
Privacy, Terms, Warranties and Conditions of Sale

Privacy notice / Privacy Policy

1. Name and contact details of the responsible body

metaSysX GmbH

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2. Collection and storage of personal data; Nature, purpose and use

When using our services, the following information is collected:

- Title, first name, last name
- Address
- E-Mail-Address
- Telephone number (landline and/or mobile)
- If necessary fax number (if available and desired)

The processing of the personal data takes place on the occasion of your inquiry with us and is necessary for the mentioned purposes for the processing of your order and for the fulfillment of obligations from the underlying contract. The collection of personal data takes place

- to identify you as a customer;
- to give you adequate advice;
- to fulfill our contractual obligations to you;
- to comply with our legal obligations:
- for correspondence with you;
- for invoicing or, if necessary, in the context of the dunning process;
- for the purposes of permissible direct mail;
- to assert any claims against you.

The personal data collected will be stored until the end of the statutory retention period for merchants (6, 8 or 10 years after the end of the calendar year in which the contractual relationship was terminated) and then deleted. By way of exception, this does not apply if we are obliged to store for longer periods due to tax or commercial storage requirements (according to HGB, StGB or AO) or if you have consented to an additional storage.

3. Disclosure of data to third parties

A transfer of your personal data to third parties does not take place. Exceptions to this apply only to the extent necessary for the execution of contractual relationships with you. This includes, in particular, the transfer to service providers commissioned by us (so-called sub-contractor) or other third parties whose activity is necessary for the performance of the contract (eg shipping companies or banks). The transferred data may only be used by the third parties for the stated purposes. The transfer of your data to other third parties is otherwise only if we are legally obliged to do so.

4. Your rights as an affected person

As person affected by the procession of data, have various rights:

- Right of Withdrawal: You can revoke your consent at any time. The data processing, which is based on the revoked consent, may then no longer be continued in the future.
- Right to information: You can request information about your personal data processed by us. This applies in particular to the purposes of data processing, the categories of personal data, if applicable the categories of recipients, the duration of storage, if applicable the origin of your data and, if applicable, the existence of automated decision-making including profiling and possibly meaningful information about their details,
- Right of rectification: You may request the correction to be incorrect or to complete your personal data stored with us.
- Cancellation: You may request the deletion of your personal data stored with us, as far as their processing is not required to exercise the right to freedom of expression and information, to fulfill a legal obligation, for reasons of public interest or to assert, exercise or defend legal claims is.
- Right to restriction of processing: You may request the restriction of the processing of your personal data, as far as the accuracy of the data is disputed by you, the processing is unlawful, but you reject its deletion. You also have this right if we no longer need the information, but you need it to assert, exercise or defend your rights. In addition, you have this right if you have objected to the processing of your personal data;
- Data transferability: You may request that we provide you with the personal information you have provided to us in a structured, common and machine-readable format. Alternatively, you may request, as far as possible, the direct transfer of personal information you have provided us to another person in charge.
- Right of appeal: You can complain to the supervisory authority responsible for us, e.g. if you believe that we are processing your personal information in an unlawful manner. The competent authority for us is: Die Landesbeauftragte für den Datenschutz und für das Recht auf Akteneinsicht Brandenburg (LDA Brandenburg), Stahnsdorfer Damm 77, 14532 Kleinmachnow, Germany

5. Your right to object

If we process your personal data on the basis of a legitimate interest, you have the right to object to this processing. If you would like to exercise your right of objection, a text message is sufficient. So, you are welcome to send us a fax or write us an e-mail. Our contact details can be found on top of this privacy policy.

6. Data processing via our website

- a. **Also on our website www.metasysx.com the processing of certain personal data, including name, email address, as well as online ordering history and newsletter registration information, as they are voluntary provided by the visitor.**

metaSysX undertakes the same data protection efforts and will only disclosure data to third parties as mentioned in 3. and you have the same rights than stated above (see 4. and 5.) Every access to our homepage and every retrieval of a file stored on the homepage is logged in server log files. The storage serves internal system-related and statistical purposes. To be logged: Date and time of retrieval and name of the retrieved file, Transmitted amount of data and message about successful call, Webbrowser and used IP address, requesting domain, Operating system used.

- b. **Collection of data for the use of offers (e.g. orders, etc.)**

If you want to make use of services offered on our website (e.g. ordering product, etc.), it is necessary that you provide further data. This is the kind of data that is required so that we can process the order placed by you properly and settle it if necessary. This includes name, company name, address, e-mail

address, bank details as well as your specific order or concerns. Further information can be provided voluntarily. Such are marked accordingly by us. The collection or use of your data is for the purpose of fulfilling the order you have placed. Your data will be forwarded to the aforementioned purpose, if necessary, to us supporting service providers, which we have of course carefully selected. These can be service providers who help us with the shipping.

c. Registration function

We offer you the opportunity to register on our site. The data entered in the course of this registration, first name, last name, e-mail address and password are collected and stored exclusively for the use of our offer. By registering on our site, we will also store your IP address and the date and time of your registration. This is in the event that a third party abuses your data and registers with this data without your knowledge on our side, as a hedge on our part. A passing on to third does not take place.

d. Newsletter registration

We are glad to offer you on our website the opportunity to subscribe to our newsletter. With this newsletter we inform you regularly about our offers and news. To receive our newsletter, you need a valid e-mail address. By registering for our newsletter, we will save your IP address and the date and time of your registration. This is in the event that a third party abuses your e-mail address and subscribes to our newsletter without your knowledge, as a hedge on our part. Further data will not be collected on our part. The data collected in this way will be used to obtain our newsletter. You can cancel the subscription to this newsletter at any time. Details can be found in the confirmation e-mail as well as in each individual newsletter.

e. Contact us option

We offer you the opportunity to contact us by e-mail and / or via a contact form. In this case, the information provided by the user will be stored for the purpose of processing his contact.

Terms, Warranties and Conditions of Sale

1. Scope of Application

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. References made by Buyer to his general terms and conditions are hereby rejected. Seller's General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale require the explicit written approval of the Seller. Seller is contracting on the basis that the products are supplied for use in the course of business for research and development and not for private use or consumption in any manner.

2. Offer and Acceptance

Seller's quotations are non-binding offers but must be seen as invitations to Buyer to submit a binding order. These offers are valid for 30 days unless otherwise stated in the quotation. The contract is concluded by Buyer's offer and Seller's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer from the Seller. Seller has the right, from time to time, to add, modify or discontinue any product offering.

3. Product quality, specimens and samples; guarantees

- a. Unless otherwise agreed, the quality of the products is exclusively determined by Seller's product specifications. Identified uses under the European Chemicals Regulation REACH relevant for the products shall neither represent an agreement on the corresponding contractual quality of the products nor the designated use under this contract.
- b. The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the products.
- c. Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and designated as such.
- d. Although Seller endeavors to ensure the correctness, completeness, reliability, timeliness and usability of third-party information, Seller assumes no liability or liability whatsoever to the extent permitted by law.
- e. Seller may, at its sole discretion and without liability, at any time modify or / and discontinue its operation without notice and is not obliged to update the website.

4. Advice

Any advice rendered by Seller is given to the best of his knowledge. Any advice and information with respect to suitability and application of the products shall not relieve Buyer from undertaking his own investigations and tests. Any advice cannot be guaranteed to be secure or error free other than information on the products' specifications and quality, as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or be misinterpreted. The Seller therefore is in no way liable for any errors or omissions in the content of scientific advices. In particular, Seller does not assume any warranty that certain chemical or biological reactions that have been presented are feasible.

5. Prices

- a. Unless otherwise agreed in writing, the Buyer shall purchase the products at Seller's list price in effect on the date of purchase order as reflected on Seller's purchase order confirmation.
- b. Product Prices stated are exclusive of all taxes, fees, licenses, duties or levies ("Taxes") and, unless otherwise stated in an offer transportation charges, packaging, freight and insurance. All Taxes related to Product shall be paid by Buyer (other than taxes assessed against Seller's net income), or in lieu thereof, Buyer shall provide a tax exemption certificate acceptable to the relevant taxing authorities. Taxes and other charges payable by Buyer may be billed as separate item on Seller's invoice.
- c. If Seller's prices or Seller's terms of payment are generally altered between the date of contract and dispatch, Seller may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to Seller within 14 days after notification of the price increase.

6. Payments

Payment terms are net 30 days from the date of Seller's invoice to Buyer and are due without any deduction unless otherwise explicitly agreed on by both parties. If Seller deems a customer have become non-creditworthy, or in some cases of first ordering, Seller reserves the right to require alternative payment terms, including without limitation payment in advance.

7. Electronic billing and payment service

When registering or and / or accepting Seller's electronic billing and/or payment service, Buyer agrees to continually maintain its billing e-mail address and inform Seller immediately of any changes to such e-mail addresses. Seller reserves the right to change or discontinue, permanently or temporarily, the electronic billing service at any time without prior notice. Seller will in that case continue to provide the invoices in paper form. Seller will not be liable to the Buyer or any Third Party for any modification or discontinuance of this service.

8. Delay in Payment

- a. Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.
- b. In the event of a default in payment by Buyer, Seller is entitled to charge interest on the amount outstanding at the rate of 8 percentage points above the base interest rate announced by the German Federal Bank at the time payment is due, if the amount is invoiced in euros, or, if invoiced in any other currency, at the rate of 8 percentage points above the discount rate of the main banking institution of the country of the invoiced currency at the time the payment is due.

9. Place of payment

Regardless of the place of delivery of products or documents, the place of payment shall be Seller's place of business.

10. Delivery

Delivery shall be effected as agreed in the contract. General Commercial Terms shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded. Any delivery dates specified on any order confirmation shall be deemed estimates only. Seller shall not be liable for any claims for damages of the Buyer for late or delayed delivery.

Unless otherwise separately agreed by both parties, Seller has the right, in its discretion, to determine the method of shipment.

11. Compliance with legal requirements

Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the products. Buyer agrees that it will not export or transfer Product for re-export in violation of the German laws or regulations, or to any denied or prohibited person, entity, or embargoed country in violation of such laws or regulations.

12. Damage in Transit

Notice of claims arising out of damage in transit will be lodged by Seller directly with the carrier within the period specified in the contract of carriage in case Seller defined the delivery service provider. In the case that Buyer has chosen to use its delivery service any notice of claims arising out of damage in transit must be lodged by Buyer and Seller shall be provided with a copy thereof.

13. Buyer's rights regarding defective products

- a. Seller must be notified of any defects that can be discovered during routine inspection immediately after receipt of the products; other defects must be notified immediately after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects.
- b. If the products are defective and Buyer has duly notified Seller in accordance with item 13.a, Buyer has its statutory rights, provided that:
 - I. Seller has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement products.
 - II. Seller may make two attempts according to item 13.a.i. above. Should these fail or cause unreasonable inconvenience to Buyer, Buyer may either withdraw from the contract or demand a reduction in the purchase price.
 - III. With regard to claims for compensation and reimbursement of expenses on a defect, item 14 applies.

- c. Buyer's claims for defective products are subject to a period of limitation of three months after delivery of product. In the following cases the legal periods of limitation apply instead of the three months period:
 - I. liability for willful misconduct,
 - II. fraudulent concealment of a defect,
 - III. Inappropriate, the specifications neglecting, storage of the product at Buyer.
 - IV. Claims for other damage caused by Seller's grossly negligent breach of duty, or by willful or grossly negligent breach of duty on the part of Seller's legal representative or vicarious agent.

14. Cancellation of orders or return of products

We are entitled, in case of cancellation of an order before receiving of samples for analysis or cancelation of services (eg. further analysis of existing data) 7 days after purchase order confirmation to charge the buyer all costs incurred by the cancellation. This applies both to costs incurred by our suppliers and to those arising in our house. The return of faultless products may only with our consent to the recipient address mentioned by us returned home.

The legal right of withdrawal of the customer shall not assume any fault on our part in the event of a defect in the purchased products. In all other cases, the customer can only resign if there is a breach of duty for which we are responsible.

15. Liability

- a. Seller shall be generally liable for damages in accordance with the law. In the event of a simple negligent violation of fundamental contractual obligations, however, Seller's liability shall be limited to compensation for typical, foreseeable losses. In the event of a simple negligent violation of non-fundamental contractual obligations, Seller shall not be liable. The foregoing limitations on liability do not apply to damage to life, body or health.
- b. Seller is not liable to Buyer in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations.

16. Set off

Buyer may only set off claims from Seller against an undisputed or adjudicated counterclaim.

17. Security

If there are reasonable doubts as to Buyer's ability to pay, especially if payments are in arrears, Seller may, subject to further claims, revoke credit periods and make further deliveries dependent on advance payments or other security.

18. Retention of Title

- a. The products shall remain the property of the Seller until the purchase price has been paid in full.
- b. Seller may reclaim the products on account of the retention of title even if he has not yet withdrawn from the contract.

19. Force Majeure

To the extent any incident or circumstance beyond the Seller's control (including but not limited to natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of government), reduces the availability of products from the plant from which the Seller receives the products such that Seller cannot fulfill its obligations under this contract (taking into account on a pro rata basis other supply obligations), Seller shall (i) be relieved from his

obligations under this contract to the extent Seller is prevented from performing such obligations and (ii) have no obligation to procure products from other sources. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially useless for Seller over a long period or occurs with suppliers of Seller. If the aforementioned occurrences last for a period of more than 3 months, Seller is entitled to withdraw from the contract without the Buyer having any right to compensation.

In no event shall Seller be liable to the Buyer for any claims, damages, costs or expenses arising out of or related to Seller's inability to timely ship products or fulfill purchase orders due to a force majeure event.

20. Communication and Confidentiality

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

The Buyer agrees for itself and its employees, agents and representatives that the Buyer shall not disclose to any Third Party and shall maintain as confidential, any and all confidential information provided to the Buyer by the Seller. Such confidential information shall include, without limitation, information concerning Seller's business, finances, proposed products, product development, marketing and/or sales plans, contracts, business or operational know-how and any other information deemed confidential by Seller.

Seller stores and collects only information required for the processing of orders of the customers, such as names, billing and delivery addresses, and e-mail correspondence. Under no circumstance will this information be exposed to any Third Party.

21. eBusiness

Seller may, at its sole discretion and without liability, modify and / or discontinue its operation at any time without prior notice and is not obligated to update the website. However, Seller is concerned about the correctness, completeness, reliability, timeliness and usability of third-party information Seller does not accept any liability or liability for this, as far as legally permissible.

22. Privacy policy

We are taking data safety very seriously. Please see our special privacy policy section where we want to inform you comprehensively on this topic.

The use of contact data published in the context of the imprint obligation by third parties for sending unsolicited advertising and information materials is hereby expressly excluded. The operators of the pages expressly reserve the right to take legal action in the event of the unsolicited sending of advertising information, such as spam e-mails.

23. Links to other websites

The links provided on our websites to other contents now owned by metaSysX is only for information purposes. In no circumstance metaSysX gives any warranty on the correctness, completeness, reliability, timeliness, legal certainty and usability of third-party websites. These websites are certainly having their own privacy policy that we are not responsible for and do not take any liability. Our privacy statement does not extend to other providers. We have no control over their operators' compliance with data protection regulations. We recommend you to inform yourself on these websites for their policy.

24. Material

The Buyer accepts to only use the samples in analyses and tests that have been previously defined and approved by the supplying Party, and to make no test or analysis of the samples, and especially its intrinsic characteristics, except for the needs of the Project, and not to provide any of the samples to third parties without prior written consent of the supplying Party.

25. No grant of intellectual property right

Nothing in this agreement shall be interpreted expressly or implied as granting either Buyer or Seller any license or other rights or granting Buyer the right to resell or convey in any manner the products thereof to any Third Party anywhere in the world.

26. Jurisdiction

Any dispute arising out of or in connection with this contract shall be heard, at Seller's option, at the court having jurisdiction over Seller's principal place of business. Seller reserves the right, however, to undertake legal proceedings against the Buyer at any other place of jurisdiction applicable to the Buyer.

27. Applicable law

The contractual relationship shall be governed by the law applicable at the place of Seller's head office, excluding its conflict of law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Products dated 11 April 1980 (CISG).

28. Contract Language

If these General Conditions of Sale are made known to Buyer in another language, in addition to the language in which the sales contract has been concluded (Contract Language), this is merely done for Buyer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.

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