

General Sales and Delivery Terms and Conditions

(September 2021)

1. SCOPE OF APPLICATION

1.1 These General Sales and Delivery Terms and Conditions ("GTC") apply to all offers as well as to all agreements of a contractual nature, however these may be designated, in which Meta-Care GmbH ("Meta-Care") is the provider or supplier of products and/or services ("Products", "Services") to another party ("Customer"). Meta-Care and the Customer will be also referred hereinafter to as "Party" or jointly as "Parties".

1.2 Our quotations are understood without commitment unless they are expressly defined as binding. Our offers do not represent a binding offer in a legal sense; they are only a request to the Customer to make a binding offer based on our quotation. The contract between the Customer and us shall only come into effect after we have accepted the Customer's offer by issuing a written confirmation (e.g. by email).

1.3 These GTC are recognized with the order of the Customer. Conditions of the Customer that contradict or deviate from these GTC do not apply unless Meta-Care has expressly agreed to their validity in writing.

1.4 At the latest when placing the order, the Customer must draw Meta-Care's attention to the statutory, official and other regulations or standards relating to the execution of the Product deliveries and/or Services. Unless otherwise agreed the Products and Services fulfill all requirements due to regulations and standards applicable at the customer's seat.

2. DELIVERY, TRANSPORT AND INSURANCE

2.1 Meta-Care carefully packs the Products. The Customer will be charged for the packaging at prime costs.

2.2 Meta-Care must be informed in good time of any special requests relating to shipping and insurance.

2.3 The transport takes place at the expense and risk of the Customer. The dispatch takes place via the carrier designated by the Customer, who takes all export arrangements in the case of an export out of the EU area. If the Customer has not designated a carrier, Meta-Care commissions a carrier with the dispatch. Complaints in connection with the transport must be addressed by the Customer to the last carrier immediately upon receipt of the delivery or the freight documents.

2.4 All import arrangements for the import into the country of destination must be made by the Customer or a representative appointed by him.

2.5 Insurance against damage of any kind is the responsibility of the Customer, unless otherwise agreed. Even if Meta-Care takes care of the insurance according to a separate agreement with the Customer, the insurance is at the Customer's expense.

2.6 The order confirmation is decisive for the scope and execution of the delivery and service. Material or services that are not included will be charged additionally.

2.7. We reserve the right to make design changes and technical changes.

3. RETENTION OF TITLE

3.1 Transfer of risk to the Customer takes place upon handover.

3.2 Ownership of the Products passes to the Customer when Meta-Care has received the full purchase price.

3.3 The Customer is obliged to participate in all actions required to protect Meta-Care's property; in particular, upon conclusion of the contract, he authorizes Meta-Care to enter or note a retention of title in public registers, books or similar in accordance with the relevant state laws and to fulfill all related formalities at the customer's expense.

3.4 The Customer will maintain the delivered Products at his own expense for the duration of the retention of title and insure them against theft, breakage, fire, water and other risks in favor of Meta-Care. He will also take all measures to ensure that Meta-Care's ownership to property is neither impaired nor canceled.

4. DELIVERY TIME

4.1 The agreed delivery period begins with the acceptance of the order by Meta-Care and after all technical requirements of the Customer have been transmitted in full.

4.2 The delivery period is extended appropriately if the information required to execute the order is not received by Meta-Care in good time or if it is subsequently changed by the Customer, if payment deadlines are not met, letters of credits are opened too late or necessary import licenses do not arrive at Meta-Care in time.

5. INSPECTION AND ACCEPTANCE OF DELIVERY

5.1 The Customer must check the delivery immediately upon receipt and immediately notify Meta-Care of any defects in writing. If he fails to do so, the Products and Services are deemed to have been approved.

6. PRICES AND FEES

6.1 Unless otherwise agreed in writing, the prices of Meta-Care are net, FCA Akazienhofstrasse 20, 9020 Klagenfurt (Incoterms in the currently valid version), in EURO, without packaging, transport, insurance, any taxes, notarizations, customs fees, fitting, installation and commissioning.

6.2 Meta-Care reserves the right to charge a minimum quantity surcharge for invoice amounts below EUR 250.00.

6.3 If, as an exception, prices are agreed in a currency other than EUR, Meta-Care is entitled to adjust the prices if the exchange rate of the agreed currency against the EURO changes by more than 1.5%. The starting point is the exchange rate specified in the agreement. If the base rate is mistakenly not mentioned in the agreement, the exchange rate (foreign exchange, purchase) at the time of the offer accepted by the Customer is decisive as the basis.

6.4 Meta-Care reserves the right to change prices for orders that have already been accepted in the event of an increase in material procurement costs.

7. INVOICING AND PAYMENT

7.1 Meta-Care will invoice the full price for the Products and any other items/Services. Each payment is due no later than fourteen (14) days without prior reminder after the invoice has been issued and notification of readiness for dispatch, unless otherwise agreed with the Customer.

7.2 For deliveries abroad, Meta-Care reserves the right to only deliver against prepayment.

7.3 The method of payment is agreed in the offer or in the order confirmation.

7.4 Payments are deemed to have been made when the payment amount has been received on Meta-Care's bank account. The Customer bears all bank charges as well as other costs and expenses associated with the payment.

7.5 In the event of default in payment by the Customer, default interest of 12% above the base rate of the Austrian National Bank has to be paid annually and as well all collection costs have to be paid by the Customer.

8. TECHNICAL DOCUMENTS

8.1 Brochures and catalogs are not binding without a separate agreement. Information on the product data sheet is only binding if it is expressly guaranteed.

8.2 Meta-Care reserves the right to make technical changes without separate notification due to technical improvements.

8.3 Meta-Care reserves all rights to technical documents that has been handed over to the Customer. The Customer acknowledges these rights and will not make the documents accessible to third parties or use them outside of the purpose for which they were given to him without Meta-Care's written consent.

8.4 If the order is not placed, the documents provided with the offer must be returned to Meta-Care upon request.

9. CONFIDENTIAL INFORMATIONEN

9.1 "Confidential Information" means all information that Meta-Care makes available to the Customer or information, data, trade and business secrets that have become known to the Customer in connection with or due to a business relationship or contact with Meta-Care. The Customer will (a) keep Confidential Information confidential; (b) not disclose it to any third party; (c) only use them for the service described here; (d) return to Meta-Care or destroy any documents and/or data carriers containing Confidential Information, including all copies, as soon as and to the extent that the Confidential Information is no longer required and/or the respective order is completed, whichever of these events is earlier. The confidentiality obligation continues for a period of two (2) years after the termination of this contract/business relationship.

9.2 Any advertisement and publications with regard to business relationships with us as well as the naming of us as a reference or the inclusion of us in a reference list requires our prior written consent.

10. LIMITATION OF LIABILITY

10.1. Meta-Care's liability to the Customer for any damage, costs, expenses and claims for any legal reason arising from or in connection with an order/Product and/or its execution is limited to liability for direct damage and only occurs in the event of intent and gross negligence and in no case exceeds the total value of the order in question (excluding VAT and other charges) for each damage-causing event and, in the case of a series of related damage-causing events, for these jointly. Claims for damages by the Customer expire six months after knowledge of the damage and the Party responsible.

10.2 Meta-Care is under no circumstances liable for indirect damage, consequential damage and financial damage, lost profit, loss of interest, damage from claims by third parties, lack of savings, damage due to standstill or business interruption, loss, restoration or change of data or repayment of price reductions granted to third parties

10.3 The limitations of liability according to this section 10 do not apply in the event of physical injury or impairment of health or death

10.4 Meta-Care assumes no liability for industrial property rights.

11. WARRANTY

11.1 Meta-Care guarantees to the Customer that the Products are free from material defects. The Customer bears the burden of proof that the defect already existed when the risk was transferred. The applicability of § 924 ABGB is excluded. If a Product has a material defect, Meta-Care will, at its own discretion and expense, repair or replace the Product with regard to material and labor.

11.2. Guaranteed characteristics are only those that are expressly designated as such in the product data sheet. Other manufacturer information such as brochures and catalogs are non-binding. The assurance is valid until the expiry of the warranty period at the latest. Meta-Care is not liable for the success of the application.

11.3 The warranty period is 12 months from delivery.

11.4 The RMA (Return Material Authorization) process must be used to process warranty claims. The current and binding provisions of the RMA process are available on the Meta-Care website.

11.5 In the case of a replacement delivery, the defective material must be returned to Meta-Care at Meta-Care's first request within ten days of receipt of the replacement delivery. Meta-Care bears the costs for returning the products.

11.4 The warranty expires prematurely if the Customer or a third party makes improper changes or repairs or if the Customer does not immediately take all suitable measures in case of a defect to reduce the damage and give Meta-Care the opportunity to remedy the defect.

11.5 § 933b ABGB is not applicable.

11.6 The guarantee does not cover damage that cannot be proven to have arisen as a result of poor material, faulty construction, poor workmanship or other reasons for which Meta-Care is responsible.

11.7 § 377 UGB is not applicable.

11.8 The subsequent delivery of Products takes place with new or as good as new Products and only against return of the defective Product. Returned Products for which a subsequent delivery has been made become Meta-Cares property. The warranty provisions of this section 11 apply to subsequently delivered Products, whereby the warranty period set for the originally delivered Product applies.

12. FORCE MAJEURE

12.1 In the event of force majeure, such as epidemics, mobilization, war, civil commotion, strikes, terror, forces of nature etc., as well as in the event of lack of staff, delays in the delivery of important parts by our suppliers, disruption of operations, unpredictable damage to the system, energy deficient, transport hindrances or accidents, bans on imports, exports or passage in transit imposed by the authorities and any resulting difficulties, traffic disruptions, transport and customs clearance delays, which affect us or one of our suppliers we shall be entitled either to extend the delivery periods as the said events or their consequences persist or to withdraw, entirely or partially, from the contract as long, excluding any claims for damages on the Customer's part. Lockouts or similar circumstances that render it difficult or impossible for us to deliver the Products shall be considered equivalent to force majeure, irrespective of whether the said circumstances affect us or one of our supplier.

13. EXPORT CONTROL, COMPLIANCE

13.1 The Customer commits himself and is obliged to provide without delay at any time on our request all requested information, data and documents, of any nature whatsoever, for the identification of the Customer and its ultimate beneficial owners (UBO), as it is, for example, necessary for anti-money-laundering regulations or the control of sanction lists or according to any other provisions and laws. The Customer is obliged to inform immediately about all changes of already given information, data and documents in course of the present provision.

13.2 It is explicitly stated that the fulfilling of our contractual obligations is subject to the condition that the fulfillment is not prevented by any impediments arising out of national or international laws and provisions, in particular, regarding foreign trade laws, or by any embargos or any other sanctions. If one of the contractual Parties is subject to sanctions or embargos and the other Party is no longer permitted by law – in particular pursuant to foreign trade laws – to trade with the other Party, the Parties will immediately terminate the business relationship. In this case, each Party has to bear its own costs.

13.3 The Customer shall carefully consider and comply with all provisions governing cross-border trade, in particular, foreign trade laws. Further, the Customer shall comply with all provisions regarding to anti-corruption, competition law as well as tax law.

4. ASSIGNMENT, SUBCONTRACTORS

14.1 Meta-Cate is entitled to transfer any order or all or individual rights and obligations from any order to (a) a company affiliated with Meta-Care or (b) a company to which Meta-Care sells, leases or transfers all or essential assets that Meta-Care has in connection with the execution of the order in question. Meta-Care is entitled to work with subcontractors for all or individual services that Meta-Cate has to provide under the respective contract.

15 SET-OFF

15.1 Offsetting by the Customer against our claims with counterclaims of whatever kind is not permitted.

16. APPLICABLE LAW AND JURISDIKTION

16.1 The contract/GTC shall be governed by Austrian law with the exclusion of the reference norms of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG). This applies also for issues regarding the conclusion of contracts as well as legal consequences after termination.

16.2 If the Customer has its seat within the European Union, all disputes of any nature whatsoever that may arise in connection with the contract/GTC, including the validity, breach, termination or nullity thereof, will be decided by the competent court in Klagenfurt am Wörthersee, Austria.

16.3 If the Customer has its seat outside the European Union, the following arbitration clause will be applicable: All disputes or claims arising out of or in connection with the contract/GTC, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one or three arbitrators appointed in accordance with the said Rules. Place of arbitration is Klagenfurt am Wörthersee, Austria. Language of arbitration shall be English.

17. SEVERABILITY

17.1 If any provision of this GTC shall be entirely or partly invalid or unenforceable, this shall not affect the legal validity of all other provisions. The Parties shall replace the invalid or unenforceable provision by such valid and enforceable provision that as closely as possible reflects the intent and purpose of the invalid or unenforceable provision.