

GENERAL SALES TERMS AND CONDITIONS

1. General

1.1 These General Sales Terms and Conditions apply to all offers and to every sale and/or delivery of goods or service implemented by UAB „Metaco“, with its registered office at Draugystės g.17K-3, LT-51229 Kaunas, reg. No. 252656680 (hereinafter refers to „Metaco“). These General Sales Terms and Conditions govern supplier-customer relationships in the sale of goods and services between Metaco and business partners (hereinafter the “buyer”).

1.2 Buyer's and/or orderer's or any other conditions which are different from our General Sales Terms and Conditions are not binding for us, except if previously confirmed by Metaco in writing.

1.3 An agreement on deviation of individual items from any item from the General Sales Terms and Conditions of the company Metaco confirmed in writing has no influence on the remaining items and/or stipulations of these General Sales Terms and Conditions.

1.4 By entering into an agreement with Metaco, the buyer and/or orderer accepts and/or acknowledges these General Sales Terms and Conditions which complete any separate agreements between contracting parties and they are binding on both parties.

2. Offers, inquiries

2.1 All offers by the company Metaco are binding on the company by the date specified in the offer.

2.2 Proforma-Invoice issued shall be deemed as an offer. In such event, obligations of Metaco start running from the date when Proforma-Invoice amount is paid, however, only if payment is made within the time limit as specified in the Proforma-Invoice. If payment according to Proforma-Invoice is made after the time limit in Proforma-Invoice, then Metaco is not bound to fulfill its obligations if it has informed the buyer and/or orderer of this within 8 days. In such event, Metaco binds itself to return complete value received according to Proforma-Invoice within 8 days from such notification.

2.3 Offer contains all essential elements of an agreement which means that when offer is accepted, the agreement is concluded as well.

2.4 Buyer's and/or orderer's inquiry submitted prior to an offer given by Metaco shall be deemed as an order. Agreement is concluded when Metaco has confirmed such order in writing.

3. Conclusion of Agreement

3.1 Any legally valid consent of intention between the buyer and/or orderer and Metaco shall be deemed as conclusion of an Agreement, in particular a written acceptance of the offer submitted by Metaco to the buyer and/or orderer and a written confirmation by Metaco of the order given by the buyer and/or orderer prior to the offer.

3.2 Obligations of Metaco towards buyer and/or orderer from the concluded Agreement are legally binding upon Metaco from the conclusion of the Agreement onwards.

3.3 If the buyer and/or orderer cancels the Agreement, stipulations of the law of Republic of Lithuania shall apply. In any event, he shall compensate Metaco for every cost and damage suffered by Metaco in connection with Agreement cancellation.

4. Prices

4.1 Our prices are understood as »ex works Metaco, INCOTERMS 2020«, unless the offer, which was accepted, or the order confirmation or any other document representing a concluded sales Agreement with the buyer and/or orderer stipulates a different agreement.

4.2 Agreement on price forms an integral part of the Agreement.

4.3 Material Price Adjustments

If raw material prices (steel, aluminum, stainless steel) increase by more than 10% between the date of order confirmation and delivery date due to market fluctuations, Metaco reserves the right to adjust the agreed price accordingly. The buyer will be notified in writing of such adjustments with supporting documentation (e.g., supplier price indices). Such adjustments shall be based on publicly available metal price indices.

4.4 Design Changes and Engineering Fees

Any design modifications, additional engineering work, or technical drawings requested after order confirmation can be charged separately at a rate of 60 EUR per hour unless otherwise agreed in writing. Changes requiring new tooling or setup adjustments will incur additional costs to be agreed upon before implementation.

5. Payment Terms

5.1 Payment term is the deadline when the complete amount of individual invoice originating from the concluded Agreement has to be remitted to the bank account of Metaco as specified in the invoice. Payment shall be considered as effected when money has come to the bank account of Metaco.

5.2 Unless otherwise agreed in writing, payment of all invoices has to be made in cash and without deductions within 30 days from delivery date.

5.3 A discount for payment (early payment discount) in cash requires a separate agreement. This discount can be granted only if the buyer and/or orderer has no outstanding debt against Metaco.

5.4 If customer and/or orderer is in delay with payment, he also has to pay legal interest for default, unless there is an explicitly different agreement made.

5.5 If buyer's and/or orderer's payment was postponed by Metaco, and it is not settled in full value even in such a deferred payment term, the invoice shall be considered as fully due for payment already on the first date of maturity which means that buyer and/or orderer shall be liable to pay legal interest of default already from that date of maturity till payment. By accepting these General Sales Terms and Conditions, the buyer and/or orderer waives any objection to such postponed maturity and he acknowledges the first agreed maturity as the only undisputed maturity of invoice.

5.6 If buyer and/or orderer is in arrears with payment of two or more invoices, or if his essential reduction of financial solvency or bad property status or a heavy financial situation becomes known, and if he cannot provide sufficient security as required by Metaco, then all existing claims shall fall due for immediate payment. Metaco shall then have the right to execute all open deliveries only on the basis of an advance payment or it can withdraw from the Agreement in a reasonable time; in any case, Metaco can claim damages if it has suffered any legally acknowledged damage in this connection. In addition, Metaco shall be entitled to prohibit any further disposal or sale and processing of the supplied goods, and to demand their return shipment at the expense of buyer and/or orderer. The buyer provides already now his agreement to returning the supplied goods in such events.

5.7 If parties agree on payment with L/C, then such L/C shall be irrevocable and confirmed. If L/C is not opened by the agreed date or if it does not comply with the agreed or common commercial conditions, then Metaco shall be entitled to withdraw from the Agreement and to charge the cost it has suffered in this connection.

5.8 In the event that substantive defects are brought into force for the supplied goods, payment term does not automatically prolong. Payment term shall be prolonged only after Metaco has acknowledged in writing first that the supplied goods contained substantive defects .

5.9 If buyer and/or orderer is essentially in delay with payment of at least one invoice, Metaco is entitled to change payment term for currently ordered goods or even to withdraw from the order, whereby the buyer and/or orderer cannot make any claims whatsoever against Metaco as a result of such change of Agreement and/or such withdrawal from the Agreement.

6. Reservation of Proprietary Rights

6.1 Metaco shall retain its proprietary rights over the supplied goods until fully paid and/or until buyer and/or orderer has fully fulfilled his obligations in connection with the supplied goods, including payment of any cost for reminders and default interest.

6.2 Buyer and/or orderer shall participate in all measures necessary to protect the ownership and/or proprietary right of Metaco over the sold goods, which are subject to reservation of proprietary rights, until he has fulfilled all his obligations.

6.3 All claims and additional rights out of sale under reservation of proprietary rights also apply to goods which are meant for further processing. In such event, Metaco shall obtain a co-ownership right on the new object in proportion to the value of its goods (under its reservation of proprietary rights) to their complete value.

7. Delivery Term

7.1 Delivery term and/or date of delivery is the date which is written in the Agreement as the date on which Metaco fulfills its delivery obligation in accordance with Agreement.

7.2 The agreed delivery term and/or date of delivery shall be met. Unless a firm date is defined as delivery date, delivery term shall start running on the date when Agreement is concluded which also indicates the date when buyer and/or orderer has accepted the offer and/or when Metaco has confirmed the order.

7.3 In case of a delayed delivery, Metaco shall inform hereof the buyer and/or orderer and name a new delivery term and/or delivery date.

7.4 Delivered quantities of ordered goods have to comply with international standards. Deviations are possible if expressly confirmed. If buyer and/or orderer receives larger quantity delivered, the same price shall be paid for these goods as applicable for the agreed quantity.

7.5 International Commercial Terms of the International Chamber of Commerce in Paris (INCOTERMS shall apply, as amended from time to time, except for conditions which are explicitly subject to a different agreement. The actual sales Agreement (evident from accepted offer and/or order confirmation) contains a specific INCOTERMS regulation which applies.

7.6 Manufacturing Tolerances

All manufactured sheet metal parts comply with standard manufacturing tolerances according to EN 1090, EN 14782, or ISO 2768-m (medium class) unless tighter tolerances are specified in writing in the order confirmation. Deviations within these standard tolerances shall not constitute grounds for rejection or claims. Tighter tolerances require separate written agreement and may result in additional costs.

8. Packing, Shipment, Transfer of Risk

8.1 Price given in our offers and in the Agreement also contains packaging and protection as necessary to prevent any damage arising under normal transport conditions during transport to the destination specified in the Agreement. All deviations have to be agreed upon in writing.

8.2 The place of surrender and/or dispatch is stipulated in each Agreement.

8.3 The risk of damage and/or loss of goods shall be evaluated in consideration of INCOTERMS rules as agreed in each separate case.

9. Samples, Patterns, Trade Mark

9.1 Production means (patterns, samples, tools, drawings, etc.) owned by any of the contracting parties cannot be sold, put in pledge or in any way alienated or encumbered by the other contracting party without a prior written permission of the owner nor is a third person allowed to have access to these or to use these for a third person.

9.2 Goods bear the symbol of Metaco and the trade name of Metaco, except if there is a different agreement.

9.3 Tooling and Dies Ownership

Unless expressly agreed otherwise in writing, all tools, dies, molds, patterns, and fixtures created or purchased specifically for the buyer's order remain the property of Metaco, even if the buyer has contributed to their cost. Metaco retains the right to use such tooling for production of the buyer's subsequent orders. Tooling storage beyond 24 months after last order may incur storage fees.

10. Liability for Defects

10.1 Metaco shall be liable for the quality of the supplied material in accordance with technical data and Agreement made between both contracting parties.

10.2 All claims from the title of defects which are submitted by e-mail have to be sent by the buyer and/or orderer also by post with a registered letter to the address of Metaco.

10.3 Buyer has to notify the supplier in writing of any deviation in the quantity or quality of the supplied goods and/or he has to send a claim within 8 days after the receipt of goods at the latest. The same applies to the ordering party in regard to services.

10.4 Buyer has to file a written claim for hidden defects and/or hidden deviations of quality immediately after their discovery, however, no later than within 6 months from the receipt of goods, and he has to attach adequate samples and data, or he loses all his rights from this title. The same applies to the ordering party in regard to services.

10.5 If claims are not provided in due time, goods shall be considered to completely comply with demands and the buyer and/or orderer loses all his rights from the title of defects on goods.

10.6 If demanded by Metaco, the buyer and/or orderer has to immediately return the claimed goods and/or individual samples as necessary for examination of justification of the claim. Otherwise, Metaco cannot evaluate if the claim is justified and can then also not be held liable for elimination of defects. Its obligations shall start running only after the receipt of claimed goods and/or separate samples.

10.7 Metaco binds itself to provide a reply to claims within 30 days after the receipt of sample at the latest.

10.8 If claims for inspection to be implemented by Metaco are found justified, Metaco has to grant the buyer one of the following options:

- goods are taken back and replaced by faultless goods – hereunder providing another goods free of defect, or
- goods are taken back, costs reimbursed, or
- buyer and/or orderer keeps goods with a defect, receiving a lower purchase price.

If inspection carried out by Metaco confirms justification of claims, then the orderer has to receive one of the following options:

- defect is eliminated within a reasonable term, or
- defect is not eliminated and the orderer is granted a lower purchase price.

Any of the above options for the buyer and/or orderer has to be agreed upon expressly by both contracting parties.

10.9 If buyer's and/or orderer's claim is acknowledged as justified, Metaco then binds itself to eliminate the defect in the shortest possible time limit.

10.10 Any claim resulting from inadequate use of goods, unauthorized or incompetent interference into goods, as well as from inadequate, deficient or negligent handling with goods shall be excluded from any consideration. This includes but is not limited to: improper welding techniques applied by the buyer, exposure to corrosive environments without agreed protective coatings, modifications to load-bearing structures, use beyond specified load capacities, and failure to follow storage and handling instructions provided by Metaco.

11 Confidentiality

11.1 Both contracting parties shall keep confidential and not disclose to a third party any business information obtained in connection with the concluded agreement which contains these General Sales Terms and Conditions as its integral part.

11.2 Data Protection and GDPR Compliance

Both contracting parties commit to comply with EU General Data Protection Regulation (GDPR) and Lithuanian data protection laws when processing any personal data in connection with this Agreement. Each party acts as an independent data controller and is responsible for its own compliance obligations. Personal data will be processed only for purposes related to the fulfillment of contractual obligations and will not be shared with third parties without legal basis or consent.

11.3 Anti-Corruption and Business Ethics

Both parties confirm that they comply with all applicable anti-corruption laws and regulations. Neither party shall offer, promise, give, request, or accept any bribes, kickbacks, or other improper payments in

connection with this Agreement. Any violation of this provision entitles the other party to immediately terminate the Agreement without liability.

12 Force Majeure

12.1 In case of Force Majeure, contracting parties shall be exempt from fulfilling their contractual obligations for the same extent of time to which they are hindered from meeting their obligations as a result of Force Majeure consequences. Force Majeure includes but is not limited to: war, armed conflict, sanctions, pandemic, natural disasters, government restrictions, energy supply interruptions, and critical raw material shortages beyond the control of either party. Should these consequences exceed the period of three (3) months, adequate measures are to be taken to protect each party's interest.

12.2 Force Majeure refers to events which may appear after concluding the Agreement due to unforeseen and unexpected events which are acknowledged as Force Majeure by the Lithuanian court.

13 Applicable Law

13.1 Law of Republic of Lithuania shall apply to the circumstances which are not defined in these General Sales Terms and Conditions. The application of Vienna Convention is expressly excluded.

14 Disputes

14.1 Any disputes arising from or in connection with the Agreement concluded between buyer and orderer on one side, and Metaco on the other one, which contains these General Sales Terms and Conditions as its integral part, shall be solved by the court of competent subject-matter and territorial jurisdiction (for the registered seat of Metaco) in the Republic of Lithuania.

15 Final Stipulations

15.1. These General Sales Terms and Conditions shall apply for an indefinite time period and/or until they are replaced with new ones.

15.2. Any modifications and supplements of these stipulations are binding only if confirmed by Metaco and the buyer and/or orderer in writing.

Metaco

Kaunas, February 2026

✓ Last update January 2026