

General Terms and Conditions of Purchase Photonics Systems GmbH

1 Scope of application

1.1 Orders placed by Photonics Systems GmbH, Pionierstraße 6, 82152 Krailling (hereinafter referred to as "Purchaser") shall be governed exclusively by these General Terms and Conditions of Purchase (hereinafter referred to as "GTCP"). Confirmation or execution of the order by the supplier (hereinafter „Supplier“) shall be deemed as acceptance of the GTCP. Subject to the Supplier's written consent, the Purchaser shall not recognize any deviating, conflicting or supplementary terms and conditions of the Supplier, even if the Purchaser does not expressly object to them.

1.2 These GTCP apply exclusively to entrepreneurs within the meaning of Section 14 (1) of the German Civil Code (BGB) as well as public corporations and special funds under public law. Individually negotiated agreements (e.g. framework agreements or quality agreements) and individual details in the Purchaser's purchase orders shall take precedence over these GTCP.

1.3 In addition, the INCOTERMS® 2020 shall apply insofar as they do not contradict the GTCP or other agreements made between the Purchaser and the Supplier.

1.4 These GTCP shall also apply to future transactions with the Supplier of expiring business relationships, even if they are not separately agreed again.

1.5 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

2 Order and order confirmation

2.1 Orders placed by the Purchaser are only valid if they are made in writing. Orders placed orally require written confirmation by the Purchaser (text form is sufficient), unless the Purchaser accepts orally ordered deliveries without

reservation. Subsidiary agreements must be set out in writing. Insofar as the Purchaser's orders do not expressly contain a binding period, the Purchaser shall be bound by them for one week after the date of the offer. Decisive for the timely acceptance is the receipt of the declaration of acceptance by the Purchaser. A delayed acceptance by the Supplier shall be deemed and considered a new offer and requires acceptance by the Purchaser.

2.2 Orders placed by the Purchaser must be confirmed by the Supplier in writing within 3 (three) working days, stating the reference number.

2.3 The Purchaser reserves the right of ownership or copyright to the orders, commissions and drawings, illustrations, calculations, descriptions and other documents provided to the Supplier by the Purchaser. The Supplier may neither make them accessible to third parties nor use or reproduce them itself or through third parties without our express consent. He must return these documents in full to the Purchaser at the latter's request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of an agreement. In this case, any copies made by the Supplier shall be destroyed; the only exceptions to this are storage within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of normal data backup.

3 Scope and content of the obligation to perform

3.1 The scope of the Supplier's obligation to perform shall be determined by the specifications and service descriptions provided upon conclusion of the agreement or, in the absence thereof, by the information in the Supplier's offers and brochures.

3.2 All deliveries must comply with the latest DIN and/or VDE standards as well as other industry or

EU standards and regulations, unless expressly agreed otherwise in writing.

3.3 The Purchaser shall only accept the quantities or numbers of items ordered. Over- or under-deliveries are only permitted after prior agreement with the Purchaser. If partial quantities have been agreed, the Supplier shall be obliged to inform the Purchaser of the remaining quantity for each partial delivery.

3.4 The Supplier shall not be entitled to make partial deliveries without the prior written consent of the Purchaser.

3.5 The Supplier shall pack, label and dispatch the goods in accordance with the relevant regulations of the countries of origin, transit and destination and shall observe the applicable regulations "Delivery of goods for external Suppliers" of the Purchaser.

4 Delivery dates and contractual penalties

4.1 Dates and delivery deadlines are binding.

4.2 The Purchaser is entitled to change the time and place of delivery as well as the type of packaging at any time by written notification with a notice period of at least 7 (seven) calendar days before the agreed delivery date. The same shall apply to changes to product specifications insofar as these can be implemented within the framework of the Supplier's normal production process without significant additional expense, whereby in these cases the notification period in accordance with the preceding sentence shall be at least 14 (fourteen) calendar days. The Purchaser shall reimburse the Supplier for any proven and reasonable additional costs incurred as a result of the change. If such changes result in delays in delivery which cannot be avoided in the Supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify the Purchaser in writing of the additional costs or delays in delivery to be expected by him on the basis of a careful assessment in good time before the delivery date, but at least within 3 (three) working days of receipt of the Purchaser's

notification in accordance with clause 4.2 sentence.

4.3 In the event that it becomes apparent that the Supplier will not be able to meet delivery dates fully or partially, the Supplier must inform the Purchaser of this in writing without undue delay, stating the reason and the expected duration of the respective delay. In the event of a culpable breach of this obligation, the Supplier shall be liable for the resulting damage.

4.4 If the Supplier does not provide its service, does not provide it within the agreed delivery time or is in default, the rights of the Supplier - in particular withdrawal or compensation - shall be determined in accordance with the applicable statutory provisions. The following provisions shall however remain unaffected.

4.5 In the event of delays in delivery, the Purchaser shall in any case be entitled, after prior written warning to the Supplier, to demand a contractual penalty amounting to 0.5% of the respective order value for each commenced week of delay in delivery, up to a maximum of 5% of the respective net order value. The Purchaser reserves the right to prove that greater damage has been incurred. The Supplier reserves the right to prove that no damage at all or only insignificantly less damage has been incurred. The contractual penalty shall be set off against the damage caused by delay to be compensated by the Supplier.

4.6 The Purchaser may demand an agreed contractual penalty up to the final payment, even if he has accepted the delivery or service without prior special reservation.

4.7 If delivery "free works" (DDP in accordance with INCOTERMS® 2020) has not been agreed and the Purchaser has agreed to take over the transportation of the goods, the Supplier shall make the goods available in good time, taking into account the time to be agreed with the carrier for loading and dispatch. In other cases, the Supplier shall be liable in accordance with this clause 4 for delays in delivery caused by the freight forwarder.

5 Shipping instructions and shipping notifications

5.1 The shipping documents must bear the reference number prescribed by the Purchaser. The dispatch note shall be sent digitally to the address the Purchaser specified immediately after dispatch. The dispatch note must contain the exact description, quantity, weight (gross and net), type and packaging of the goods and the item.

5.2 If the requested or necessary shipping documents for a delivery are not delivered on time for reasons for which the Supplier is responsible, or if essential and necessary information is missing from the shipping documents, the goods shall be stored at the Supplier's expense and risk until the shipping documents or the completed shipping documents arrive.

6 Transfer of risk / Prices

6.1 In the absence of an express written agreement to the contrary, the delivery clause CPT carriage paid to the named place of destination in accordance with INCOTERMS® 2020 shall apply. The prices quoted by the Supplier and the agreed prices shall also apply CPT including all ancillary costs such as customs duties.

6.2 The risk of accidental loss or accidental deterioration shall be borne by the Supplier until the transfer of risk (delivery or acceptance, if such is provided for or agreed by law). This shall also apply if the delivery is already at the agreed place of delivery.

7 Receipt and inspection of the goods

7.1 The statutory provisions shall apply in the event of default of acceptance. However, the Supplier must also expressly offer its performance if a specific calendar time has been agreed for an action or cooperation of the Purchaser (e.g. the ordering of material by the Purchaser).

7.2 In the event the Purchaser is in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the applicable statutory provisions. If the respective agreement relates to a non-fungible item to be manufactured by the Supplier (individual production), the Supplier shall only be entitled to further rights if the Purchaser undertakes to cooperate and if the Purchaser is responsible for the failure to cooperate as agreed.

7.3 Cases of force majeure and other unforeseeable events for which the Purchaser is not responsible, such as strikes, lockouts and natural disasters, shall entitle the Purchaser to postpone acceptance accordingly.

7.4 In the event of excess deliveries that exceed the customary amount, the Purchaser reserves the right to return the excess goods at the Supplier's expense.

7.5 Acceptance of the goods shall be subject to inspection, in particular for freedom from defects and completeness.

7.6 Any inspection obligations of the Purchaser shall be limited to the immediate inspection of the delivery to determine whether it corresponds to the ordered quantity and the ordered type as well as to externally recognizable transport damage and externally recognizable defects. Insofar as the Purchaser is obliged to give notice of defects without delay, this shall in any case be deemed timely if externally recognizable defects are notified within 10 (ten) working days of the transfer of risk or receipt (depending on which occurs later) and hidden defects within 10 (ten) working days of discovery. If a longer period is required for the inspection of the delivery, the longer period shall apply. In this respect, the Supplier waives the objection of delayed notification of defects.

7.7 In the case of a consignment consisting of a large number of goods, the Purchaser shall only inspect 3% of the delivered goods for defects. If the goods become unsaleable as a result of the inspection, a random sample of 0.5% of the delivered items is sufficient. If individual samples of a consignment of goods are defective, the Purchaser may, at its own

discretion, demand that the defective items be separated out by the Supplier or assert claims for defects in respect of the entire consignment of goods. If, as a result of defects in the goods, it becomes necessary to inspect the goods beyond the usual scope of the incoming goods inspection, the Supplier shall bear the costs of this inspection.

7.8 If claims are asserted against the Purchaser by third parties due to defects in the goods purchased from the Supplier, the Supplier shall be entitled to recourse against the Purchaser; the preceding clauses shall apply accordingly.

7.9 Acceptance or approval of samples or specimens submitted shall not constitute a waiver of warranty claims by the Purchaser.

8 Payment and invoices

8.1 The price stated in the order is binding.

8.2 Unless otherwise agreed in writing, the price includes delivery and transportation to the shipping address stated in the agreement, including packaging.

8.3 Unless otherwise agreed, payment shall be made at the Purchaser's discretion within 60 (sixty) days, calculated from receipt of invoice and complete performance. The occurrence of a delay in payment by the Purchaser at an earlier point in time is excluded. In the event of a time limit that can be determined, the Purchaser shall only be in default following a prior reminder from the Supplier.

8.4 In the event of non-contractual, in particular defective delivery, the Purchaser shall be entitled to withhold payment until proper fulfillment without loss of rebates, discounts or similar payment benefits.

8.5 All payments are subject to invoice verification in the event of subsequent objections.

8.6 The Supplier's invoices must be provided with the Purchaser's order data and submitted digitally to the address indicated by the Purchaser. A copy of the delivery bill must be enclosed.

8.7 The date of receipt of the invoice shall be the date of receipt at the invoice address specially marked in the order letter. Payment periods shall commence upon receipt of the invoice by the Purchaser, but under no circumstances before the agreed delivery date.

8.8 If the Supplier's invoices do not identify the Purchaser's ordering department or the order number provided to the Purchaser, the Purchaser shall not be in default until forty days after the due date and receipt of the consideration.

8.9 Any down payments and interim payments shall not constitute recognition of conformity with the agreement or fulfillment of the service by the Supplier.

9 Warranty

9.1 The Supplier undertakes to comply with the recognized rules of technology and in particular the regulations, standards and guidelines issued by the legislator, the supervisory authorities, the employers' liability insurance associations and the VDE with regard to execution, accident prevention and environmental protection in Germany or, if another country of destination has been specified to the Supplier, in the country of destination. This also applies to export regulations. The standards and guidelines specified by the Purchaser shall apply in the latest version at the time of delivery.

9.2 The Purchaser shall be entitled to the statutory warranty rights (claims for defects) in full. In particular, the Purchaser objects to any restrictions of the statutory warranty rights, including the resulting claims for damages. In particular and in addition to the claims for defects, the Purchaser is entitled to the legally stipulated claims for expenses and recourse within a supply chain, e.g. supplier recourse in accordance with Sections 478, 445a, 445b or 445c, 327(5) and 327u BGB without restriction.

9.3 Unless otherwise agreed, the limitation period for claims for defects shall be 36 (thirty-six) months after delivery or, if such a period is prescribed by law or expressly agreed, after acceptance. In the case of longer statutory

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periods, these shall apply. Clause 9.5 of these GTCP shall apply to the limitation period for claims for defects due to defects of title.

9.4 Notwithstanding the Purchaser's statutory rights, the following shall apply: If the Supplier fails to fulfill its obligation to provide subsequent performance – at the Purchaser's discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement) – within a reasonable period stipulated by the Purchaser, the Purchaser may remedy the defect itself in order to prevent imminent disproportionate damage and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. In the event subsequent performance has failed or is unreasonable for the Purchaser, no deadline needs to be set. The Purchaser shall inform the Seller of such circumstances immediately after becoming aware of them.

9.5 The Purchaser's claims for defects due to defects of title shall become statute-barred 2 (two) years after knowledge or ought to have been known, but no later than 5 (five) years after the transfer of risk.

9.6 The Supplier shall indemnify the Purchaser against all claims asserted by third parties against the Purchaser due to defects or faults in the goods.

9.7 The limitation period for warranty claims shall be suspended upon receipt of the Purchaser's written notification of defects by the Supplier until the Supplier rejects the claims or declares the defect to be remedied or otherwise refuses to continue negotiations on the claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall commence anew, unless the Purchaser had to assume from the Supplier's conduct that the Supplier did not consider itself obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

10 Liability for damages / product liability

10.1 The Purchaser shall be entitled to the statutory claims for damages in full.

10.2 The Supplier shall indemnify the Purchaser against claims for damages asserted against the Purchaser due to defects in a product delivered by the Supplier upon first request, insofar as the defect is caused within the Supplier's sphere of control and organization and the Supplier itself is liable in relation to third parties.

10.3 The Supplier shall also reimburse the Purchaser for all reasonable expenses pursuant to Sections 683, 670 and Sections 830, 840, 426 BGB incurred by the Purchaser due to an error caused by the Supplier arising from or in connection with a recall or information campaign carried out by the Purchaser (e.g. warnings in the media), unless the Purchaser had to assume at the time of the campaign under the circumstances known to it that such a campaign was not necessary. The Purchaser shall inform the Supplier of the scope and content of the measures to be carried out – as far as possible and reasonable – and give the Supplier the opportunity to comment. Other statutory claims of the Purchaser shall remain unaffected.

10.4 The Supplier undertakes to maintain product liability insurance with a minimum cover of € EUR 2,500,00.00 per liability case and to maintain the insurance cover even after complete fulfillment of the mutual contractual obligations for a period of ten years after the processed delivery items have been placed on the market by the Purchaser. At the Purchaser's request, the Supplier shall be obliged to provide evidence of the conclusion of a corresponding insurance policy and the payment of the corresponding premiums. If the Supplier is liable to the Purchaser in the internal relationship due to a product defect, the Supplier shall be obliged to assign its insurance claims to the Purchaser upon first request in the amount of the damage incurred by the Purchaser. Insofar as an assignment is not permitted under the insurance agreement, the Supplier hereby irrevocably instructs the insurance company to make any payments only to the Purchaser. Payments to the Purchaser from these assigned insurance claims

shall be offset against the Purchaser's claims against the Supplier.

10.5 Unless otherwise agreed, the Supplier shall be obliged to label its delivery items in such a way that they are permanently recognizable as its products.

11 Industrial property rights

The Supplier shall be liable for ensuring that the delivery item or the service is free of third-party rights in Germany or, if the Supplier is aware of another country of destination at the time of conclusion of the agreement, in the country of destination. In the event of an infringement of third-party industrial property rights for which the Supplier is responsible, the Supplier shall be obliged to compensate the Purchaser for all damages incurred by the Purchaser as a result. However, this does not apply if the Supplier proves that it is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery if it had exercised due commercial care. If the Supplier is unable to eliminate the industrial property rights of third parties within a reasonable period of time, the Purchaser shall also be entitled to obtain, at the Supplier's expense and for a customary and reasonable fee, authorization from the holder of such industrial property rights, in particular for the delivery, commissioning, use, further sale of the delivery goods or the service to the extent required for the purpose of the agreement.

12 Secrecy, drawings

12.1 The Supplier is obliged to treat the Purchaser's order and all related commercial and technical details as strictly confidential. Information provided by the Purchaser, drawings etc. prepared by the Purchaser or the Supplier on the basis of such information may only be used or exploited elsewhere with the written consent of the Purchaser. Unless otherwise agreed, the obligations under this clause 12.1 shall apply in perpetuity.

12.2 The Supplier shall obligate subcontractors accordingly in accordance with clause 12.1 of these GTCP.

12.3 Acceptance or approval of drawings, plans and samples submitted by the Supplier shall not affect the Supplier's sole responsibility for the correctness of the performance. Specific confidentiality agreements and statutory provisions on the protection of trade secrets, in particular in accordance with the German Trade Secrets Protection Act (Gesetz zum Schutz von Geschäftsgeheimnissen), remain unaffected.

13 Assignment, prohibition of set-off, retention of title

13.1 Rights arising from this order may only be assigned to third parties with mutual consent. The Purchaser's consent shall be deemed to have been given if the Supplier has granted its Supplier an extended reservation of title in the ordinary course of business.

13.2 Tools, devices and models which we make available to the Supplier or which are manufactured for contractual purposes and charged to the Purchaser separately by the Supplier shall remain our property or shall become our property. They must be marked by the Supplier as our property, stored carefully, protected against damage of any kind and used only for the purposes of the agreement. The costs of their maintenance and repair shall be borne equally by the contracting parties, unless otherwise agreed. However, if these costs are attributable to defects in such items manufactured by the Supplier or to improper use by the Supplier, its employees or other vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify the Purchaser immediately of any damage to these items that is not merely insignificant. Upon request, he shall be obliged to return the items to the Purchaser in proper condition if they are no longer required by him to fulfill the agreements concluded with the Purchaser.

13.3 Set-offs and offsetting against the Purchaser are only permitted if the Supplier's claims are undisputed or have been legally established. The same applies to rights of retention and rights to refuse performance.

13.4 Retention of title by the Supplier shall only apply insofar as it relates to our payment obligation for the respective products to which the Supplier retains title. In particular, extended or prolonged reservations of title are not permitted.

14 Vicarious agents

The Supplier shall be responsible for the deliveries and services of its suppliers in the same way as for its own deliveries and services; the Supplier's suppliers shall therefore be deemed to be its vicarious agents.

15 Place of performance, law and jurisdiction

15.1 The place of performance for deliveries and services is the place of destination, for payment the registered office of the Purchaser.

15.2 German law shall apply to all claims arising from and in connection with this GTCS, but excluding the UN Convention on Contracts for the International Sale of Goods.

15.3 If the Supplier is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship shall be Munich. However, the Purchaser may also sue the Supplier at its registered office.

15.4 Should individual provisions of these GTCS or the respective agreement be or become invalid, this shall not affect the validity of the remaining contractual provisions.

(Status: August 05, 2024)