General Standard Terms and Conditions of Sale and Delivery

of METON GmbH („METON“),
Flugplatzstraße, Gebäude 9805, 55768 Hoppstädten-Weiersbach

1. Scope; customer's terms and conditions; changes

1.1 The following General Standard Terms and Conditions of Sale and Delivery (**“GSTCSD”**) shall apply to all METON products and services provided the customer is an entrepreneur (Section 14 BGB), a legal entity under public law, or a special asset body under public law. The General Standard Terms and Conditions of Sale and Delivery shall apply in particular to contracts on the sale and delivery of movable objects (**“goods”**) by METON.

1.2 Upon conclusion of the first contract in conjunction with the General Standard Terms and Conditions of Sale and Delivery, the customer acknowledges their effectiveness for all future contracts it concludes with METON (including orally or by e-mail). The latest version of the General Standard Terms and Conditions of Sale and Delivery can be downloaded from the homepage of METON (www.meton.eu) and will be sent to the customer upon request.

1.3 The General Standard Terms and Conditions of Sale and Delivery shall apply exclusively to the business relationship between METON and the customer. Differing, conflicting or supplementary terms and conditions of the customer shall not become part of the contract. This shall also apply if METON is aware of these terms and conditions and provides the customer with the service without reservation.

1.4 The legal requirements shall remain valid to the extent that they are not amended or expressly excluded in the contract or in these General Standard Terms and Conditions of Sale and Delivery.

2. Offer; acceptance period; quality; new and used goods

2.1 Offers from METON shall be without obligation; they are merely a request to the customer itself to issue a binding offer.

2.2 METON can accept the customer's offer within 4 weeks of the offer being issued (acceptance period). A contract shall only be concluded when METON declares its acceptance in writing or by providing the service or delivering the goods to the customer. A failure to respond to an offer from the customer does not constitute acceptance of it.

2.3 The quality of the goods shall comply with the information specified in the contract. Details of the goods in brochures, advertising and other offer documents or on the Internet, as well as pictures or drawings of the goods, shall only be binding if expressly designated as binding by METON. METON assumes no liability for the public statements of third parties. “Third parties” in this sense also includes the manufacturer of the goods, if the goods have not been manufactured by METON.

2.4 The manufacturer reserves the right to make design or dimensional changes, color alterations, and changes to the scope of delivery during the delivery period, to the extent that this is acceptable to the customer in consideration of the interests of METON.

2.5 Unless otherwise agreed, used goods shall be sold in the condition and with the qualities they have when they are handed over to the customer. The contractual qualities of used goods shall include in particular typical damage due to the goods' age, wear and tear to date and previous use of the goods **(“damage from wear and tear”)**.

2.6 Replacement parts shall also be used goods within the meaning of these General Standard Terms and Conditions of Sale and Delivery. They are used spare parts that have been reconditioned and regenerated by the manufacturer or METON, but have a reduced remaining service life.

2.7 Goods that have not yet been put into operation (apart from for testing or demonstration purposes or as part of implementation or transportation) shall be new. The year in which the object was made is not material as to whether it qualifies as new.

3. Performance periods and handover deadlines; hindrances to performance; non-availability of goods; force majeure; early performance; partial services

3.1 If performance periods or handover deadlines are stated in the contract, they shall be non-binding details based on the anticipated duration of performance or customary delivery times for similar goods. Fixed-deadline transactions shall not be concluded.

3.2 If METON is temporarily impeded in effecting the service it owes for reasons for which it is not responsible, the due date for the service shall be postponed until the impediment to performance is removed. METON shall inform the customer of the impediment to performance and its anticipated duration immediately.

3.3 If the goods owed by METON are not available, METON shall be authorised to withdraw from the contract if the non-availability is not just temporary and METON is not responsible for it. In this event, METON shall be obliged to inform the customer of the unavailability without undue delay, and to refund any consideration already received from the customer without undue delay. Non-availability in this sense shall be deemed to exist, in particular, if METON is itself not supplied under a congruent covering transaction by a supplier, or is not supplied properly (under reservation of self-delivery). Non-availability shall also be deemed to exist if the goods to be delivered cannot be or can no longer be supplied from METON stock.

3.4 If METON is prevented from performing the service for reasons of force majeure or other circumstances METON is unable to resolve, METON's performance obligation shall lapse. Sentences 1 and 2 of Section 3.3 shall accordingly apply. If the hindrance to performance is merely temporary, METON shall not be obliged to perform the service until the hindrance to performance is removed. This shall also apply if METON is already behind schedule when the hindrance to performance arises. Force majeure in this sense shall be deemed to exist, in particular, if there is an import or export ban or embargo on the goods.

3.5 METON shall be authorised to perform services prematurely and partially. METON shall be authorised to invoice premature and partial services immediately.

4. The customer's rights of withdrawal and termination; cancellation of contract in return for cancellation fee; non-performance of contract

4.1 The customer can withdraw from or terminate the contract due to a breach of duty by METON not consisting of the supply of defective goods only if METON is responsible for the breach of duty. The customer shall have no free right to terminate the contract (particularly in accordance with Sections 648, 650 BGB).

4.2 If METON is in delay in effecting a service owed by it, the customer shall be authorised to withdraw from the contract only if it has set METON a reasonable period of time to effect the service and this has elapsed without success.

4.3 The customer shall not have the right to withdraw from the contract after conclusion for reasons that fall within its own area of risk and responsibility (e.g. due to a change in their financial circumstances, order position, or the possibility of using the goods). However, in exceptional cases the customer shall have the right to request annulment (cancellation) of the contract within 2 weeks of receipt of the order confirmation from METON, if METON has agreed to annul the contract and if the customer has paid a cancellation fee for this purpose, amounting to 20% of the net purchase price agreed in the contract.

The customer has no claim to METON's agreement to annul the contract. If METON does not agree to annul the contract, any cancellation fee already paid by the customer must be refunded.

4.4 If the customer withdraws from the contract following delivery of the goods, Sections 7.4 and 7.5 shall accordingly apply to METON's claim for compensation for use and damages. The same shall apply if the contract is annulled following delivery of the goods (e.g. in accordance with Section 4.3).

4.5 In the event of unauthorised withdrawal or unauthorised termination by the customer, METON shall be entitled to damages in accordance with the statutory provisions. The same shall apply if the contract is not performed for reasons for which the customer is responsible. In these cases, Sections 5.4 to 5.6 and Sections 7.4 and 7.5 shall accordingly apply.

5. Acceptance; sale to destination according to the buyer's instructions; transportation costs; delay intaking delivery; failure to take delivery; damages; annual increment and change in model series

5.1 Unless otherwise agreed, METON shall define the carrier and manner of consignment in the case of a sale to destination according to the buyer's instructions. METON shall not be liable for selection and monitoring of the carrier. METON shall also not be obliged to choose the cheapest or fastest means of shipment. METON shall take out transport insurance only if instructed by the customer. The customer shall bear the costs of the transport insurance.

5.2 In the event of sale to destination according to the buyer's instructions, the risk of accidental loss or accidental deterioration and the risk of delayed delivery shall pass to the customer when the goods are handed over to the carrier. This shall also apply if partial services are provided, or if METON has arranged the transportation or assumed the costs of transportation.

5.3 If the customer is in delay in accepting the service of METON or the service is delayed for reasons for which the customer is responsible, METON can demand reimbursement for the resultant damage it has incurred (e.g. storage and transportation costs). In particular, METON shall be authorised to store the goods itself and to demand a flat rate of € 4.50 per calendar day as of the agreed handover date or, if a handover date has not been agreed, as of notification that the goods are ready for shipment until they have been accepted. Value-added tax shall be payable on top of the flat rate. The flat rate and the value-added tax owed on it shall not exceed a total maximum amount of 5% of the gross purchase price of the goods. The customer has the right to prove that METON has incurred no or only far less damage as a result of storage METON shall be authorised to assert further claims and prove higher damage in connection with storage of the goods; however, the flat rate shall be offset against that.

5.4 The provisions in 5.4 shall apply accordingly if the customer does not meet its acceptance obligation, and METON then sells the goods to another buyer (following withdrawal from the contract). In this case, the flat rate in accordance with sentence 2 of Section 5.4 is charged until delivery or transfer of goods to the other buyer.

5.5 If the customer does not fulfill its acceptance obligation, METON shall also have a claim to damages in accordance with the statutory provisions. In particular, METON must be compensated for any depreciation of a machine incurred at the end of a calendar year (annual increment) or as a result of a change to the model series (change of model series) or within the model series, regardless of actual use. This shall not apply if METON does not incur any damages as a result of the depreciation.

5.6 At the request of METON, the acceptance of the goods and their condition must be documented in an Outgoing Goods Delivery Document or acceptance confirmation, which must be signed upon handover of the goods by the customer or its representative, or by the relevant collector (carrier) of the goods. If the Outgoing Goods Delivery Document or acceptance confirmation is not signed, then METON shall be entitled to withhold the agreed service. In particular, METON may refuse to deliver the goods to the customer or collector (carrier) until the Outgoing Goods Delivery Document or acceptance confirmation has been signed. This shall also apply if METON has arranged the transportation or specified the carrier.

6. Prices; payments by the customer; default in payment

6.1 Unless otherwise agreed, the final price to be paid by the customer shall be calculated on the basis of METON's net prices applicable at the time the contract was concluded plus value-added tax at the applicable statutory rate.

6.2 Payments by the customer shall be credited in accordance with Section 366 (2) BGB. This shall also apply if the customer has specified a different form of settlement.

6.3 If the customer is in delay in paying a claim of METON in full or in part, METON shall be authorised to

(1) terminate any existing financing and/or payment extension agreement with immediate effect and to demand immediate payment of all claims therefrom;
(2) withhold services from contracts that have not yet been fulfilled;
(3) assert the rights from the agreed retention of title (Section 11);
(4) withdraw from the contract in accordance with Section 7.

6.4 If the customer is in default in payment, METON shall be entitled to interest on arrears of 12% of the overdue amount. METON reserves the right to asset further lawful claims. The customer shall have the right to prove that METON has incurred no or only far less damage.

7. Withdrawal from the contract by METON; claims to compensation for use and damages

7.1 METON shall be entitled to withdraw from the contract if the customer is behind schedule in making a payment due to METON, in full or in part. The same shall apply if the customer violates cardinal provisions of the contract or of these General Standard Terms and Conditions of Sale and Delivery, in particular its obligations in accordance with Section 11 below (retention of title), despite a deadline being set or a warning issued. No deadline or warning is required if it can be waived in accordance with the statutory provisions.

7.2 METON shall be authorised to withdraw from the contract if it has not yet provided the service it owes and it becomes apparent after the contracts has been concluded that the claim for payment of METON is at risk because the customer lacks the ability to pay. This shall be the case in particular if the customer (before or after the contract has been concluded) issues a statutory declaration regarding its financial circumstances or execution measures are instigated against it. In this case, the withdrawal from the contract is only approvable if METON has set the customer a reasonable period of time to effect payment concurrently upon the provision of the service by METON or to provide security therefor and this period of time has elapsed without payment or security being rendered. There shall be no requirement to set a period of time if this would be superfluous as a prerequisite for withdrawing from the contract in accordance with the law.

7.3 METON shall be authorised to withdraw from the contract if the customer ceases its payments or its financial circumstances deteriorate significantly. The same shall apply if an application for the commencement of insolvency proceedings on the assets of the customer is filed or rejected or the insolvency proceedings are discontinued.

7.4 In the event of withdrawal from the contract, METON shall be entitled to payment of compensation for use for the time period from acceptance of the goods until their return to METON (utilization period). The amount of compensation for use shall correspond to the customary rent the customer would have had to payif it had leased the goods or a similar object for the utilization period. However, if the purchase price was subject to a financing agreement, the compensation for use shall be at least as much as the sum of all advance payments and financing installments that would have been due in the course of the utilization period had the financing agreement been performed without interruption. The customer is permitted to prove that METON has incurred no or only far less damage.

7.5 METON reserves the right to assert claims for damages or compensation for use above and beyond this. However, payments by the customer in accordance with Section 7.4 shall be offset against further claims for compensation for use.

8. Offsetting; right to refuse performance and right of retention; prohibition on assignment of claims

8.1 The customer can only offset a claim against claims of METON if its claim is undisputed or legally binding.

8.2 The customer may only assert the right to withhold payment or the right of retention based on undisputed or legally binding claims. This shall also apply to the commercial right of retention in accordance with Sections 369 to 372 of the German Commercial Code (HGB). In addition, rights of retention can be asserted only if the claim of METON and the counterclaim of the customer relate to the same contractual relationship.

8.3 The right of the customer to offset justified counterclaims to which it is entitled for the costs of rectifying defects or completion costs against the claim for payment by METON or to assert for this reason the plea of non-performance shall remain unaffected. The customer can only retain part of the payment proportionate to the defect or the degree of incompleteness.

8.4 Any assignment of claims against METON shall be possible only with the consent of METON.

9. Guarantee claims of the customer; limitation of action for guarantee claims

9.1 METON's liability for defects and legal imperfections in title shall be as defined by law, unless otherwise specified in the provisions of this Section 9. Guarantee claims by the customer relating to claims for damages or reimbursement of futile expenses shall remain unaffected; these may only be asserted subject to the requirements of and within the limits specified by Section 10.

9.2 Damage due to wear and tear or damage due to previous wear and tear shall not constitute a defect. Damage shall also not constitute a defect if it is causally connected to the fact that

(1) the goods were put into operation incorrectly or were installed incorrectly (in particular not in compliance with the operating instructions) by the customer or a third party; or
(2) the goods were used incorrectly, contrary to their purpose or excessively; or
(3) the goods were not adequately maintained or cared for; or
(4) the goods were previously modified or repaired improperly by the customer or a third party without the consent of METON; or
(5) incorrect spare parts (in particular any that were incompatible or not intended by the manufacturer) were installed or attachment parts were added; or
(6) unsuitable operating supplies were used or the goods were subjected to harmful (e.g. physical, chemical or electrical) influences; or
(7) earlier defects or damage were not reported to METON on time.

9.3 Guarantee claims shall exist only if the customer has met its responsibilities to examine the goods and report any defects in accordance with Sections 377 and 381 HGB. Obvious defects must be reported to METON within 2 weeks of accepting delivery. This deadline shall be regarded as having been met if the notice of defects is sent off on time.

If the goods are installed in or attached to another item, inspection and reporting must always be carried out before installation or attachment takes place. Moreover, defect reporting must be carried out in such a timely fashion that it is possible and reasonable for METON to cure the defect before the goods are installed in or attached to another item. If this is not done, guarantee claims cannot be asserted.

9.4 If a defect or legal imperfection in title exists, METON shall first of all be authorised to either cure the defect(rectification) or to supply an object that is free from defects (delivery of substitute goods) at its own discretion. The customer shall not have the right to choose the means of cure. METON can make cure contingent on payment of the purchase price. However, the customer's rights in accordance with Section 8.3 shall remain unaffected.

9.5 If METON has agreed to install the goods in or to attach the goods to another object as part of the

contract, the obligation to rectification shall also include removing the defective goods as well as installing or attaching the reworked or substitute goods. In all other cases, METON shall not be obliged to remove the defective goods and install or attach the reworked or substitute goods as part of rectification, or to reimburse the necessary costs to the customer.

9.6 The customer may not request an advance from METON on costs incurred by it in the course of rectification by METON and which are to be borne by METON. If, when the customer requests rectification by METON for the purpose of curing a defect, it transpires that there was in fact no defect, the customer shall be obliged to reimburse METON for the costs and expenses incurred as a result.

9.7 In the event of a defect or legal imperfection in title, the customer shall be authorised to reduce the purchase price or, at its own discretion, to withdraw from the contract and demand damages or reimbursement of expenses in accordance with Section 10 if cure fails or if the customer cannot be reasonably expected to accept it or the customer has unsuccessfully set METON a reasonable period of time for cure or if cure is superfluous under the law. The same shall apply if METON justifiably refuses cure or it is impossible for it to perform cure. However, there shall be no right to withdraw from the contract due to an insignificant defect.

9.8 Any additional guarantee claims by the customer shall be excluded. In particular, the customer shall not be entitled to cure any defects itself and then request from METON reimbursement of the expenses required to do so.

9.9 Guarantee claims of the customer for used goods shall be excluded.

9.10 Rights to recourse by the customer in accordance with Section 445a BGB and the provisions of Section 445b BGB (limitation of action on rights to recourse) shall be excluded, unless otherwise agreed. If claims to reimbursement of expenses in accordance with Section 445a (1) BGB exist on the part of the customer in an individual case, these shall come under the limitation of action specified in Section 9.12. However, the cases specified in Section 9.13 sentence 2 shall remain unaffected by these provisions.

9.11 The exclusions and limitations specified in this Section 9 shall not apply if METON has concealed a defect with intent to deceive, or has assumed a guarantee for the quality of the goods. In addition, the special statutory provisions for entrepreneur's recourse shall remain unaffected if the last contract in the supply chain is a purchase of consumer goods (Sections 474, 478 BGB). However, in this case, the compensation of expenses paid by the customer to its contractual partner in the course of rectification shall also be limited to an appropriate amount. In particular, the value of the goods in their defect-free state and the significance of the defect must be taken into account when calculating this amount.

10. Compensation for damages and reimbursement of futile expenses by METON

10.1 Claims by the customer against METON for damages or for reimbursement of futile expenses shall exist only within the scope provided for in this Section 10 and under the conditions specified here; otherwise, any liability of METON for damages and reimbursement of futile expenses shall be excluded. This shall apply to contractual liability on the part of METON and its liability due to tort or on other legal grounds.

10.2 METON shall be liable in accordance with the statutory regulations for damage that is caused by a breach of duty through intent or gross negligence by METON, its representatives or vicarious agents.

10.3 METON shall be liable in accordance with legal provisions for damage that is caused by negligence by METON, its representatives or vicarious agents only if cardinal contractual obligations are breached. These are obligations the fulfillment of which is a prerequisite of proper performance of the contract, and on the fulfillment of which the customer regularly relies or may rely. The liability of METON shall be limited in amount to foreseeable damages that are typical for the contract.

10.4 METON shall not be held liable for any lesser fault than negligence (e.g. neglect in its own affairs). Liability without fault on the part of METON shall be excluded. If METON is liable on the grounds of

and in accordance with sentences 1 and 2 (for example, because statutory liability cannot be excluded), this liability shall be limited to foreseeable damages that are typical for the contract.

10.5 If, in accordance with Section 10.2, METON is liable for a fault on the part of ordinary vicarious agents (who are not legal representatives or executive employees of METON), METON's liability is likewise limited to foreseeable damages that are typical for the contract.

10.6 The above exclusions and limitations of liability in this Section 10 shall not apply to the following damage and claims:

- Damage resulting from injury to life, body or health;
- Claims by the customer under the German Product Liability law (Produkthaftungsgesetz);
- Claims due to defects that were not disclosed with intent to deceive or from a guarantee of quality assumed by METON;
- All other claims, where statutory liability regulations are mandatory.

10.7 The provisions in this Section 10 shall also apply to any personal liability on the part of the management bodies, representatives and vicarious agents of METON.

11. Retention of title by METON

11.1 METON retains title until payment of the whole purchase price. Transfer of title shall also be subject to payment of all METON claims; both claims that exist on conclusion of the contract, and future claims arising from the business relationship with the customer (extended retention of title).

11.2 The customer is obliged to treat the goods (**"goods subject to retention of title"**) with care and to maintain them. The customer shall have the regular maintenance and inspection work specified by the manufacturer and any necessary repairs carried out at its own expense. METON or a business establishment recognised by METON or the manufacturer shall be tasked with carrying out this work.

11.3 The customer shall be authorised to resell the goods subject to retention of title, pledge them, or otherwise dispose of them only with the consent of METON. Any leasing of the goods subject to retention of title shall also require the consent of METON. The same shall apply to export of the goods subject to retention of title or their use outside the Federal Republic of Germany.

11.4 Any change in the owner or location of the goods subject to retention of title must be communicated to METON on request. The same shall apply to any change in the customer's address. In the event of third-party access to the goods subject to retention of title (e.g. pledges), the customer shall inform the third party of METON's ownership and notify METON without undue delay.

11.5 If the customer processes or re-forms the goods subject to retention of title and in doing so creates a new object, the processing or re-forming shall be carried out on behalf of METON as the manufacturer. METON shall acquire co-ownership of the new object in proportion to the value of the goods subject to retention of title in comparison with the value of the other processed or re-formed object.

If the goods subject to retention of title are linked inseparably to an object belonging to the customer to create a new object, and if the customer's object is considered the primary component, then the customer hereby assigns co-ownership of the new object to METON to the ratio of the value of the goods subject to retention of title to the other linked objects.

The customer shall safeguard any ownership or co-ownership of the new object created through processing, re-forming or linkage on behalf of METON in each case. The legal circumstances that existed in relation to the goods subject to retention of title shall continue in relation to the new object. In particular, METON hereby already conditionally assigns the ownership or co-ownership due to it in the new object to the customer, in accordance with Section 11.1. The provisions is this Section 11 shall apply accordingly to the new object.

11.6 The customer hereby assigns to METON the claims arising from reselling of the goods subject to retention of title or of the new object (Section 11.6) to the amount of the value of the goods subject

to retention of title as security; METON accepts the assignment. This shall also apply if resale takes place (contrary to contract) without the consent of METON.

11.7 In the event that the customer links the goods subject to retention of title with an item of real estate, the customer hereby assigns to METON all claims accruing to it from third parties due to this linkage by way of collateral amounting to the value of the goods subject to retention of title; METON accepts the assignment.

11.8 The customer shall be obliged to provide METON with all information and documents that may be required by METON to pursue its ownership rights to the goods subject to retention of title or the new object (Section 11.6) or the claims assigned to it.

11.9 If METON is authorised to withdraw from the contract, it may request surrender of the goods subject to retention of title even if it does not first withdraw from the contract. In particular, the request to surrender the goods does not automatically also constitute a declaration of withdrawal from the contract.

11.10. If METON requests surrender of the goods subject to retention of title without withdrawing from the contract, METON shall purchase these goods from the customer subject to prior notice on the basis of their value as estimated by an expert (e.g. DEKRA Automobil GmbH). The costs of this estimate shall be borne by the customer. METON shall be authorised to demand a flat rate of 15% of the net purchase price; however, the customer shall have the right to prove that METON has incurred no or only far lower costs for the estimate. METON shall offset the purchase price (minus the costs for the estimate) against the outstanding claims of METON against the customer. METON shall be authorised to issue a credit note to the customer for the purchase price.

12. Import and export controls; provisos; authorization; delayed authorization; reimbursement of consideration

12.1 The parties are aware that METON's goods or METON's services agreed in the contract may be subject to import and export restrictions. In particular, authorizations may be required, or the use of the goods at the agreed destination may be subject to restrictions.

12.2 METON shall comply with all relevant provisions of import and export law, particularly the import and export provisions of the Federal Republic of Germany and of the European Union. As such, METON's contractual declaration shall be subject to the proviso (condition) that no hindrances due to national or international provisions of import and export law, and particularly no import or export bans, embargoes or other trade restrictions, prevent the conclusion and performance of the contract.

12.3 If the conclusion or performance of the contract (particularly export of the goods) requires authorization according to the relevant import and export law, METON's contractual declaration shall also be subject to the proviso (condition) that the authorization is granted. METON shall undertake all reasonable measures to obtain the authorization.

12.4 The customer shall be obliged to notify METON of any import or export restrictions, as well as all evidence known to it for the existence of such restrictions or equivalent penalties. This obligation already exists even before or at the time of the conclusion of the contract. METON and the customer shall each be obliged to provide one another with all documentation and information accessible to them which is required for obtaining the necessary authorizations or, for other reasons, for export, transfer and import of the goods (in particular any end-use statement by the customer). The customer shall be obliged to provide authoritative information to METON regarding which documents are required to clear goods for import.

12.5 If there is a delay in obtaining an authorization in accordance with Section 12.3, METON shall inform the customer immediately of the delay and its foreseeable length (if known). The same shall apply if there is a delay in verifying any import or export restrictions. The due date of services owed by METON, or any performance or handover deadlines agreed in the contract, shall be postponed according to the length of the delay. In particular, METON shall not be deemed to be behind schedule due to delays in payment or delivery resulting from import or export restrictions or verification of these restrictions. In

this respect, claims against METON for damages shall be excluded.

12.6 If the contract ultimately does not come into effect due to national or international provisions of import and export law, and therefore cannot be performed by METON (e.g. because authorization in accordance with Section 12.3 is not obtained, or export of the goods is prohibited for other reasons), METON must reimburse any consideration already received from the customer without undue delay. Apart from this, the customer shall have no claims against METON, particularly for performance, damages, or reimbursement of expenses.

13. Completeness of the contractual document; subsequent changes and additions; form; severability clause

13.1 All agreements reached between METON and the customer during conclusion of the contract are set out in writing in the contract. There are no oral side agreements. Unless explicitly specified otherwise in the contract, METON has given no undertakings and made no statements concerning the goods or the performance of the contract.

13.2 Subsequent changes or additions to the contract shall be agreed in writing or in text form. In the absence of proof to the contrary, therefore, statements made in text form shall be decisive in proving the substance of such agreements. The same shall apply to agreements that deviate from Sentence 1.

13.3 Notifications or declarations issued by the customer to METON (e.g. defect reports, deadlines) must be made in writing or in text form (Section 126b BGB).

13.4 If individual provisions of the contract or the General Standard Terms and Conditions of Sale and Delivery are or become invalid or unworkable in full or in part, this shall not affect the remaining provisions. The parties shall replace the invalid or unworkable provision with a stipulation which corresponds most closely – where legally possible – to the economic and legally intended purpose of the provision. The same shall also apply if it transpires that there is a loophole.

14. Choice of law; place of jurisdiction

14.1 The law of the Federal Republic of Germany shall apply to the legal relationships between the customer and METON. Application of uniform international law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG), shall be excluded.

14.2 The national and international place of jurisdiction for all disputes arising from or in connection with the contract shall be Hoppstädten Weiersbach (Regional Court District Bad Kreuznach). This place of jurisdiction shall have sole jurisdiction and venue for legal actions brought by the customer against METON. METON shall also be authorised to file legal action against the customer at its place of general jurisdiction.

Status: June 2026