

General Terms and Conditions of Purchase (GTCP)

1. Scope

These Terms and Conditions of Purchase shall apply exclusively and only to entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) as well as to legal entities under public law and special funds under public law; we shall not recognise any general terms and conditions of the supplier that conflict with, supplement or deviate from these Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept deliveries and services of the supplier (hereinafter referred to as "Subject Matter of the Contract") or pay for them while being aware of terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase. Our Terms and Conditions of Purchase shall also apply to all future deliveries and services of the Supplier.

2. Conclusion of contract

2.1

Agreements, orders and delivery call-offs as well as amendments and supplements thereto shall be made in text form or, for amounts of EUR 100,000 or more, in writing with a personal signature or via remote data transmission. An order shall be deemed to have been accepted if the supplier does not object within 5 working days from the date of the order. Orders placed by word of mouth or by telephone shall require our subsequent confirmation in text form. The same shall apply to any oral ancillary agreements and amendments to the contract.

2.2

To the extent that this is reasonable for the supplier, we may request changes to the delivery item or to the agreed upon service even after the contract has been concluded. In the event of such changes, the effects for both parties, in particular with regard to additional or reduced costs as well as delivery dates, shall be adjusted as appropriate.

2.3

Please make sure to quote our correct order number in all communications.

3. Prices

3.1

Prices quoted shall be considered fixed prices as well as DDP delivery address (INCOTERMS 2010) including packaging, but excluding VAT.

3.2

If no prices are specified in the order, Supplier's list prices valid at the time the order is placed shall apply.

3.3

Requests for quotations from Supplier shall refer to a binding offer. The preparation of offers shall be free of charge on the part of Supplier, in particular without charging for visits or the preparation of offers and projects. Supplier shall be bound by its offer for a period of 4 weeks after receipt of the offer by us.

4. Subcontractors

Without our prior written consent, Supplier shall not be authorised to use subcontractors for the provision of its services. However, consent may not be refused without good reason.

5. Payment

5.1

Unless otherwise agreed upon, payments shall be due within 30 days net without deductions or within 14 days with 3% discount. We shall not owe any due date interest.

5.2

Payment deadlines shall commence upon receipt of a complete, proper and verifiable invoice as well as the material certificate (if agreed upon), but not prior to the agreed upon date of delivery or acceptance of the service (if agreed upon).

Invoices shall be submitted to us in duplicate with all associated documents and data subsequent to delivery / performance separately, in a form that complies with the statutory and accounting requirements, by separate mail. All invoices must contain the order numbers specified by us. VAT must be shown separately on all invoices. Only properly submitted invoices (i.e., error-free, complete, correct and verifiable) shall be deemed to have been received by us.

5.3

If advance payment has been agreed upon, Supplier shall, at our request, first provide an adequate surety in the form of an unlimited, directly enforceable guarantee from a major German bank, waiving the objection of advance action and payable on first request.

5.4

To the extent permitted by law, we shall be entitled to rights of offsetting and retention. Any assignment of purchase price claims by the supplier shall require our prior written consent. This shall not apply to assignments to a credit institution as collateral for business loans nor to the agreement on an extended reservation of title. Other than that, Supplier may only set off undisputed or legally established counterclaims. Supplier shall only be entitled to rights of retention to the extent that they are based on the same legal transaction.

6. Place of performance, acceptance, deliveries, packaging

6.1

Unless otherwise stipulated in individual cases, delivery shall be DDP delivery address (INCOTERMS 2010). Supplier shall therefore bear the material risk until the goods have been accepted by us or our authorised representative at the place to which the goods are to be delivered as specified in the contract.

6.2

If acceptance has been agreed upon, acceptance shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply in the event of acceptance, unless these contractual terms and conditions provide for a deviation. If acceptance is stipulated in the contract, formal acceptance shall be agreed upon.

6.3

Unless we have expressly agreed to them, partial deliveries shall not be permitted. In the event of agreement, the remaining quantity must be indicated. Unless otherwise agreed upon in individual cases, Seller shall bear the procurement risk for its services.

6.4

For quantities, weights and dimensions, the values determined by us during the incoming goods inspection (Item 10) shall be decisive, subject to proof to the contrary.

6.5

Supplier shall commit to using environmentally friendly packaging that allows for reuse and/or cost-effective disposal. The packaging shall ensure protection against damage, soiling and moisture during transport and storage so that assembly can be carried out by us, or by a company commissioned by us, without additional expense. All information relevant to the contents, storage and transport must be visibly labelled on the packaging. Returnable packaging will be returned to the supplier's address with charges forward.

7. Delivery deadlines

7.1

Agreed upon delivery deadlines shall be binding. If a calendar week is agreed upon as the delivery deadline, the Friday of said week shall be the latest delivery date.

7.2

If agreed upon deadlines are not met, the statutory rules and regulations shall apply. In the event that Supplier realises that the delivery is or will not be possible in accordance with the contract with regard to production, supply of primary materials, compliance with the delivery date or similar circumstances, Supplier shall notify us immediately.

7.3

Decisive for compliance with the delivery date or the delivery period shall be the handover of the goods at the place of receipt and/or use specified by us or – where this has been agreed upon – the declaration of acceptance.

7.4

Supplier may only invoke the absence of necessary information or documents to be supplied by us if Supplier has not received them within a reasonable period of time despite a reminder declared in text form.

Supplier must also expressly offer its performance if a specific or determinable calendar time has been agreed upon for an action or co-operation on our part.

7.5

In the event of a delay in delivery, we shall be entitled to charge a contractual penalty of 0.2% of the net value of the goods delivered late per working day, up to a maximum of 5% of this value. Claims for damages over and above this amount shall remain unaffected by this.

An unconditional acceptance of the delayed delivery or service shall not constitute a waiver of the claims to which we are entitled due to the delayed delivery or service; this shall apply until payment in full of the remuneration owed by us.

7.6

In the event of delivery earlier than agreed, we shall be entitled, at our discretion, to store the delivery at Supplier's expense and risk or return it.

8. Force Majeure

8.1

In the event of delays in delivery due to force majeure, the agreed upon delivery dates shall be extended by the duration of the impediment. Force majeure shall include any and all external circumstances that are beyond the control of the parties to the contract, such as natural disasters, strikes, acts of war, civil unrest, official decrees, general shortages of energy and raw materials, unforeseeable blockage of transport routes.

8.2

Irrespective of this, Supplier shall be required to notify us immediately of any delivery difficulties or delays that Supplier recognises so that a suitable defence against damage can be made in good time and by mutual agreement.

8.3

To the extent that our interest in the service no longer exists as a result, force majeure and other events beyond our control shall entitle us – without prejudice to our other rights – to withdraw from the contract in whole or in part.

9. Confidentiality, data protection

9.1

Any and all business or technical information made available to Supplier by us (including but not limited to documents, samples, business plans, personal data, problems, data and/or solutions to problems and other know-how as well as information obtained visually by means of inspection of systems/facilities) shall be treated as confidential for the duration and after termination of the contractual relationship and, in particular, shall not be disclosed to third parties or utilised without authorisation for Supplier's own business purposes. This shall apply accordingly to the conclusion and content of this contract.

Any and all information shall remain our exclusive property; we hereby reserve all rights to it.

Supplier shall not be authorised to use products that have been manufactured according to documents we designed, such as drawings, models or the like, for its own purposes or to offer or deliver them to third parties or have them offered or delivered by third parties.

9.2

Supplier shall also impose these obligations on its employees and other third parties who may come into contact with the information and, upon request, shall provide us with evidence of this.

9.3

This confidentiality obligation shall not apply to information that was already known to Supplier in advance, was lawfully acquired from third parties, is generally known or is state of the art or has been released by us.

9.4

After the end of the contractual relationship, Supplier shall return any and all documents and information without being requested to do so or, at our request, shall destroy them at Supplier's expense and shall provide us with proof thereof.

9.5

After the end of this contractual relationship, Supplier shall return any and all documents and information without being requested to do so or shall destroy them at our request and shall provide us with proof thereof.

9.6

The parties shall comply with the rules and regulations of data protection, in particular if they are granted access to the other party's operations or to the other party's hardware and software. They shall ensure that their vicarious agents also comply with these provisions; in particular, they shall oblige them to maintain data secrecy before commencing their activities. The parties do not intend to process or use personal data on behalf of the other party. Rather, a transfer of personal data only occurs in exceptional cases as an ancillary consequence of the contractual services of the parties. The personal data will be handled by the parties in accordance with the provisions of data protection law.

10. Quality assurance and incoming goods inspection

10.1

Supplier shall be required to maintain a state-of-the-art quality management system. Supplier shall carry out inspections accompanying production in accordance with its QMS. Supplier shall carry out a final inspection of the products to ensure that only defect-free goods are delivered.

10.2

Acceptance of the delivery shall take place subject to inspection for defects, to the extent and as soon as this is feasible in the ordinary course of business. It shall only cover identity, completeness and externally recognisable defects of the goods. In addition, the incoming goods inspection shall be replaced by

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the quality assurance at Supplier's premises in accordance with paragraph 1; in this respect, Supplier shall waive the defence of delayed notification of defects in accordance with Section 377 German Commercial Code (Handelsgesetzbuch – HGB).

11. META Supplier Code of Conduct

This Code of Conduct sets out minimum requirements for all companies that supply goods or services to META. These minimum requirements represent META's values and shall apply to any and all suppliers as well as their subsidiaries and branches worldwide. Our Code of Conduct can be found at the following address: www.meta-online.com

12. Warranty

The statutory provisions on material defects and defects of title shall apply without restriction, unless stipulated otherwise below.

12.2

In urgent cases, in particular to avert acute danger or to avoid major damage, we shall be entitled to carry out subsequent fulfilment ourselves at Supplier's expense or to have it carried out by a third party, provided that a request to Supplier for subsequent performance is unreasonable due to the urgency. We agree to inform Supplier immediately of such warranty cases as well as of the type and scope of the urgent measures taken.

12.3

Material defects and defects of title shall be subject to a limitation period of 36 months. For supplementary performance carried out within the limitation period, the limitation period shall begin to run anew at the point in time at which Supplier has completely fulfilled our claims for subsequent performance.

12.4

Supplier shall bear any and all costs incurred by us as a result of the defective delivery of the Subject Matter of the Contract, in particular transport, travel, labour, material and inspection costs exceeding the usual scope.

12.5

In the event of recourse, we shall be entitled to demand compensation from Supplier for any expenses incurred due to the defectiveness of the service, which we had to bear in the relationship to our customers.

12.6

Within the scope of economic and legal possibilities, Supplier shall be obliged to use environmentally friendly products and processes for its deliveries/services as well as for supplies or ancillary services of third parties. Supplier shall be liable for the environmental compatibility of the delivered products and packaging materials and for any and all consequential damages resulting from the violation of the statutory disposal obligations resulting therefrom. Upon our request, Supplier shall furthermore be required to issue a certificate of inspection for the delivered goods.

12.7

By way of derogation from Section 442 Para. 1 Sentence 2 German Civil Code (Bürgerliches Gesetzbuch – BGB), we shall be entitled to claims for defects without restriction even if we were unaware of the defect at the time the contract was concluded as a result of gross negligence.

12.8

The costs incurred by Supplier for the inspection and subsequent performance (including any installation and removal costs) shall be borne by Supplier even if it turns out that there was in fact no defect. Our liability for damages in the event of an unjustified request to remedy defects shall remain unaffected. We shall, however, only be liable to the extent that we recognised or were grossly negligent in not recognising that there was no defect.

12.9

If Supplier fails to fulfil its obligation of subsequent performance within a reasonable period set by us, or if Supplier conclusively refuses to remedy the defect before expiry of this period, we may remedy the defect ourselves and demand reimbursement of the expenses incurred, unless Supplier has rightfully refused subsequent performance. We shall be entitled to demand a reasonable advance payment. In the event that subsequent performance by Supplier has failed or is unreasonable for us (e.g. due to particular urgency, jeopardising operational safety, or imminent occurrence of disproportionate damage), no deadline need be set. We shall inform Supplier of such circumstances without delay.

13. Retention of title and other surety interests

13.1

Any processing, commingling or combining (further processing) of items provided by Supplier shall be carried out on our behalf. The same shall apply in the event that we further process the goods supplied, such that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

13.2

The transfer of ownership of the goods to us shall take place unconditionally and without regard to the payment of the price. However, in the event that we accept an offer from Supplier for transfer of title conditional on payment of the purchase price, Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods. We shall remain authorised to resell the goods in the ordinary course of business, even before payment of the purchase price, subject to advance assignment of the claim arising therefrom (alternatively, the simple retention of title extended to the resale shall apply). In any case, this shall exclude any and all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

14. Product and manufacturer's liability

14.1

In the event that claims are asserted against us due to a product defect, Supplier shall agree to indemnify us against such claims upon first request if and to the extent that the damage was caused by a defect in the Subject Matter of the Contract delivered by Supplier and – in cases of culpability-based liability – if Supplier is at fault. To the extent that the cause of the damage lies within Supplier's area of responsibility, Supplier shall bear the burden of proof in this respect.

14.2

In such cases, Supplier shall bear any and all costs and expenses, including the costs of any legal action or recall action. In all other respects, the statutory provisions shall apply.

15. Tools

15.1

Any and all rights to moulds, tools, reproductions, plans, samples, drawings and the like (hereinafter referred to as 'Tools') which have been produced and paid for at our expense or which are handed over to the Supplier by us shall be our exclusive property. The rights of ownership shall pass to us at the latest at the time of payment. Tools shall be stored, maintained, repaired and protected against unauthorised access, damage and destruction by the Supplier free of charge and with the same diligence as in its own affairs. Upon request, they must be handed over to us immediately. In this respect, Supplier shall not have any rights of retention.

Supplier shall check the information provided by us for completeness and correctness and shall notify us immediately of any errors. In the event of any incorrect documents (e.g. drawings), any correction by Supplier subject to a charge shall require our prior written approval.

15.2

Supplier shall not be authorised to use Tools for orders from third parties without our prior written consent (approval).

16. Proofs of origin, export control

Upon request, Supplier shall be required to provide us with the necessary documents concerning the origin of the goods and shall be liable for their correctness.

Supplier shall be required to inform us of any authorisation requirements or restrictions for (re-)exports of its goods in accordance with German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of its goods in its business documents and to send us the following information for goods subject to authorisation in good time before the first delivery:

- Description of goods
- All applicable export list numbers including the Export Control Classification Number in accordance with the U.S. Commerce Control List (ECCN)
- Origin of goods under trade policy
- Commodity code (HS code)
- A point of contact in their company for clarification of any follow-up questions

Supplier shall be required to inform us immediately of any changes to the authorisation requirements for the goods delivered to us due to technical or legal changes or official findings.

17. Property rights of third parties

17.1

Supplier warrants that its deliveries and services are free of third-party property rights (in particular patents, utility models, copyrights, etc.).

17.2

In the event of an infringement of property rights despite contractual utilisation by us or our customers, Supplier shall be required to immediately procure the necessary rights from the owner of the property rights at its own expense.

17.3

Upon first request, Supplier shall indemnify us and our customers against any and all third-party claims based on alleged infringements of property rights. In addition, Supplier shall reimburse us and/or our customers for any and all expenses incurred by us and/or our customers in connection with the claims asserted by third parties.

18. Energy management

As part of our energy management in accordance with DIN ISO 50001, we are striving to increase energy efficiency in our company. In its specification, Supplier shall consider current efficiency technologies and options for reducing the energy consumption required for production as an alternative to its standard specification. Energy efficiency will be used as one criterion for our purchasing decision.

19. Measures regarding climate protection and sustainability

We plan and act in such a way as to fulfil our responsibility towards society and the environment at all times. We are constantly working to minimise our impact on the environment and, in particular, to reduce CO₂ and other harmful emissions through responsible action and innovative products. Optimal energy efficiency and emission reduction are taken into account at all levels of the company, from the early development phases of our products to optimisations in our work processes. In addition, the core task of our in-house production and procurement is always focussed on the resource-conserving use of raw materials, their recyclability as well as the avoidance of waste. We expect the same approach from all of our suppliers.

20. Place of fulfilment, place of jurisdiction, and applicable law

20.1

Unless agreed upon otherwise, the place of fulfilment for Supplier's delivery obligation shall be the place of use specified by us; for all other obligations of both parties, it shall be the registered office of our head office.

20.2

If Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive international place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions shall be Haiger (Germany). This shall also apply if Supplier is an entrepreneur within the meaning of Section 14 German Civil Code (Bürgerliches Gesetzbuch – BGB). However, we shall be entitled to bring an action at the place of fulfilment or at the location of Supplier's registered office.

20.3

The law of the Federal Republic of Germany shall apply under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

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