

General Terms and Conditions (GTC)

of MetaPlast Solutions GmbH

Status: July 2025

§ 1 Scope of application

1. The company MetaPlast Solutions GmbH (hereinafter referred to as 'MetaPlast Solutions') carries out all sales and / or deliveries of services and products (hereinafter referred to as 'Products') exclusively in accordance with the following General Terms and Conditions (GTC), unless expressly agreed otherwise in writing. The amendment of a provision or addition to the GTC agreed in writing shall not affect the validity of the remaining provisions.
2. Terms and conditions of the customer that conflict with or deviate from these GTC shall not be recognised by MetaPlast Solutions, even if MetaPlast Solutions does not expressly object to them. Contractual fulfilment and / or silence on the part of MetaPlast Solutions shall not be deemed as consent to contractual conditions deviating from its conditions.

§ 2 Offer, conclusion of contract

1. All offers from MetaPlast Solutions are non-binding, unless otherwise stated in writing. A contract is only concluded by a written order confirmation by MetaPlast Solutions or by execution of the service.
2. Changes to the offer / or to agreed manufacturing conditions require a written agreement. Verbal side agreements by MetaPlast Solutions are only valid if they have been confirmed in writing.
3. Technical data, product information and other information in brochures, catalogues, on the website, in offers, advertising material or other documents of MetaPlast Solutions - regardless of whether transmitted in writing or verbally - are for general information purposes only and are non-binding guidelines. They shall only become part of the contract if they are expressly referred to in writing in the respective order confirmation. Application examples and statements on the economic or technical usability of a product are merely non-binding indications and do not constitute a guarantee of specific properties in the legal sense. The customer is obliged to check the suitability and suitability of the products for the intended use on his own responsibility - in particular by preliminary tests or own tests. MetaPlast Solutions accepts no liability for a specific usability unless expressly warranted in writing.

§ 3 Prices and terms of payment

1. The prices stated in the order confirmation include packaging and shipping costs to the customer's goods receiving centre as well as transport packaging.
2. Unless otherwise agreed in writing, all payments are due within 14 days of the invoice date without deduction. In the case of partial invoices, the respective instalments are due for payment upon receipt of the respective invoice.
3. Payments by the customer are to be made exclusively to MetaPlast Solutions. A debt-discharging payment to third parties is excluded, unless MetaPlast Solutions has given its express written consent.

4. In case of late payment MetaPlast Solutions is entitled to charge interest on arrears in the amount of 9.2% p.a. above the applicable base rate (§ 456 UGB). In addition, MetaPlast Solutions is entitled to charge the customer all pre-litigation costs incurred by the delay in payment, in particular reminder fees and necessary costs of legal representation.
5. If the customer does not fulfil his contractual obligations towards MetaPlast Solutions - also from other existing contractual relationships - MetaPlast Solutions is entitled to withhold further services, to demand securities or to demand immediate payment of all outstanding claims (including interest and ancillary costs). If MetaPlast Solutions becomes aware of a significant deterioration in the financial circumstances of the Customer, MetaPlast Solutions reserves the right to provide services exclusively against advance payment or suitable collateral.
6. A right of retention or set-off on the part of the customer is excluded, unless expressly recognised in writing or legally established by a court of law.

§ 4 Terms of delivery and service

1. Deliveries shall be made - unless expressly agreed otherwise - ex works (EXW) of MetaPlast Solutions in accordance with the Incoterms as amended from time to time.
2. In the absence of an express written agreement, stated delivery dates are non-binding guidelines. Exceeding these deadlines does not constitute a claim for damages or cancellation of the contract, regardless of the legal grounds. If it is foreseeable that a delivery date cannot be met, MetaPlast Solutions will inform the customer immediately.
3. Delays caused by circumstances for which the customer is responsible (e.g. late approvals, lack of information or changes after the order has been placed) shall lead to a corresponding extension of the delivery and performance deadlines.
4. Delivery and performance deadlines shall be extended appropriately in the event of force majeure and other unforeseeable events for which MetaPlast Solutions is not responsible and which make delivery or performance significantly more difficult or impossible. These include in particular operational disruptions, official measures, transport blocks or failures of upstream suppliers.
5. MetaPlast Solutions is entitled to make partial deliveries, provided that these are reasonable for the customer and the purpose of the contract is not threatened.
6. By default, delivery is made via a commissioned transport company. The delivery period includes the usual delivery time of these service providers. The customer acknowledges that delivery delays attributable to the transport company are beyond the control of MetaPlast Solutions and therefore do not justify any claims against MetaPlast Solutions.

§ 5 Retention of title

1. MetaPlast Solutions retains title to all delivered products, developments and services (hereinafter 'reserved goods') until full payment of all invoice amounts plus any interest on arrears and ancillary costs. Retention of title by the customer is expressly not recognised.
2. The customer undertakes to store the reserved goods with due commercial care for MetaPlast Solutions and to insure them adequately at his own expense against fire, water, breakage, theft and other damage. The conclusion of appropriate insurance contracts must be proven upon request. Upon conclusion of the contract, the Customer assigns all claims from these insurance contracts to MetaPlast Solutions as security; MetaPlast Solutions hereby accepts the assignment.
3. In the event of seizure or other access by third parties to the reserved goods, the customer must immediately notify MetaPlast Solutions in writing and provide all documents necessary to protect the property rights. The customer is obliged to immediately point out the ownership of MetaPlast Solutions in case of foreclosure. The costs of defence against such interventions shall be borne by the customer.
4. The customer is only permitted to process, combine or mix the reserved goods in the ordinary course of business. Such processing is carried out on behalf of MetaPlast Solutions, which acquires co-ownership of the newly created goods in the ratio of the value of the delivered reserved goods to the total value of the new item. The obligations of the Customer according to point 2 shall also apply accordingly to the newly created item.
5. The customer is entitled to resell the reserved goods or new products created from them in the ordinary course of business subject to retention of title. The Customer hereby assigns all claims arising from the resale in the amount of the invoice value of the respective reserved goods to MetaPlast Solutions as security, which hereby accepts the assignment. In the case of co-ownership of MetaPlast Solutions in the sold item, the assignment applies to the extent of the proportionate value. Upon request, the Customer is obliged to disclose the purchasers and the assigned claims. Pledging or transfer by way of security of the reserved goods is not permitted.
6. In the event of breach of contract by the customer - in particular in the event of default of payment - MetaPlast Solutions is entitled to take back the reserved goods at the customer's expense, to demand the assignment of any claims for return against third parties and to revoke the customer's right to process, combine, mix or resell. The assertion of these rights does not constitute a cancellation of the contract, unless otherwise provided by law. MetaPlast Solutions is entitled to realise the reserved goods in the open market and to offset the proceeds against the outstanding claims.
7. The customer grants MetaPlast Solutions and its authorised representatives the irrevocable right to enter the business or storage premises during normal business hours for the purpose of taking back the reserved goods.

§ 6 Performance documents, tools, documentation

1. All designs, drawings, models and tools created by MetaPlast Solutions remain the intellectual property and sole property of MetaPlast Solutions, unless explicitly agreed otherwise.
2. Documents provided by the customer must be returned to him on request. Documents not returned may be destroyed after 6 months.
3. Tools, moulds and technical aids remain the property of MetaPlast Solutions and are stored at the customer's request (max. 1 year). After that, a storage fee may be charged or they may be disposed of.

§ 7 Warranty and notice of defects

1. Due to the technical nature and sensitivity of the delivered products, the customer is obliged to carefully inspect the goods immediately after delivery, in any case before use or further processing, for quantity, quality and warranted characteristics. Obvious defects must be reported in writing within 10 calendar days of delivery at the latest, otherwise all warranty claims are excluded.
2. The warranty does not apply to defects and damage that only arise after the transfer of risk and are due to causes that are not the responsibility of MetaPlast Solutions. The customer bears the burden of proof that an alleged defect already existed at the time of the transfer of risk. § Section 924 sentence 2 ABGB does not apply.
The warranty is excluded in particular for products
 - a) which have been exposed to exceptional environmental influences such as strong temperature fluctuations, high humidity, dust, gas, magnetic fields or other non-standardised conditions after the transfer of risk;
 - b) which have been used, modified or extended contrary to the specifications or instructions of MetaPlast Solutions;
 - c) to which unauthorised interventions have been made by the customer or third parties;
 - d) that have been damaged by interconnection with unauthorised devices, unless the customer can prove that the fault is not attributable to this connection;
 - e) whose damage is due to improper assembly, commissioning, modification or repair not carried out by MetaPlast Solutions, to incorrect or negligent handling or to natural wear and tear.
3. Further inspection and complaint obligations according to §§ 377, 378 UGB remain unaffected. Production-related deviations within the tolerances customary in the industry do not constitute a defect. In the event of a breach of the obligation to inspect and give notice of defects, all warranty claims and claims for damages shall lapse.
4. Upon request, the customer must give MetaPlast Solutions the opportunity to inspect the claimed defect on site or to provide a sample or the affected goods. Transport or breakage damage must be documented and the goods must be left in the condition in which they were found. If the customer does not fulfil this obligation, any warranty claim shall be void.

5. The selection, ordering and use of the products is the sole responsibility of the customer. The customer is also solely responsible for obtaining any necessary official authorisations. Metaplast Solutions accepts no responsibility for this.
6. In the case of defects that are notified in due time and are justified, the warranty shall be provided at the discretion of MetaPlast Solutions by repair, replacement delivery or an appropriate price reduction.
7. Properties of prototypes shall only be deemed guaranteed if they have been expressly confirmed in writing.

§ 8 Liability

1. MetaPlast Solutions is not liable - unless otherwise provided for by mandatory statutory provisions - for indirect or consequential damages, consequential damages, loss of profit, pure financial loss, damages from breach of warranty or product liability, unless this has been expressly assumed.
2. Insofar as liability cannot be excluded by law, it shall be limited to intent and gross negligence. Liability shall in any case be limited to the amount of the respective order value. Any further liability - in particular for slight negligence - is excluded.
3. MetaPlast Solutions shall not be liable for delays in delivery due to circumstances beyond its control. This includes in particular delays in delivery by upstream suppliers, transport companies, force majeure or official orders.
4. MetaPlast Solutions shall only be liable for data loss to the extent that would have been unavoidable even if the customer had backed up the data provided or created by him immediately after each processing by suitable backup measures (e.g. machine-readable copies). Any further liability for data loss is excluded.

§ 9 Secrecy

1. MetaPlast Solutions undertakes to treat all confidential information and business secrets of the customer that become known in the course of the business relationship as confidential and not to pass them on to third parties, unless there is a statutory duty of disclosure or the customer expressly consents to their disclosure in writing.
2. The customer undertakes to treat all business, economic, technical or other confidential information that has become known to him in the context of or on the occasion of the cooperation with MetaPlast Solutions as strictly confidential. This obligation also applies beyond the termination of the business relationship, unless MetaPlast Solutions has given its express written approval. The customer must also ensure that his employees, subcontractors or other vicarious agents are bound to confidentiality. This obligation must be documented and proven to MetaPlast Solutions upon request.
3. In addition, the customer undertakes to maintain confidentiality towards third parties with regard to all content, concepts, solutions or documents developed by MetaPlast Solutions. Should it be necessary to pass on project-related

information to third parties (e.g. toolmaking companies, marketing agencies, etc.) in the course of the project, this must be agreed with MetaPlast Solutions in advance. In such a case, the confidentiality obligation shall be extended accordingly to the third parties involved.

4. Unilateral revocation or cancellation of the confidentiality obligation by the customer is excluded. Changes or exceptions require the written consent of MetaPlast Solutions.

§ 10 Final provisions

1. Amendments or supplements to the GTC must be made in writing.
2. Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.
3. Place of fulfilment and jurisdiction is, as far as legally permissible, the registered office of MetaPlast Solutions.
4. Austrian law shall apply.