of payment. However, he may not pledge the reserved goods or assign them by way of security. The customer hereby transfers to METZ CONNECT in full, by way of security, the customer's claims for payment against its customers arising from a resale of the goods subject to retention of title as well as those claims of the customer with respect to the goods subject to retention of title which arise against its customers or third parties for any other legal reason (in particular, claims in tort and for insurance benefits), including all balance claims from the current account. METZ CONNECT accepts this assignment.
- 6.5 The customer may collect the claims transferred to METZ CONNECT for its account in its own name on behalf of METZ CONNECT as long as METZ CONNECT does not revoke this authorisation. This shall not affect METZ CONNECT's right to collect these claims itself; however, METZ CONNECT shall not assert the claims itself and shall not revoke the authorisation to collect if the customer duly meets its payment obligations. However, if the customer acts in breach of contract - in particular, if he is on default of payment of a debt - METZ CONNECT may demand that the customer discloses to METZ CONNECT the assigned claims and the respective debtors, notifies the respective debtors of

the assignment, hands over to METZ CONNECT all documents, and provides all information required by METZ CONNECT to assert the claims.

- 6.6 Any processing or transformation of the reserved goods by the customer is always carried out for METZ CONNECT. If the reserved goods are processed with other items that do not belong to METZ CONNECT, METZ CONNECT acquires co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount incl. VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the new item created by processing as to the goods subject to retention of title.
- 6.7 If the reserved goods are inseparably combined or mixed with other items not belonging to METZ CONNECT, METZ CONNECT acquires co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount incl. VAT) to the other combined or mixed items at the time of combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the customer's item is to be regarded as the main item, the parties agree now that the customer transfers co-ownership of this item to METZ CONNECT on a prorated basis. METZ CONNECT accepts this transfer. The customer shall keep the sole ownership or co-ownership of an item thus created in safe custody for METZ CONNECT.
- 6.8 In the event of seizure of the reserved goods by third parties or in the event of other interventions by third parties, the customer must point out METZ CONNECT's ownership and must immediately notify METZ CONNECT in writing so that METZ CONNECT can enforce its ownership rights. Insofar as the third party is unable to reimburse METZ CONNECT for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable for such costs.
- 6.9 If the customer so requests, METZ CONNECT is obliged to release the securities to which METZ CONNECT is entitled to the extent that their realisable value exceeds the value of METZ CONNECT's outstanding claims against the customer by more than 10%. METZ CONNECT is entitled to select the securities to be released.

VII. Warranty rights of the customer

- 7.1 METZ CONNECT warrants the agreed quality of goods and work performances. Unless expressly agreed upon, METZ CONNECT does not warrant that the goods are suitable for the use intended by the customer.
- 7.2 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including wrong or short deliveries as well as improper assembly/installation or defective assembly instructions), unless otherwise stipulated below. In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier's recourse pursuant to § 478 BGB). Claims from supplier recourse are excluded if the defective goods have been further processed by the customer or another entrepreneur (e.g. by installation in another product).
- 7.3 If the goods or work performance are defective, METZ CONNECT may choose which corrective fulfillment it will undertake by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) or by producing a new work. METZ CONNECT's right to refuse subsequent fulfillment under the statutory conditions remains unaffected.
- 7.4 METZ CONNECT is entitled to withhold subsequent fulfillment owed until the customer pays the overdue purchase price. However, the customer is entitled to retain a part of the payment that is reasonable in relation to the defect.
- 7.5 The customer shall give METZ CONNECT the time and opportunity required for the subsequent fulfillment owed.
- 7.6 METZ CONNECT will reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour, and material costs, in accordance with the statutory provisions if a defect actually exists. Otherwise, METZ CONNECT may demand reimbursement from the customer of the costs incurred as a result of the unjustified request for the rectification of the defect (in particular, inspection and transport costs), unless the lack of defectiveness was not recognizable to the customer.
- 7.7 The customer's warranty rights shall lapse if the customer modifies the goods or has them modified by third parties without METZ CONNECT's consent and if the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of the rectification of defects arising from the modification.
- 7.8 Claims of the customer for damages or reimbursement of futile expenses shall exist in the case of defects only in accordance with clause 9. Otherwise they are excluded.

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VIII. Inspection for incoming goods

- 8.1 The customer's claims due to defects in the goods pursuant to clause 7 presuppose that he has fulfilled his statutory obligations to examine the goods and give notice of defects (§§ 377, 381 HGB). In the case of goods intended for installation or further processing, an inspection must take place immediately in any case before installation or further processing.
 - 8.2 If a defect becomes apparent upon delivery, inspection or at any later time, the customer must notify METZ CONNECT of the defect immediately in writing or in text form. Obvious defects must be notified in writing or in text form in any case within three (3) working days of delivery, defects not apparent on inspection within three (3) working days from discovery of the defect.
 - 8.3 METZ CONNECT's liability is excluded in accordance with the statutory provisions for defects not reported, not reported in due time or not reported in due form, if the customer has failed to carry out the inspection and/or the report of the defect in due time and in due form. This shall also apply to the case of goods intended for installation if the defect only becomes apparent after installation or further processing as a result of a breach of the statutory obligations to inspect and give notice of defects; in this case, the customer shall have no claims for reimbursement of corresponding removal and installation costs.
 - 8.4 If necessary, the parties will make more detailed provisions in a separate quality assurance agreement.
- 11.3 If the customer is domiciled outside the EU or the EEA, the following shall apply: All disputes arising out of or in connection with a contract in which these GTCS are included or concerning its validity shall be settled in accordance with the Rules of Arbitration of the German Institution of Arbitration (DIS) to the exclusion of all state courts. The arbitration tribunal shall consist of one arbitrator. The place of arbitration shall be Stuttgart. The language of the proceedings shall be English. Document production, disclosure, or similar procedures shall not take place in the arbitration proceedings. All documents and other evidence may be submitted in English translations or in German if the original documents are written in German.
 - 11.4 Amendments and supplements to these GTCS, including this provision, must be made in writing within the meaning of § 126 BGB or by digital signature in order to be effective. The digital signature requires the sending of a physically or digitally signed PDF document or the use of digital signature software provided by the Buyer (e.g. DocuSign, Adobe Sign).
 - 11.5 If any provision of these GTCS is or becomes void, invalid, or unenforceable in whole or in part, or if a provision that is necessary in itself is not included, the validity and enforceability of all other provisions of these GTCS shall not be affected. In place of the void, invalid, or unenforceable provision or in order to fill the loophole, a legally permissible provision shall apply which corresponds as much as possible to what the parties intended or would have agreed to in accordance with the meaning and purpose of these GTCS as if they had recognised the invalidity or the loophole. It is the express intention of the parties that this severability clause does not result in a mere reversal of the burden of proof, but that § 139 BGB is waived altogether.
 - 11.6 The customer is not entitled to transfer and/or assign rights and obligations arising from the contractual relationships binding the parties to third parties without the prior written consent of METZ CONNECT. This prohibition of assignment does not apply to monetary claims.

IX. Liability

- 9.1 METZ CONNECT shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions, unless otherwise provided for in these GTCS including the following provisions.
- 9.2 METZ CONNECT shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence.
- 9.3 Subject to statutory limitations of liability (e.g. diligence in own affairs; insignificant breach of duty), METZ CONNECT shall only be liable in cases of simple negligence
 - a) for damages arising from injury to life, limb, or health,
 - b) for damages arising from the breach of a significant contractual obligation (i.e. the fulfillment of such an obligation is a prerequisite for the proper performance of the contract and the customer can and may regularly rely on the fulfillment of the obligation); in this case, however, METZ CONNECT's liability shall be limited to compensation for the foreseeable, typically occurring damage.
- 9.4 The limitations of liability in clauses 9.2 and 9.3 also apply to breaches of duty by or in favour of persons whose fault METZ CONNECT is responsible for according to statutory provisions. They shall not apply insofar as METZ CONNECT has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods and for claims of the customer under the Product Liability Act.
- 9.5 The customer may only withdraw from the contract due to a breach of duty which does not consist of a defect if METZ CONNECT is responsible for the breach of duty. In all other cases, the statutory requirements and legal consequences shall apply to the withdrawal.

X. Limitation period

- 10.1 Except in the cases of § 438 para. 1 no. 2 BGB, the warranty period shall be 12 months from delivery. If acceptance has been agreed upon, the limitation period shall commence upon acceptance.
- 10.2 If the goods are a building or an object that has been used for a building in accordance with its customary use and has caused its defectiveness, the statutory limitation period is five (5) years from delivery (§ 438 para. 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular §§ 438 para. 1 no. 1, 476 para. 2, §§ 444, 445b BGB) also remain unaffected.
- 10.3 The limitation periods according to this clause 10 shall also apply to contractual and non-contractual claims for damages by the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. Claims for damages of the customer according to clauses 9.2 and 9.3.9a) as well as under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

XI. Final provisions

- 11.1 These GTCS and the contractual relationship between METZ CONNECT and the customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, and excluding private international law.
- 11.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship is the registered office of METZ CONNECT. METZ CONNECT is, however, also entitled to bring an action at the customer's general place of jurisdiction.