

## **General Conditions of Sale of Werner Metzger GmbH**

### **1. Scope**

1. These General Conditions of Sale shall apply only vis-à-vis entrepreneurs acting in the exercise of their commercial or self-employed professional activity and vis-à-vis legal entities under public law. They shall apply to any and all business relations between Werner Metzger GmbH (hereinafter referred to as "METZGER") and the customer, even if not mentioned in subsequent contracts. They shall apply accordingly to work performances and services. In case of work performance, taking of the delivered products shall be replaced by acceptance of work, and in case of services by receipt of the service.
2. Any terms and conditions of the customer conflicting with, in addition to, or deviating from these General Conditions of Sale shall not form subject matter of the contract unless METZGER has consented to their applicability in writing. These General Conditions of Sale shall also apply in case METZGER unconditionally effects delivery to the customer, having knowledge of its conflicting, additional, or deviating terms and conditions.
3. Any agreements between METZGER and the customer made in addition to or deviating from these General Conditions of Sale and entered into for the purpose of performing a contract shall be laid down in writing. This shall apply accordingly for the waiver of this written form requirement.
4. Rights exceeding these General Conditions of Sale that METZGER is entitled to pursuant to statutory provisions or other agreements remain unaffected.

### **2. Conclusion of Contract**

1. Offers quoted by METZGER are subject to change and nonbinding.
2. Illustrations, drawings, specifications as to weight, dimensions, performance and consumption as well as any other descriptions of the products contained in the

documents pertaining to the offer shall only be approximate unless expressly specified as binding. They constitute neither an agreement nor a guarantee as to the characteristics or durability of the products unless they have been expressly agreed as such in writing. The customer's expectations with regard to the products or their use also do not constitute an agreement or guarantee.

3. METZGER reserves all rights of ownership, copyrights and any other property rights to all offer documents, in particular to illustrations, drawings, calculations, brochures, catalogues and tools. Such documents must not be made available to third parties. At the request of METZGER, the customer shall immediately surrender all offer documents to METZGER if they are no longer required in the ordinary course of business. The same applies in particular to all other documents, drafts, samples and models.
4. Orders are not binding until they have been confirmed by METZGER in a written order confirmation within two weeks or until METZGER performs the order, in particular by sending the ordered products. Any order confirmation processed by use of automatic appliances and lacking signature and name is considered a written order confirmation. To the extent the order confirmation contains obvious errors, misspellings or miscalculations, METZGER shall not be bound to it.
5. Silence of METZGER as to offers, orders, requests or other declarations of the customer shall be deemed consent only if there is a prior written agreement to that effect.
6. If the financial circumstances of the customer deteriorate significantly or if a substantiated application for the opening of insolvency or comparable proceedings over the customer's assets is rejected due to lack of assets, METZGER may rescind the contract in whole or in part.

### **3. Scope of Delivery**

1. The written order confirmation of METZGER is authoritative for the scope of delivery. Changes to the scope of delivery by the customer require the written confirmation of METZGER to be effective. The products are subject to modifications in construction and form to the extent such modifications are customary in trade or lie within the DIN tolerances or are insignificant and reasonable to the customer. The same applies accordingly to the choice of materials, the specification and the construction type.

2. Delivery in parts is permissible, unless delivery in parts is not reasonable for the customer, taking into account the interests of METZGER.
3. Insofar as returnable deposit items form part of the delivery, the customer may return such items to METZGER only within 12 months from the respective delivery, provided that METZGER has informed the customer prior to the order of the discontinuation of the product group relating to the deposit items. After expiry of the period stated in sentence 1, METZGER shall be entitled to refuse acceptance of the relevant deposit items and/or repayment of the deposit to the customer.

#### **4. Delivery Time and Transport**

1. Delivery times (delivery periods and dates) must be agreed in writing and are non-binding unless specified by METZGER as binding in advance in writing.
2. The delivery time begins with the conclusion of the contract, however not before the customer has provided all documents, permits and approvals to be provided by it, all technical matters have been clarified, and an agreed down-payment has been received, respectively in case of international transactions not before payment has been received in full. In case of delivery dates, the delivery date shall be postponed accordingly in a reasonable manner provided that such delay is due to the customer's failure to timely provide the documents or permits to be provided by it, to timely grant approvals, to timely and fully clarify all technical matters, or to timely make the agreed down-payment, respectively in case of international transactions the full payment, available to METZGER. Compliance with the delivery time presupposes the due and timely fulfilment of all other obligations of the customer..
3. The delivery time shall be deemed met if, by the end of the agreed delivery period, the products have left the registered office of METZGER or METZGER has notified the customer of readiness for collection or shipment. Responsibility for the transport of the products to the place of destination lies exclusively with the customer; this applies in particular to transport delays insofar as these have not been culpably caused by METZGER. All delivery times are subject to due, in particular timely, self-supply of METZGER unless METZGER is responsible for the reason giving rise to the undue self-supply. In the event of undue self-supply, METZGER shall be entitled to rescind the contract. METZGER shall promptly inform the customer

if it exercises its right of rescission and shall return any performances made by the customer.

4. In case of delay in delivery, the customer is entitled to rescind the contract after the unsuccessful expiry of a reasonable grace period which the customer has set METZGER after commencement of the delay in delivery.
5. If METZGER has agreed with the customer on the transport of the products to the place of destination, the choice of the transport route and the method of shipment shall be at METZGER's reasonable discretion, unless otherwise agreed in writing. METZGER shall transport the products uninsured unless otherwise agreed in writing. The costs of transport and any costs for transport insurance shall be invoiced separately to the customer by METZGER.
6. If METZGER and the customer have entered into a framework contract on future deliveries with fixed delivery periods and dates and the customer fails to call the products in due time, METZGER shall be entitled, after the unsuccessful expiry of a reasonable grace period set by METZGER, to deliver and invoice the products, to rescind the contract, or to claim damages or reimbursement of expenses. The obligation to pay damages or reimbursement of expenses shall not apply if the customer is not responsible for the failure to call the products in due time.

## **5. Delivery of Software**

1. Insofar as METZGER provides the customer with standard software as part of or in connection with a delivery of the associated hardware for use for a limited or unlimited period of time (hereinafter referred to as "Software"), the following provisions shall apply to the entire delivery and insofar as a breach of duty or defect in performance has its cause in the Software. In all other respects, the further provisions of these General Conditions of Sale shall apply to the hardware. Unless separately agreed, METZGER does not assume any obligation to provide services.
2. The Software has the agreed quality at the time of the passing of risk and is suitable for the contractually presumed use or, in the absence of an agreement, for normal use. It satisfies the criterion of practical suitability and has the quality customary for software of this type; however, it is not error-free. A functional impairment of the program resulting from hardware defects, environmental conditions, incorrect operation or the like is not a defect. An insignificant reduction in quality shall not be taken into account.

3. The Software is legally protected. Copyrights, patent rights, trademark rights and all other industrial property rights to the Software as well as to other objects which METZGER makes available or makes accessible to the customer within the scope of contract initiation and performance shall be the exclusive property of METZGER in the relationship between the contracting parties. Insofar as third parties are entitled to the rights, METZGER shall have corresponding rights of exploitation.
4. METZGER grants the customer the non-exclusive right to use the Software. Unless otherwise agreed, the right of use shall apply in the country of the place of delivery of the hardware. The customer acquires the same rights to modified, extended or newly created software as to the standard software.
5. The right of use shall be limited to the agreed period of time; in the absence of such an agreement, the right of use shall be unlimited in time. If the right of use is granted for a limited period of time, the following provisions shall apply in addition: The customer may only use the Software with the hardware named in the contractual documents (e.g. the software product note), or, in the absence of such naming, with the associated hardware delivered together with the Software. The use of the Software with another device requires the express written consent of METZGER and, in the event of the use of the Software with a more powerful device, shall result in METZGER's claim to appropriate additional remuneration; this shall not apply insofar and for as long as the customer temporarily uses the Software with a replacement device to the agreed extent due to a defect of the agreed device.
6. For Software for which METZGER only has a derivative right of use and which is not open source software (third-party software), the terms of use agreed between METZGER and its licensor shall apply in addition to and take precedence over the provisions of this Section 5, insofar as they concern the customer (such as an End User License Agreement). METZGER shall draw the customer's attention to these terms of use and make them accessible upon request.
7. For open source software, the terms of use to which the open source software is subject shall take precedence over the provisions of this Section 5. METZGER will only surrender or make available the source code to the customer to the extent required by the terms of use of the open source software. METZGER will inform the customer of the existence and the terms of use of any open source software provided and make such terms of use accessible to the customer or, where required by the terms of use, provide them.
8. In order to use the Software on several devices or simultaneously at several workstations, the customer requires a right of use to be agreed separately. The same

applies to the use of the Software in networks, even if no duplication of the Software takes place.

9. The customer may make the backup copies of the programs required for safe operation. The backup copies must be kept safe and, as far as technically possible, provided with the copyright notice of the original data carrier or the online version of the Software. Copyright notices, trademarks and product markings may not be deleted, altered or suppressed. Copies that are no longer required must be deleted or destroyed. The user manual and other documents provided by METZGER may only be copied for internal purposes.
10. The customer may only decompile the interface information of the programs within the limits of Section 69e of the German Copyright Act (UrhG) and only after it has informed METZGER in writing of its intention and has requested the provision of the necessary interface information with a notice period of at least two weeks.

## **6. Cross-border Deliveries**

1. The customer undertakes to comply with all applicable provisions of export and foreign trade law of the Federal Republic of Germany, the European Union and the United States of America, as well as all other applicable national and international export control regulations and foreign trade laws.
2. The conclusion of the contract is subject to the condition that the delivery of the products (including the Software), by reason of their content and the natural persons and companies directly or indirectly involved therein, is permitted in accordance with all provisions referred to in Section 1.
3. In the case of cross-border deliveries, the customer shall, in due time, submit all declarations required for export from Germany and import into the country of destination to the competent authorities and take all necessary actions, in particular to obtain the documents required for customs clearance and to comply with any export control requirements or other restrictions on marketability.
4. All deliveries are subject to the condition that there are no obstacles to performance arising from national or international regulations, in particular export control regulations, embargoes or other sanctions.
5. Delays due to export controls shall extend delivery times accordingly; delivery dates shall be postponed in an appropriate manner. In the case of deliveries subject

to approval, METZGER shall be entitled to delay performance until an export licence has been granted and evidenced to METZGER by the customer, or to withdraw from the contract. METZGER's liability for delayed performance or non-performance shall be excluded in such cases.

6. The customer undertakes not to use, offer for sale or sell any products delivered by METZGER (including the Software), parts of such products and/or technologies used by METZGER for use in weapons and/or weapon systems.
7. If the customer breaches an obligation under this Section 6 and/or if a business transaction is prohibited in whole or in part, METZGER shall be entitled to withdraw from this contract in whole or in part for good cause without observing a notice period. Any claims of METZGER against the customer shall remain unaffected.

## **7. Prices and Payment**

1. Unless otherwise agreed, all prices apply ex works METZGER and do not include shipping and packaging costs, insurance, statutory taxes, customs duties or other levies. Any costs incurred in this respect, in particular the costs for packaging and transport of the products, shall be invoiced separately to the customer by METZGER. Statutory value added tax shall be shown separately on the invoice at the statutory rate applicable on the date of invoicing.
2. Orders for which fixed prices have not been expressly agreed and for which the delivery time is set for a date at least three months after the conclusion of the contract shall be invoiced at the list prices of METZGER applicable on the date of delivery. The entry of the list price applicable on the date of the order in an order form or order confirmation shall not constitute an agreement on a fixed price. In the event of price increases exceeding 5%, the customer shall be entitled to rescind the contract to that extent. At the request of METZGER, the customer shall promptly declare whether it will exercise its right of rescission.
3. Unless otherwise agreed, the delivery price shall be payable net within 14 days from the date of the invoice. In particular, any deduction of cash discount requires a separate written agreement between METZGER and the customer. The day of payment shall be deemed to be the day on which METZGER is finally able to dispose of the delivery price. In the event of default in payment, the customer shall

pay default interest at a rate of 9 percentage points above the respective base interest rate per annum. Any further claims of METZGER shall remain unaffected.

4. In the case of international transactions, payment shall, deviating from paragraph 3, be made prior to delivery unless otherwise agreed in writing in advance.
5. The customer agrees to the electronic transmission of invoices by METZGER.
6. If the customer is in default of payment of an invoice for more than eight weeks despite a payment reminder by METZGER, or if an application is filed for the opening of insolvency proceedings or other debt restructuring proceedings over the customer's assets, all payment claims of METZGER arising from deliveries already made shall become due immediately. In the cases referred to in sentence 1, any further deliveries by METZGER shall be made only against advance payment by the customer.

## **8. Transfer of Risk**

1. The risk of accidental loss and accidental deterioration shall pass to the customer as soon as the products have been handed over to the person effecting transport or have left the warehouse of METZGER for the purpose of shipment. In the case of collection by the customer, the risk shall pass to the customer upon notification of readiness for collection. Sentences 1 and 2 shall also apply if delivery is made in parts or if METZGER has assumed additional services, such as the transport of the products to the customer.
2. If the customer falls into default of acceptance, METZGER shall be entitled to claim compensation for the damage incurred as well as reimbursement of any additional expenses, unless the customer is not responsible for the non-acceptance of the products. In particular, METZGER shall be entitled to store the products at the customer's expense during the period of default of acceptance. Storage costs shall be charged at a lump sum of 0.5% of the net invoice value per commenced calendar week. Any further claims of METZGER shall remain unaffected. The customer shall be entitled to prove that no or lower costs were incurred by METZGER as a result of the storage of the products. Sentence 1 shall apply accordingly if the customer breaches other cooperation obligations, unless the customer is not responsible for such breach. The risk of accidental loss or accidental deterioration of the products shall pass to the customer at the latest at the time the customer falls into default of acceptance. After the unsuccessful expiry of a reasonable period



set by METZGER, METZGER shall be entitled to otherwise dispose of the products and to supply the customer within a reasonably extended period.

3. If shipment is delayed due to circumstances for which METZGER is not responsible, the risk shall pass to the customer upon notification of readiness for shipment.
4. Delivered products shall be accepted by the customer, without prejudice to its claims based on defects, even if they show insignificant defects.

## **9. Material Defects**

1. The customer's rights to assert claims based on defects presuppose that the customer inspects the delivered products upon receipt, to the extent reasonable also by way of trial processing or trial use, and notifies METZGER of any apparent defects in writing without delay, however no later than two weeks after receipt of the products. Hidden defects must be reported to METZGER in writing without delay after their discovery. The customer must describe the defects in writing when notifying METZGER thereof. The customer's claims based on defects further presuppose that, during planning, construction, mounting, connection, installation, commissioning, operation and maintenance of the products, all specifications, notices, guidelines and conditions set out in the technical notes, assembly, operating and user manuals, planning and design guidelines and other documents relating to the individual products are complied with, in particular that maintenance is duly carried out and evidenced and that recommended components are used. Claims of the customer against METZGER for defects resulting from a breach of these obligations are excluded.
2. The customer shall ensure that the products delivered by METZGER are installed exclusively by qualified specialist personnel and that a visual inspection of the dimensional accuracy and fit of the products is carried out prior to ordering the products. In the event of resale of the products delivered by METZGER to third parties in the further supply chain, including any resellers, the customer shall expressly inform such third parties of the requirement that the products be installed by qualified specialist personnel and that a visual inspection of the dimensional accuracy and fit of the products be carried out prior to ordering. METZGER is not obliged to take back products that cannot be used for the intended purpose due to the omission of a visual inspection of fit.

3. In the event of defects in the products, METZGER shall, at its own discretion, be entitled to render subsequent performance either by remedying the defect or by delivering a defect-free product. In the case of subsequent performance, METZGER shall be obliged to bear all expenses required for such subsequent performance, in particular transport, travel, labour and material costs, unless such expenses are increased due to the fact that the products have been brought to a place other than the delivery address. Personnel and material costs asserted by the customer in this context shall be calculated at cost price. Replaced products or parts of products shall become the property of METZGER and shall be returned to METZGER.
4. If METZGER is not prepared or able to render subsequent performance, the customer may, without prejudice to any claims for damages or reimbursement of expenses, at its own choice either rescind the contract or reduce the delivery price. The same shall apply if subsequent performance fails, is unreasonable for the customer or is unreasonably delayed beyond reasonable periods for reasons attributable to METZGER.
5. The customer's right to rescind the contract shall be excluded if the customer is unable to return the performance received and this is not due to the fact that return is impossible by the nature of the performance received, is attributable to METZGER, or the defect was not revealed until the products were processed or transformed. The right to rescind shall also be excluded if METZGER is not responsible for the defect and if the customer must compensate the value instead of returning the performance.
6. Claims based on defects shall be excluded in the case of defects resulting from natural wear and tear, in particular in the case of wear parts, improper handling, mounting, use or storage, or improperly performed modifications or repairs of the products by the customer or third parties. The same shall apply to defects attributable to the customer, in particular where the defect is based on chemical, physical or thermal influences which are unusual and to which the customer has not referred METZGER in writing. The same shall apply to defects attributable to the customer or resulting from a technical cause other than the original defect.
7. Claims of the customer for reimbursement of expenses instead of claims for damages in lieu of performance shall be excluded unless a reasonable third party would also have incurred such expenses.
8. METZGER does not assume any warranties, in particular no warranties of quality or durability, unless otherwise agreed in writing in the individual case.

9. The limitation period for claims based on defects asserted by the customer shall be one year, unless there is a purchase of consumer goods at the end of the supply chain (end customer is a consumer). If the defective products have been used for a building in accordance with their customary use and have caused its defectiveness, or if the defect is building-related, the limitation period shall be five years. The one-year limitation period shall also apply to claims in tort based on a defect of the products. The limitation period begins with collection of the products by the customer, but at the latest upon delivery to the customer. The one-year limitation period shall not apply to METZGER's unlimited liability for damages resulting from a breach of a guarantee or from injury to life, physical injury or harm to health, for intent and gross negligence, for mandatory statutory liability for product defects, or insofar as METZGER has assumed a procurement risk. Any statement by METZGER regarding a claim based on defects asserted by the customer shall not constitute an entry into negotiations on such claim or on the facts giving rise thereto, provided that METZGER rejects the claim based on defects in full.

## **10. Claims based on Legal Defects**

1. METZGER warrants that the contractual use of the Software by the customer does not conflict with any rights of third parties. In the event of legal defects, METZGER shall render warranty by providing the customer, at its own discretion, with a legally unobjectionable possibility of using the Software or equivalent software.
2. The customer shall notify METZGER without delay in writing if third parties assert intellectual property rights (e.g. copyrights or patent rights) to the Software. METZGER shall support the customer in defending against such third-party claims by providing advice and information.
3. The provisions of Section 9 shall otherwise apply accordingly in the event of any legal defects.

## **11. Liability of Metzger**

1. METZGER shall be fully liable for damages resulting from a breach of a guarantee or from injury to life, physical injury or harm to health. The same shall apply in cases of intent and gross negligence or insofar as METZGER has assumed a procurement risk. METZGER shall be liable for slight negligence only if material obligations

are breached, such obligations arising from the nature of the contract and being of essential importance for the attainment of the purpose of the contract. In the event of breach of such obligations, delay and impossibility of performance, METZGER's liability shall be limited to damages that are typically foreseeable within the scope of this contract. Mandatory statutory liability for product defects shall remain unaffected.

2. To the extent that METZGER's liability is excluded or limited, this shall also apply to the personal liability of METZGER's employees, workers, staff members, representatives and vicarious agents.

## **12. Product Liability**

1. The customer shall not modify the products; in particular, the customer shall not modify or remove existing warnings about risks resulting from improper use of the products. In the event of a breach of this obligation, the customer shall indemnify METZGER internally against product liability claims asserted by third parties, unless the customer is not responsible for the modification of the products.
2. If METZGER is prompted, due to a product defect, to carry out a product recall or issue a product warning, the customer shall use its best efforts to cooperate in the measures that METZGER deems necessary and appropriate and shall support METZGER in this regard, in particular in identifying the required customer data. The customer shall bear the costs of the product recall or product warning unless, under the principles of product liability law, the customer is not responsible for the product defect and the damage thereby incurred. Any further claims of METZGER shall remain unaffected.
3. The customer shall inform METZGER in writing without delay of any risks becoming known to the customer in connection with the use of the products and any possible product defects.

## **13. Force Majeure**

1. If METZGER is prevented by force majeure from fulfilling its contractual obligations, in particular from delivering the products, METZGER shall, for the duration of the impediment and a reasonable start-up period, be released from its obligation

to perform without being obliged to pay damages to the customer. The same shall apply if the fulfilment of METZGER's obligations is unreasonably impeded or temporarily impossible due to unforeseeable circumstances beyond METZGER's control, in particular due to labour disputes, a pandemic, an epidemic, measures taken by public authorities, energy shortages, supply difficulties on the part of a supplier, or material operational disruptions, in particular cyber attacks. This shall also apply if such circumstances occur at a sub-supplier. This shall also apply if METZGER is already in default. To the extent METZGER is released from its delivery obligation, METZGER shall refund any advance performances made by the customer.

2. METZGER shall be entitled to rescind the contract after expiry of a reasonable period if such impediment continues for more than four months and METZGER no longer has an interest in performing the contract as a result of the impediment. At the customer's request, METZGER shall, after expiry of such period, declare whether it will exercise its right of rescission or deliver the products within a reasonable period.

## **14. Retention of Title**

1. The delivered products shall remain the property of METZGER until full payment of the purchase price and any and all claims to which METZGER is entitled against the customer arising from the business relationship have been settled. For the duration of the retention of title, the customer shall handle the products subject to retention of title with due care. In particular, the customer shall insure the products at its own expense against fire, water and theft damage at replacement value. Upon request of METZGER, the customer shall provide evidence of such insurance. The customer hereby assigns to METZGER all claims for compensation arising from such insurance. METZGER hereby accepts such assignment. If such assignment should not be permissible, the customer hereby instructs the insurer to make any payments exclusively to METZGER. Any further claims of METZGER shall remain unaffected.
2. The customer is permitted to resell the products subject to retention of title only in the ordinary course of business. Otherwise, the customer shall not be entitled to pledge the products subject to retention of title, to transfer them by way of security or to make any other dispositions jeopardising METZGER's ownership. In the event of attachments or other interventions by third parties, the customer shall notify METZGER without delay in writing, provide all necessary information, inform the

third party of METZGER's ownership rights and cooperate in all measures taken by METZGER to protect the products subject to retention of title. To the extent the third party is not able to reimburse METZGER for the judicial and extrajudicial costs incurred in enforcing METZGER's ownership rights, the customer shall compensate METZGER for the resulting loss unless the customer is not responsible for the breach of duty.

3. The customer hereby assigns to METZGER all receivables arising from the resale of the products together with all ancillary rights, irrespective of whether the products subject to retention of title are resold without or after processing. METZGER hereby accepts such assignment. If such assignment should not be permissible, the customer hereby instructs the third-party debtor to make any payments exclusively to METZGER. The customer is revocably authorised to collect the receivables assigned to METZGER in trust for METZGER in its own name. The amounts collected shall be transferred to METZGER without delay. METZGER may revoke the customer's authorisation to collect and the customer's right to resell for good cause, in particular if the customer fails to duly meet its payment obligations towards METZGER, is in default of payment, ceases payments, or if the opening of insolvency proceedings or comparable debt settlement proceedings over the customer's assets is applied for by the customer or if a substantiated application by a third party for the opening of insolvency proceedings or comparable debt settlement proceedings over the customer's assets is rejected for lack of assets. In the event of a global assignment by the customer, the receivables assigned to METZGER shall be expressly excluded.
4. Upon request of METZGER, the customer shall promptly notify the third-party debtor of the assignment and provide METZGER with all information and documents required for collection.
5. In the event of conduct by the customer in breach of contract, in particular in the event of default in payment, METZGER shall, without prejudice to its other rights, be entitled to rescind the contract after the unsuccessful expiry of a reasonable grace period set by METZGER. The customer shall promptly grant METZGER or its authorised agents access to the products subject to retention of title and surrender them. After due prior notice, METZGER may otherwise realise the products subject to retention of title in order to satisfy its due claims against the customer.
6. The processing or transformation of the products subject to retention of title by the customer shall always be carried out for METZGER. The customer's expectant right to the products subject to retention of title shall continue in the processed or transformed item. If the products are processed or transformed together with other

items not belonging to METZGER, METZGER shall acquire co-ownership of the new item in the proportion of the value of the delivered products to the other processed items at the time of processing or transformation. The same shall apply if the products are combined or mixed with other items not belonging to METZGER in such a manner that METZGER loses sole ownership. The customer shall store the new items for METZGER. In all other respects, the same provisions shall apply to the item resulting from processing or transformation as well as from combination or mixing as apply to the products subject to retention of title.

7. Upon request of the customer, METZGER shall be obliged to release the securities to which it is entitled insofar as the realisable value of such securities, taking into account customary banking valuation discounts, exceeds METZGER's claims arising from the business relationship with the customer by more than 10%. For valuation purposes, the invoice value of the products subject to retention of title and the nominal value of receivables shall be decisive. The selection of the securities to be released shall be at METZGER's discretion in each individual case.
8. In the case of deliveries into other legal systems in which this retention of title provision does not have the same security effect as in the Federal Republic of Germany, the customer hereby grants METZGER a corresponding security interest. If further measures are required for this purpose, the customer shall do everything necessary to grant METZGER such a security interest without delay. The customer shall cooperate in all measures necessary and conducive to the effectiveness and enforceability of such security interests.

## **15. Confidentiality**

1. The parties undertake to keep confidential, for a period of five years from the respective delivery of the products, all information made accessible to them which is designated as confidential or which is recognisable as a trade secret due to other circumstances, and, insofar as not required for the business relationship, neither to record, disclose nor exploit such information.
2. The parties shall ensure, by means of appropriate contractual arrangements with their employees and agents, in particular their freelance staff as well as contractors and service providers engaged by them, that such persons likewise refrain, for a period of five years from the respective delivery of the products, from any own exploitation, disclosure or unauthorised recording of such trade and business secrets.

3. The confidentiality obligation shall not apply insofar as the information of the other party was demonstrably already known prior to the commencement of the contractual relationship, is generally known or publicly accessible, or becomes generally known or publicly accessible without fault of the other party. The burden of proof shall lie with the party making the disclosure.
4. The customer is aware that, irrespective of these General Conditions of Sale, the infringement of a trade secret constitutes a criminal offence pursuant to Section 23 of the German Trade Secrets Act (GeschGehG) and may be punished by imprisonment of up to five years or by a fine, and that any person who intentionally or negligently infringes a trade secret is obliged to compensate the holder of the trade secret for the damage resulting therefrom pursuant to Section 10 of the GeschGehG.

## **16. Data Protection**

1. The parties shall comply with the statutory provisions on data protection, in particular the EU General Data Protection Regulation (GDPR), when performing the contract and shall impose compliance with these provisions on their employees.
2. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the purpose of performing the contract and shall protect such data by technical security measures (Article 32 GDPR) adapted to the current state of the art. The parties are obliged to delete the personal data as soon as their processing is no longer necessary. Any statutory retention obligations shall remain unaffected.
3. If, in the course of performing the contract, METZGER processes personal data on behalf of the customer, the parties shall conclude a data processing agreement pursuant to Article 28 GDPR.

## **17. Compliance with Statutory Provisions**

1. The parties each commit, within the scope of their corporate responsibility, to ensuring that all statutory provisions are complied with in or in connection with the conduct of their business operations (including environmental protection laws,



labour law provisions and statutes, in particular those relating to the protection of employees' health), and that child labour and forced labour are not tolerated.

2. The customer shall be obliged to dispose of the delivered products, after the end of their use, at its own expense in accordance with the statutory provisions, in particular those of the German Electrical and Electronic Equipment Act (ElektroG). By doing so, the customer shall indemnify the respective manufacturer of the products against the take-back obligations pursuant to Section 19 (1) ElektroG and against any related third-party claims. The customer shall contractually oblige commercial third parties to whom it passes on the delivered products to dispose of the products, after the end of their use, at their own expense in accordance with the statutory provisions, in particular those of the ElektroG, and shall impose a corresponding obligation on them in the event of any further resale of the products. If the customer breaches its obligation to pass on such obligations to its purchasers, the customer shall take back the delivered products at its own expense after the end of their use and dispose of them properly in accordance with the statutory provisions, in particular those of the ElektroG.
3. The customer shall be obliged to dispose of used, completely emptied packaging which it has received from METZGER in connection with the delivered products at its own expense in accordance with the statutory provisions, in particular those of the German Packaging Act (VerpackG). By doing so, the customer shall indemnify METZGER against the take-back obligations as a distributor of packaging pursuant to Section 15 (1) VerpackG.
4. Each party furthermore confirms upon conclusion of a contract that it does not participate in any form of bribery or corruption and will not tolerate such practices.

## **18. Final Provisions**

1. The assignment of rights and obligations of the customer to third parties shall require the prior written consent of METZGER.
2. The customer shall only be entitled to set off counterclaims if such counterclaims have been finally adjudicated or are undisputed. The customer may assert a right of retention only if its counterclaim is based on the same contractual relationship.

3. The legal relationship between the customer and METZGER shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. If the customer is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising out of the business relationship between METZGER and the customer shall be the registered office of METZGER. METZGER shall also be entitled to bring an action at the customer's place of business or at any other permissible place of jurisdiction. Arbitration clauses are hereby rejected.
5. Unless otherwise agreed, the place of performance for all obligations of the customer and of METZGER shall be the registered office of METZGER.
6. The contractual language shall be German.
7. Should any provision of these General Conditions of Sale be or become wholly or partially invalid or unenforceable, or should a gap exist in these General Conditions of Sale, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, such valid or enforceable provision shall be deemed agreed which most closely reflects the purpose of the invalid or unenforceable provision. In the event of a gap, such provision shall be deemed agreed which corresponds to what would have been agreed in accordance with the purpose of these General Conditions of Sale if the parties had considered the matter from the outset.

Status: December 2025