

As of August 2021

General Terms and Conditions of Purchase (GTCP) of Metawell GmbH

1. Scope

1. These GTCP of Metawell GmbH shall apply exclusively to natural or legal persons or partnerships with legal capacity who, when concluding the legal transaction, are acting in the exercise of their commercial or independent professional activity (entrepreneurs within the meaning of § 14 of the German Civil Code (BGB)).
2. We order goods, services or works from entrepreneurs exclusively on the basis of these GTCP. They shall also apply to all future orders placed with a supplier without us having to refer to them again in each individual case; the current version of the GTCP can be found at www.metawell.com/aeb. Deviating terms and conditions of the supplier which we do not expressly recognise shall not become part of the contract, even if we do not expressly object to them. If we accept the delivery or service without reservation, this shall in no case be deemed to be an acknowledgement or consent to deviating terms and conditions.

2. Order

1. Our offer to conclude a contract (order) is only binding for us if we submit it in writing, i.e. in writing within the meaning of § 126 BGB or in text form within the meaning of § 126b BGB, i.e. e.g. by letter, e-mail or fax. Legal formal requirements and the requirement of further evidence remain unaffected. In particular, oral agreements or agreements made by telephone are only binding if they have been confirmed by us in writing or in text form. The same applies to changes and additions to orders.
2. We shall be bound by our order for two weeks from the date of submission of the order, unless expressly agreed otherwise. The contract shall be concluded by acceptance of our order. The supplier is obliged to confirm the order in writing within a period of one (1) week or to execute it immediately and without reservation.

3. Prices, invoices, terms of payment, assignment, set-off

1. Unless otherwise agreed between the parties, the following shall apply: The price stated by us in the order shall be binding and apply free domicile (DAP *place of destination* in accordance with INCOTERMS 2020) to the place stated in the order. The respective place of destination is also the place of performance (obligation to provide). All ancillary costs, such as delivery costs, packaging costs, transport insurance costs, are included in the price. The price does not include the statutory value added tax applicable at the time.
2. Invoices are to be submitted to us by email; they must state our respective order number (cf. clause 4.1.) and material number.
3. Unless otherwise agreed in writing in individual cases, payment shall be made within 14 days less 3% discount or within 30 days net. The payment period shall commence on the date of receipt of the invoice at the invoice address specified by us, but not before receipt of the goods.
4. In the case of payment by bank transfer, the payment obligation shall be deemed to have been fulfilled in due time when the transfer order has been forwarded to our bank.
5. Payments do not imply recognition of the delivery or service as being in accordance with the contract. In the event of defective or incomplete delivery or performance, we shall be entitled, without prejudice to our other rights, to withhold payments on claims arising from the business relationship to a reasonable extent until proper performance.
6. Any assignment of the claim against us arising from the order as well as the whole or partial fulfilment of the order by subcontractors is only permissible with our written consent. § 354 a of the German Commercial Code (HGB) remains unaffected.
7. The supplier may only set off such claims which are undisputed or have been legally established. This shall not apply insofar as the claims are reciprocal.

4. Delivery, delivery time, default

1. The shipping address, the order and material number as well as the number of the order confirmation specified by us shall be stated in all letters, delivery notes, consignment notes, accompanying notes of the goods, parcel addresses, invoices etc. In the case of delivery of chemicals or hazardous goods, the relevant DIN safety data sheets must be enclosed with the order confirmation or, at the latest, with the delivery. If the goods are delivered to our goods receiving department, a delivery note must be enclosed with the consignment.
2. In the case of devices, a technical description and instructions for use as well as, if applicable, further documents to enable use shall be supplied free of charge. In the case of software products, the obligation to deliver shall only be fulfilled when the complete (system and user) documentation has been handed over. In the case of programmes specially created for us, the programme must also be delivered in the source format when it is handed over.
3. The supplier is only entitled to make partial deliveries/perform partial services with our prior consent in text form.
4. The supplier shall be responsible for ensuring that the goods are packed in a manner suitable for transport and loaded safely for transport. If we have specified a certain packaging in the order, the supplier shall be responsible for compliance with these specifications.
5. The return of the packaging requires a special agreement. In the event that a return has been agreed, the place of performance for the return of the packaging shall be our registered office. At our request, the supplier is obliged to take back the packaging free of charge. The supplier shall bear the costs of return transport and recycling.

Individual and outer packaging that is not absolutely necessary as well as plastic packaging must be avoided.

6. The agreed delivery periods for the deliveries and services are binding. If delays are to be expected or have occurred, the supplier must notify us immediately in text form.

7. If the supplier is in default, we shall be entitled to the statutory claims. If the supplier does not deliver or perform within a period of grace set by us after the due date, we shall also be entitled to withdraw from the contract. We shall also have this right of withdrawal if the supplier is not responsible for the breach of duty. The additional costs and damages incurred by us as a result of the delay, in particular due to the resulting need to procure the respective contractual item elsewhere, shall be borne by the supplier.

8. We reserve the right to demand an agreed contractual penalty due to improper performance (§ 341 BGB) until final payment.

5. Import and export regulations, customs

1. In the case of deliveries and services from a country outside Germany that is a member of the EU, the EU VAT identification number must be stated.

2. Imported goods must be delivered duty paid. The supplier is obliged to provide the required declarations and information within the framework of the relevant EC regulations at his own expense, to permit inspections by the customs authorities and to provide the required official confirmations.

3. The supplier is obliged to inform us in detail and in writing, free of charge, about any licensing requirements for (re-)exports in accordance with German, European and US export and customs regulations as well as export and customs regulations of the respective country of origin of the goods and services.

6. Safety, environmental protection

1. Deliveries and services must comply with the statutory provisions, in particular the safety and environmental protection provisions including the Ordinance on Hazardous Substances, the Electrical and Electronic Equipment Act (ElektroG) and the safety recommendations of the competent German technical bodies or associations, e.g. VDE, VDI, DIN. Relevant certificates, test certificates and supporting documents shall be supplied free of charge. In case of its deliveries the supplier shall comply with the relevant statutory regulations of the European Union and the Federal Republic of Germany, e.g. the REACH Regulation (Regulation EC No. 1907/2006). At our request, the supplier is obliged to provide evidence of compliance with the provisions of clause 6.1 of these GTCP at its own expense.

2. The supplier is obliged to determine and comply with the current status of the directives and laws applicable to the components with regard to substance restrictions. The supplier is also obliged not to use prohibited substances. Dangerous and hazardous substances according to the applicable laws and directives must be indicated on the specifications. We are to be informed immediately of any infringements of substance restrictions and the supply of prohibited substances.

3. In the case of deliveries and the provision of services, the supplier is solely responsible for compliance with the accident prevention regulations. Any protective devices required in accordance with these regulations as well as any instructions of the manufacturer shall be supplied free of charge.

4. If the supplier provides deliveries or services on our premises, he shall also be obliged to comply with our instructions on safety, environmental protection and fire protection for external persons as amended. We shall make these available to the supplier.

7. Transfer of risk, acceptance, ownership rights

1. Unless otherwise agreed, the risk in delivery shall pass to us upon receipt at the delivery address specified by us (DAP *place of destination* in accordance with INCOTERMS 2020). If, in individual cases, installation or assembly is contractually owed in addition to delivery, the risk shall pass to us upon successful completion of our acceptance. Formal acceptance shall be deemed to have been agreed; commissioning or use shall not replace our declaration of acceptance.

2. Any simple retention of title with regard to unprocessed goods shall be recognised by us. The ownership of the delivered goods shall pass to us upon payment. Any extended or expanded retention of title is excluded.

8. Obligation of examination and notification of defects

1. An incoming goods inspection shall take place with regard to obvious defects. Insofar as acceptance has been agreed, there is no obligation of examination. We notify hidden defects as soon as they are discovered in the ordinary course of business.

2. A notification of defects shall be deemed to have been made in good time if it is received by the supplier within a reasonable period of time, as a rule within two weeks, in the case of obvious defects beginning with the delivery of the goods, in the case of hidden defects beginning with their discovery.

9. Warranty

1. The warranty shall be governed by the statutory provisions unless otherwise stipulated below.

2. During the period in which the goods are not in our custody as a result of a request for rectification of defects, the supplier shall bear the risk of accidental destruction and accidental deterioration.

3. If the supplier does not fulfil his obligation of subsequent performance within a reasonable period of time set by us, we may take the necessary measures ourselves or have them taken by third parties at his expense and risk. In urgent cases (in particular in the event of a risk to operational safety, to avert exceptionally high damage or to avoid our own delay in delivery)

and to remedy minor defects, we may, after prior notification of the defect and after setting a reasonable period of grace or after appropriate consultation with the supplier, carry out the subsequent performance ourselves in the form of remedying the defect at the supplier's expense or have it carried out by a third party.

4. Notwithstanding § 442 (1) sentence 2 BGB, we shall also be entitled to unlimited claims for defects if the defect remained unknown at the time of conclusion of the contract due to gross negligence.

5. The costs incurred by the supplier for the purpose of inspection and rectification (including any removal and installation costs) shall be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; however, we shall only be liable in this respect if we recognised or failed to recognise through gross negligence that there was no defect.

6. If the supplier fulfils its obligation of subsequent performance by means of a replacement delivery, the limitation period shall start again for the goods delivered as a replacement after their delivery, unless the supplier has expressly and appropriately reserved the right at the time of subsequent performance to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.

7. The limitation period for our claims arising from material defects and defects of title is 3 years from the transfer of risk in accordance with clause 7.1.

10. Assurances

1. If the supplier has to deliver or perform in accordance with our plans, drawings or other special requirements, the conformity of the delivery or performance with the requirements shall be deemed expressly assured.

2. In the event of the absence of assured characteristics, we may, at our discretion, withdraw from the contract or reduce the remuneration and in each case claim additional damages.

11. Repeated deficiencies in performance

If essentially the same or similar goods deliveries or services are repeatedly provided by the same supplier in a defective or delayed manner, we reserve the right to withdraw from the contract in this case after prior written warning, also for such deliveries and services which the supplier is still obliged to provide to us in the future under this or another contractual relationship.

12. Force Majeure

1. We shall not be liable for any non-fulfilment of our contractual obligations caused by force majeure events. Furthermore, we shall be released from our obligation to take delivery in whole or in part and shall be entitled to withdraw from the contract insofar as the acceptance of performance is unreasonable for us due to force majeure or the delay caused thereby.

2. Force majeure shall be deemed to be all circumstances independent of our will and influence, in particular operational disruptions of all kinds, fire, natural disasters, epidemics, pandemics, weather, floods, government measures, decisions by authorities, blockades, war and other military conflicts, mobilisation, civil unrest, terrorist attacks, strikes, lock-outs and other industrial unrest (including at suppliers), seizure, embargo or other circumstances which are unforeseeable, serious and for which we are not responsible and which occur after conclusion of the contract.

3. We shall notify the supplier of the beginning and end of the impediment in writing without delay.

13. Technical documents, tools, means of production

1. Any technical documents, tools, mark sheets, means of production, data, etc. provided by us shall remain our property; all trademark rights, copyrights and other industrial property rights shall remain with us. They shall be returned to us, including all duplicates made, immediately after execution of the order or upon request without being asked; in this respect, the supplier is not authorised to assert a right of retention. The supplier may only use the aforementioned items for the execution of the order and may not hand them over or otherwise make them accessible to unauthorised third parties. Duplication of the said items is only permitted to the extent that it is necessary for the execution of the order.

2. The supplier is obliged to care for and maintain the aforementioned items free of charge and to repair normal wear and tear. If a sub-supplier is commissioned with the manufacture of tools and samples for the execution of our order, the claims against the sub-supplier for transfer of ownership of the tools and samples shall be assigned to us.

3. Any technical documentation, documents, drawings, diagrams, schematics, graphics, photographs, layout templates and other documentation produced by the supplier within the scope of the execution of the order – whether on data carriers, in printed form or as material for print preparation or printing – as well as all samples, tools, materials and other operating resources shall become our property upon being made available. Furthermore, we shall receive all ownership, usage and exploitation rights to all aforementioned copyrightable works to the extent

permitted by law. No separate remuneration is owed by us for the transfer of the above rights; it is included in full in the prices stated in the orders.

14. Industrial property rights

1. The supplier guarantees that the delivery and contractual use of the goods or services do not infringe any trademarks, patents, licences or other industrial property rights or applications for industrial property rights of third parties which are outstanding at the time of acceptance. This will not be checked by us.

2. The supplier undertakes to inform us without delay of any alleged cases of infringement or risks of infringement of which he becomes aware.

3. If the use of the services provided by the supplier is prohibited by a court decision or if, in the opinion of one of the parties, there is a threat of legal action for infringement of industrial property rights, the supplier shall take remedial action unless it is not responsible for the infringement. This remedy may consist of the supplier procuring the rights in dispute for us or modifying or newly performing its contractual services in such a way that no property rights are infringed any more. If a remedy is not provided or remains unsuccessful, we shall be entitled to withdraw from the contract. If claims are asserted against us by third parties because the supplier has culpably infringed a statutory property right of a third party through its delivery/service, the supplier undertakes to indemnify us upon first request against these claims and all necessary expenses incurred by us in connection with the claim by the third party and its defence. We shall not acknowledge the claims of the third party and/or conclude agreements with the third party in this respect without the written consent of the supplier. The limitation period for these indemnification claims is 3 years from the transfer of risk.

4. The provision of clause 14.3. shall not apply insofar as the supplier has manufactured the goods or services according to drawings, models or other descriptions or information equivalent to these provided by us and could not recognise that he would infringe industrial property rights with the products developed.

15. Indemnification, recourse, product liability

1. In the event that claims are asserted against us on the basis of product liability, the supplier shall be obliged to indemnify us against such claims insofar as the damage was caused by a defect in the goods delivered by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's responsibilities, he must prove that he is not at fault.

2. Within the scope of his obligation to indemnify, the supplier shall bear all costs and expenses arising from or in connection with a third party claim, including recall actions carried out by us. Prior to a recall action, we shall inform the supplier, offer him sufficient involvement and exchange information with him on an efficient implementation; this shall not be necessary if the information or involvement of the supplier is not possible due to special urgency.

3. The supplier shall indemnify us against all claims made against us by third parties – irrespective of the legal grounds – due to a material or legal defect or any other defect in a product supplied by the supplier, and shall reimburse us for the necessary costs of our legal action in this regard.

16. Insurance

The supplier is obliged to be insured to the extent reasonably requested by us, but in any case with reasonable sums insured acceptable to us. The supplier shall in particular ensure insurance cover for the risks possibly arising from the products or possibly arising in connection with the purchase contract. Upon request, the supplier shall immediately provide us with a confirmation of the insurance showing the sum insured, the insurance number and the expiry date.

17. Minimum wage

1. The supplier warrants that all workers employed by him shall be paid at least in accordance with the provisions of §§ 1, 2 and 20 of the Minimum Wage Act (Mindestlohngesetz) as well as other legal provisions and collective agreements, compliance with which we are liable pursuant to § 14 of the Posted Workers Act (Arbeitnehmerentsendegesetz) and/or other comparable provisions.

2. The supplier is obliged to pay the employees employed by it for the performance of the commissioned services in accordance with the underlying contract at least the minimum wage in accordance with the Minimum Wage Act. We may request written proof of payment of the minimum wage from the supplier at any time during the term of the commissioned services; in this case, the supplier is obliged to provide us with written proof without delay, but no later than within three working days of receipt of the request.

3. The supplier shall indemnify us upon first request against all claims asserted in the event of a violation of the provisions of the Minimum Wage Act by the supplier or its subcontractors. Notwithstanding any other rights of termination and withdrawal, we shall be entitled to withdraw from the contract with immediate effect or to terminate the contract if the supplier and/or its subcontractors culpably violate the above provisions or the Minimum Wage Act. The supplier is obliged to compensate us for the damage incurred as a result of the withdrawal or termination. Claims of the supplier due to non-fulfilment are excluded. In all other respects, the consequences of withdrawal and termination shall be governed by the statutory provisions.

18. Confidentiality, rights to products

1. All business, commercial or technical documents, information and data, in particular personal data, in connection with this business relationship or other knowledge or experience of which the supplier becomes aware in the course of the business relationship must be kept secret from third parties, treated in strict confidence and secured against unauthorised access by third parties by means of appropriate confidentiality measures. It may only be made available in the supplier's own company to those persons who must necessarily be involved in its use and who have also been obliged in writing to maintain secrecy. They remain our exclusive property. Such information may not be used, reproduced or commercially exploited – except for the purposes of this contractual relationship – without our prior express consent. The supplier undertakes to treat all knowledge, information and data acquired within the scope of this contractual relationship as confidential even after the end of the contract.

2. This obligation to maintain secrecy does not apply if information, secrets or know-how are generally known or become or were generally known through no fault of the supplier or were already known to the supplier prior to the conclusion of this contract or must be disclosed to an authority or other authorised third party at their request.

3. The supplier may neither use nor disclose or offer to third parties products, which the supplier has manufactured especially for us according to documents designed or provided by us, such as drawings, models or other know-how carriers, or according to our confidential information or with work equipment designed or provided by us, without our prior written consent.

4. We reserve all rights to information pursuant to clause 18.1 (including copyrights and the right to apply for industrial property rights such as patents, utility models, etc.) Insofar as information pursuant to clause 18.1 has been made accessible by third parties, this reservation of rights shall also apply in favour of these third parties.

19. Data Protection

1. We are entitled to process personal data to the extent necessary for the performance of the contract. These are processed in accordance with the provisions of data protection law (e.g. GDPR, BDSG), namely within the scope of contract performance (Art. 6 para. 1 sentence 1 lit. b) 1st alt. GDPR), for the implementation of pre-contractual measures (art. 6 para. 1 sentence 1 lit. b) 2nd. alt. GDPR), to fulfil a legal obligation (art. 6 para. 1 sentence 1 lit. c) GDPR) or to safeguard legitimate interests (Art. 6 para. 1 sentence 1 lit. f) GDPR).

2. In order to fulfil our information obligations towards suppliers, you can find our information letter at www.metawell.com/lieferanteninformation.

3. The supplier is obliged to observe the legal and operational provisions relating to data protection. The supplier shall impose a corresponding obligation on the employees and vicarious agents who come into contact with the contractually owed service and shall hand over the record of this obligation to us on request. Insofar as personal data is processed or used on behalf of the Supplier, the parties shall immediately conclude a data protection agreement in accordance with the relevant data protection provisions, in particular Art. 28 GDPR.

4. The supplier warrants that he will comply with the provisions and agreements under data protection law and that he will not violate the rights of data subjects arising from the provisions under data protection law.

5. If a claim is made against us by a data subject for this reason, the supplier shall be obliged to indemnify us against these claims and all expenses incurred by us as a result of or in connection with the claim, insofar as the supplier is responsible for the infringement.

20. Code of Conduct

We attach great importance to conduct with integrity. In our view, this means above all to comply with the applicable laws in one's actions and, in addition, to follow the internal standards and instructions for conduct. The current version of our Code of Conduct can be found at www.metawell.com/verhaltenskodex. The supplier is required to fulfil the requirements formulated there and to transfer them to the rest of the supply chain.

21. Quality assurance agreement

Insofar as we have concluded a quality assurance agreement with the supplier, the contents of the regulations therein shall supplement these GTCP.

In the event of contradictions between (1) the order, (2) the quality assurance agreement and (3) these terms and conditions of purchase, the documents shall apply in the aforementioned order.

22. Applicable law

The contract is subject to German law. The provisions of the Vienna UN Convention on the International Sale of Goods (CISG) shall not apply.

23. Place of performance and place of jurisdiction

1. The place of performance for the delivery obligation is our receiving plant named on the order, for all other obligations of both parties it is our place of business.

2. The place of jurisdiction shall be Neuburg/Danube if the supplier is a merchant, a legal entity under public law or a special fund under public law. German law shall apply exclusively.