

General Terms and Conditions of Purchase of VIA optronics AG and its affiliated companies as per §§ 15 ff. AktG (hereinafter only "VIA" or "we" or "us") (version of August 2025)

1. Scope of Application; Defence Clause

- 1.1 These General Terms and Conditions of Purchase (hereinafter only the "Conditions") apply to all our purchase orders placed with our suppliers. These Conditions shall apply in particular (but not limited to) to the purchase of tangible goods, irrespective of whether these goods are manufactured by the Supplier or are procured by third parties (hereinafter also referred to as "Goods"), as well as to the performance of services/works (*Dienst-/Werkleistungen*) (hereinafter also referred to as "Services"). Goods and/or Services are hereinafter also referred to as "Deliverables".
- 1.2 These Conditions shall apply exclusively. Any conflicting, deviating or supplementary terms and conditions of the Supplier are hereby rejected and shall not become part of the Contract unless we expressly agree to their validity.
- 1.3 These Conditions shall apply in their respective current version also as a framework agreement for future contracts with the Supplier without us having to (again) refer to these Conditions; in such case, we will inform the Supplier of any changes to these Conditions.
- 1.4 These Conditions shall also apply to any additional purchase orders or change requests, even if such application of the Conditions is not separately agreed.
- 1.5 English language terms used in these Conditions describe German legal concepts only and shall not be interpreted by reference to any meaning attributed to them in any jurisdiction other than Germany.

2. Purchase Orders; Order Confirmation; Changes

- 2.1 Goods and Services shall be supplied or performed, as the case may be, exclusively on the basis of individual or frame purchase orders (hereinafter collectively also referred to as "Orders"). Orders shall be placed in text form to be effective.
- 2.2 The Supplier shall confirm our Orders in writing within the time period stated therein, if any, otherwise within three (3) working days (Monday to Friday, excluding public holidays at the Supplier's place of business) of receipt of the Order. The date of receipt of the order confirmation by us during normal business hours shall be the decisive date. Timely confirmed Orders constitute a binding contract between the Supplier and us for the supply of the ordered Goods and/or Services ("Confirmed Order" or "Contract").
- 2.3 The Supplier shall inform us of without delay if and insofar as the Supplier is unable to confirm our Order (in whole or in parts), giving a conclusive explanation of the reasons and stating the extent to which the Order can be performed by the Supplier. In particular, deviations from our Order must be expressly and clearly designated and identified as such in the Supplier's order confirmation. We may then decide in our discretion whether to maintain or cancel the Order.
- 2.4 If we do not receive an order confirmation or a notification as per Sec. 2.3 within the period specified in Sec. 2.2, our Order shall be deemed accepted.
- 2.5 We are entitled to change or cancel our Orders at any time until receipt of the Supplier's respective order confirmation.
- 2.6 The Supplier shall check and verify our Order and any associated documents, requirements, specifications, etc. in its own responsibility and shall notify us without delay of any inaccuracies, ambiguities, incompleteness, contradictions or deviations from the state of the art and any other concerns of the Supplier, if any.
- 2.7 We may request reasonable changes to the Deliverables even after conclusion of the Contract. The Supplier shall inform us immediately of any consequences to the Contract resulting from such changes, in particular with regard to any additional or reduced costs as well as a postponement of the delivery times.
- 2.8 The Supplier shall inform us without undue delay of any changes of its name, legal form or any changes to its ownership, shareholder or ownership structure that are material to its business relationship with us.
- 2.9 Any calculation on which the Supplier's offer is based shall only be used to check the plausibility of the offer and shall not become part of the Contract.

3. Supply of Goods/Services; Transfer of Risk; Personnel

- 3.1 Unless otherwise agreed, "DAP" (according to Incoterms in the latest published version) related to the place of performance as

specified in our Order shall apply to all deliveries of Goods. If such a place of performance is not expressly stated in our Order, the place of performance shall be our registered office. Unless otherwise agreed, deliveries of Goods may only be made during regular business hours at the respective place of performance.

- 3.2 The Goods shall be packed adequately and in a manner customary in the business to protect the Goods against transport damage. The Supplier shall take back packaging material at our request and at its own expense.
 - 3.3 All order confirmations, delivery notes, and invoices shall contain at least the order number, the order date, the designation of the Goods and Services, the supplier number, the delivery quantity, the time of delivery or performance and the delivery address. If a lack of information results in a delay in processing the payment, the payment terms set out in Sec. 6.3 shall be extended by the period of the delay.
 - 3.4 Premature and/or partial supply of Goods and/or performance of Services may be rejected by us. Any storage or return shipment shall be at the Supplier's expense and risk.
 - 3.5 The risk of accidental loss and deterioration of the Goods shall not pass to us until the Goods are handed over to us at the place of performance. This shall also apply if it has been agreed (in deviation of Sec. 3.1) that the Goods are to be shipped to us. If an acceptance has been agreed or is required, the risk shall only pass to us upon successful acceptance.
 - 3.6 If the Supplier creates or adapts software in the course of providing its Services, the Supplier shall, after conducting a programme test, transfer the created and adapted software to us in a testable and machine-readable form on a suitable data carrier together with the source code and documentation.
 - 3.7 The Supplier shall perform the Services in its own direction and responsibility. Only the Supplier is authorized to issue instructions to its employees. The Supplier shall ensure that the personnel employed by it will not be considered as being integrated into our organization.
 - 3.8 Insofar as the Services are performed on our premises, the Supplier shall comply with the safety regulations and information guidelines applicable at our premises, which we will make available to the Supplier upon request.
 - 3.9 The Supplier is obliged to pay to its employees the minimum wages according to the statutory provisions and collective bargaining agreements, in particular the German Employee Posting Act (*Arbeitnehmerentsendegesetz*) and the relevant collective bargaining agreements (*Tarifverträge*), as well as agreed surcharges including social security contributions, employment promotion and social security expenses to employees and marginal part-time employees. In the event of any violations of these obligations, the Supplier shall indemnify us immediately. In relation between us and the Supplier, the Supplier shall be solely responsible for those obligations arising for us and the Supplier as co-guarantor from § 1a AEntG (German Law on the International Posting of Employees).
 - 3.10 The Supplier confirms that it is not excluded from the awarding of public contracts (e.g. in accordance with § 19 of the German Minimum Wage Act (*MiLoG*) or any other legal or official regulation).
 - 3.11 The Supplier is obliged to utilize only employees who are in possession of a valid work permit and, if necessary, a residence permit. The Supplier is obliged to register its employees with the social security authorities. In the event that the Supplier is in breach of this obligation, we are entitled to terminate the Contract for good cause.
- 4. Delivery/Performance Times; Delay; Penalty**
- 4.1 Any delivery/performance times specified in the Order are binding for the Supplier. If no delivery/performance times are specified in the Order, the Goods shall be supplied, and the Services be performed without delay. Where delivery/performance times are specified in calendar weeks or months, the last working day shall be binding. The delivery/performance times specified in frame purchase orders are non-binding and will be specified by us in subsequent delivery call-offs.
 - 4.2 The Supplier shall immediately inform us of any likely delay of delivery/performance times and the reason thereof and the expected duration of the delay. The Supplier shall, at its own expense, make all reasonable efforts (e.g. accelerated transport, etc.) to eliminate or minimize the delay. Unless otherwise agreed, the Supplier bears the procurement risk along the supply chain.
 - 4.3 The Supplier may only claim that necessary documents, information, etc. to be provided by us have not been provided if the Supplier has requested these in writing in good time and has not received them from us within a reasonable period.

4.4 In the event of doubts regarding the Supplier's ability or willingness to supply the Goods or perform the Services or the Supplier's adherence to the delivery/performance times, we may request the Supplier to confirm and submit sufficient evidence of the Supplier's ability or willingness to timely supply the Goods or perform the Services within a deadline to be set by us, combined with the warning to withdraw from the relevant Contract after unsuccessful expiry of the deadline.

4.5 If the Supplier is in default with the supply of the Goods or the performance of the Services, we are entitled to charge a penalty amounting to 0.2% of the net value of the delayed Goods and/or Services for each commence working day, up to an aggregate of 5%. The penalty shall exist in addition to our claim for performance and shall serve as a minimum amount of compensation. The penalty may be claimed until the final payment is due. The reservation of the penalty can also be declared in such a way that the forfeited penalty is deducted from a payment due in the future. We reserve the right to assert further rights and claims, in particular further damages. Any penalty paid shall be offset against any additional claim for damages based on the same cause of damage.

5. Acceptance

5.1 If the Services consists of a work performance (*Werkleistung*) or work delivery (*Werklieferung*), a formal acceptance is required. We will carry out the acceptance within a reasonable period of time after receipt of the Supplier's notification of completion and handover of all documents pertaining to the work performance (*Werkleistung*) or work delivery (*Werklieferung*).

5.2 Acceptance shall require a formal acceptance protocol. Formal acceptance shall not occur until the Supplier has remedied any identified defects. The rectification of defects shall take place immediately, at the latest within the period set by us.

5.3 Any fiction of acceptance shall be excluded. In particular, acceptance shall not be deemed to have occurred by our use of the Services in whole or in part due to operational necessities or by payment of the remuneration.

5.4 Unless otherwise agreed, partial acceptance shall be excluded.

6. Prices; Payment Terms

6.1 Unless otherwise agreed, the prices stated in our Order are fixed prices and in EUR plus statutory value added tax (if any).

6.2 Unless otherwise agreed, the prices include all ancillary services (e.g. assembly/erection, installation, commissioning, set-up/adjustment, preparation of any supplementary offers) as well as all ancillary costs (e.g. packaging, transport, insurance of the Goods), taxes, customs duties and other charges, including all rights to be transferred or granted. Unless otherwise agreed, travel and waiting times as well as travel costs and expenses shall not be remunerated separately.

6.3 Unless otherwise agreed, in cases where a currency other than EUR has been agreed, we are entitled to demand a price adjustment if the average exchange rate for a half-year period changes by more than 5% compared to the exchange rate on which the purchase order is based. If the exchange rate for the following half-year must be adjusted, we will notify the Supplier within five (5) working days after the 15th day of the last month of the respective half-year. The new exchange rate for the following half-year shall be (i) calculated on the basis of the average exchange rate between the first day of the half-year and the 15th day of the last month of the respective half-year, (ii) shall apply from the first day of the following half-year, and (iii) shall be obtained from: www.oanda.com/convert/fxhistory (the inter-bank rate shall be used).

6.4 Unless otherwise agreed, we will pay without deduction within 60 days or within 45 days with a 3% deduction on the net invoice amount. We are also entitled to such a deduction in the event of offsetting against a counterclaim or in the event of exercising a right of retention (e.g. in the event of defects).

6.5 The payment period commences upon receipt of a lawful invoice, but not before the supply of the Goods and/or performance of the Services in full, including all documents, and acceptance (as far as acceptance is required). The deadline is considered met if our payment transfer order is received by our bank in due time. Invoices shall be sent exclusively in electronic form in PDF format to accounts-payables@via-optronics.com.

6.6 All payments are subject to our subsequent review and the possible assertion of claims for repayment plus interest. The Supplier may not invoke any lapse of enrichment (*kein Wegfall der Bereicherung*). An otherwise unconditional payment shall not be deemed to constitute an acknowledgement that the Deliverables are in accordance with the Contract.

6.7 We do not owe any maturity interest. Unless statutory law provides for a lower default interest rate, the default interest rate

shall be five (5) per cent per year. Default in payment shall be determined in accordance with the applicable statutory law, but a reminder by the Supplier shall in any case be required, irrespective of the statutory law.

6.8 Unless otherwise agreed, preparation of drafts, offers, cost estimates and similar preparatory work by the Supplier shall be free of charge.

7. Retention of Title of the Supplier; Manufacturer's Clause

7.1 Title to the Goods shall pass to us in full, unconditionally and irrespective of payment of the purchase price, upon handover to us or to a third party designated by us (not: carrier).

7.2 If, contrary to Sec. 7.1, a retention of title by the Supplier exists in individual cases, being expressly agreed or due to a retention of title by the Supplier prevailing in accordance with mandatory law, the retention of title by the Supplier shall expire at the latest upon our payment of the purchase price for the relevant Goods.

7.3 In case of Sec. 7.2, in the ordinary course of business and before payment of the purchase price, we are entitled to:

7.3.1 resell the Goods by assigning our respective purchase price claim in advance to the Supplier (thus a simple retention of title by the Supplier which is extended to the resale of the Goods shall apply alternatively). Excluded are all other forms of retention of title, in particular (i) the extended, (ii) the forwarded and (iii) the extended retention of title for further processing;

7.3.2 process, redesign, combine, mix and blend the reserved Goods as manufacturers in our own name and for our own account. We thereby acquire ownership at the latest in accordance with the respective statutory provisions.

8. Quality Assurance; Production and Product Release

8.1 The Supplier shall have and maintain during the term of the Contract a sufficient and documented quality and environmental management system corresponding to the latest state of the art which at least meets the requirements of DIN EN ISO 9001 and DIN EN ISO 14001.

8.2 The Supplier is obliged to observe all requirements of the Regulation (EC) No. 1907/2006 ("REACH Regulation") at all times. In particular, the Supplier shall fulfil the obligations set out in Articles 31 to 33 of the REACH Regulation and shall also provide us, without undue delay and without any specific request being necessary, with all information that we or the downstream suppliers in the supply chain require under the REACH Regulation in connection with the respective Order and that is relevant for the contractual use of the Supplier's Goods. Where the Supplier makes use of exemptions from REACH, the Supplier warrants that these exemptions are separately identified. If the Supplier is based outside the EU, the Supplier is obliged to ensure that we can fulfil our obligations as an importer under the REACH regulation. All of the Supplier's obligations under the REACH regulation are essential contractual obligations (so-called 'cardinal obligations'), the fulfilment of which is essential for the fulfilment of the Contract. Should the Supplier fail to fulfil its obligations in this regard, or fail to do so adequately or in a timely manner, the Supplier shall indemnify us against all claims for damages that we incur as a result of the Supplier's failure to fulfil these obligations.

8.3 Insofar as the Supplier uses materials or services provided by us or by third parties for the performance of the Contract, such materials and services shall be included in the Supplier's quality management system in the same way as its own production materials.

8.4 The Deliverables and, if applicable, its components may be required by us to be subject to a release procedure (e.g. PPAP, PPF) prior to the start of (series) delivery. For this purpose, the Supplier shall submit the necessary release documents including initial samples conforming to the specifications in good time prior the agreed release date. Initial samples shall be taken from a representative production run from series facilities. If more than two initial sampling runs are required, we shall be entitled to withdraw from the Contract, unless we are responsible for the repeated initial sampling runs.

8.5 Any changes to the Deliverables, in particular to its specifications or changes to its production process including changes to production materials, test equipment and methods, production facilities or production environment, relocation of the production process to another production site (also within the same premises), changes of or at sub-suppliers or subcontractors, etc. shall require prior written approval by us and shall be notified by the Supplier without undue delay, at least twelve (12) months in advance. If the Supplier makes changes to the Deliverables without our written approval, we shall be entitled to terminate all affected Contracts for cause without notice.

- 8.6 Our releases, of whatever kind, do not release the Supplier from its obligation to ensure the quality of the Deliverables in its own responsibility.
- 8.7 The Supplier shall ensure the traceability of the Goods at all times in order to be able to trace batches in the event of damage. For this purpose, the Goods shall be marked at least with a consecutive serial number and the date of manufacture. The Supplier shall ensure that the labelling of the packaged Goods is also visible during transport and storage.
- 8.8 We are entitled - if necessary together with our customers - to verify the Supplier's compliance with the principles and requirements of this Sec. 8, in particular the Supplier's quality and environmental management system, at the Supplier's premises or in any other appropriate manner at any time.
- 8.9 The Supplier is obliged to pass on the principles and requirements of this Sec. 8 to its sub-suppliers, subcontractors and other agents in tort and vicarious agents and to monitor their compliance on a regular basis. The Supplier shall be liable for non-compliance with this Sec. 8 by its sub-suppliers, subcontractors and other agents in tort and vicarious agents.
- 9. Production Resources; Consigned Materials**
- 9.1 Unless otherwise agreed, the Supplier shall be solely - legally and economically - responsible for procuring and maintaining the resources necessary and suitable for supply the Goods and/or performing the Services, such as e.g. personnel, tools, machines, molds, facilities, devices, measuring and testing equipment, software and all other necessary items and documents ("Production Resources").
- 9.2 If necessary, we may loan to the Supplier individual Production Resources ("Consigned Materials"). Sec. 27 shall apply accordingly to such Consigned Materials.
- 9.3 If such Consigned Materials are to be manufactured for us by the Supplier (or on its behalf) at our expense, the Supplier shall develop and manufacture the Consigned Materials (or have them manufactured) in its own responsibility within the agreed timeframe. The Supplier transfers title to such Consigned Materials (including the tooling documentation) in its respective state of manufacture - insofar as legally permissible - to us in advance and we accept such transfer of title. The transfer of possession of the Consigned Materials shall be replaced by the Supplier possessing and keeping the Consigned Materials for us for the purpose of manufacturing or performing the Deliverables for us. Sec. 15 shall apply accordingly with regard to any industrial property rights (including know-how) arising during the development or manufacture of these Consigned Materials by the Supplier, its employees, subcontractors or other agents in tort and vicarious agents.
- 9.4 The Supplier shall mark the Consigned Materials as our property (in the case of tools additionally with a tool number) and store them with diligence and free of charge for us. The Supplier shall also insure the Consigned Materials against damage and loss (in particular fire, water and theft) at their current value and provide proof of such insurance at our request by presenting the insurance documents (the provision of a copy being sufficient). Unless otherwise agreed, the Supplier shall carry out timely inspection, servicing, maintenance and repair work in relation to the Consigned Materials at its own expense.
- 9.5 The Supplier shall use the Consigned Materials exclusively for the fulfilment of the Contract; the Consigned Materials shall not be passed on to third parties.
- 9.6 Upon termination or expiry of the Contract or otherwise upon our request, the Supplier shall return the Consigned Materials to us or to a third party designated by us without undue delay and in perfect condition. The place of performance for the claim for return is the place of performance of the respective Contract pursuant to Sec. 3.1. We may demand the Consigned Materials to be sent to another location; in this case, the Supplier shall be entitled to reimbursement of the associated necessary costs for transport, freight and packaging. Any right of retention of the Supplier (if any), irrespective of the legal grounds, is excluded unless the counterclaim of the Supplier is undisputed (*unstreitig festgestellt*).
- 9.7 If the Consigned Materials are processed or transformed by the Supplier, such processing is always carried out for us as manufacturer in our name and for our account, so that we directly acquire ownership. If the processing or transformation is carried out using materials from several owners, or if the value of the newly created object is higher than the value of the Consigned Materials, we shall acquire co-ownership (fractional ownership) of the newly created object in the ratio of the value of the Consigned Materials to the value of the other processed/transformed materials at the time of the processing/transformation. If the Consigned Materials are connected, mixed or blended with other

items not belonging to us, we shall acquire co-ownership in accordance with the statutory provisions or - if the Consigned Materials is to be regarded as the main item - sole ownership of the newly created object.

10. Rights in case of Defects and other Breaches of Duty

- 10.1 With regards to our rights in the event of material defects (*Sachmängel*) and defects of title (*Rechtsmängel*), the statutory provisions shall apply unless otherwise agreed in these Conditions.
- 10.2 The Supplier warrants in particular that the Deliverables have the agreed quality, in particular with regard to type, quantity, quality, functionality, compatibility, interoperability and other features, are fit for the purpose intended by us (if known to the Supplier) and - in the case of Goods - do not deviate from the (initial) samples or specimens made available to us or approved by us. The Supplier further warrants that the Deliverables are new and, in particular, that new production material has been used and that the Deliverables have been handed over to us with the agreed accessories and instructions, in particular any installation and assembly instructions.
- 10.3 The Supplier further warrants that the Deliverables comply with all statutory legal provisions and technical standards applicable at the place of performance. If the Deliverables are to be used at another location and if this is known by the Supplier, the Deliverables shall also comply with the relevant legal provisions and technical standards at such location.
- 10.4 The Supplier further warrants that the Deliverables are suitable for normal use and have the quality which is usually to be expected. The Supplier shall in particular ensure that the Deliverables have the quality that we can expect on the basis of public statements made by the Supplier, any other member of the contractual or distribution supply chain or public statements made on their behalf - in particular in advertising or on the labels.
- 10.5 The Supplier may only deviate from such requirements objectively to be expected from the Deliverables if we have been informed by the Supplier prior to the submission of our Order or the Order Confirmation, as the case may be, that a certain feature of the Deliverables deviates from the objective requirements and this deviation has been expressly and separately agreed in the Contract.
- 10.6 Insofar as under statutory regulations there is an obligation for us to inspect the Deliverables supplied by the Supplier, such obligation to inspect is limited to defects which become apparent by a visual incoming goods inspection including the delivery documents (e.g. transport damage, delivery of the wrong items and delivery of less quantity than requested). Insofar as the Deliverables consists of a work performance (*Werkleistung*) or a work delivery (*Werkleistung*) or an acceptance has otherwise been agreed, there shall be no obligation for us to inspect the Deliverable. Unless a longer period for giving notice of defects is provided for by law or in accordance with relevant case law (e.g. as per Art. 39 CISG), we shall notify the Supplier of any defects within eight (8) working days from receipt of the Deliverable (in the case of obvious defects) or from discovery (in the case of latent defects).
- 10.7 If the Goods are defective, we may, at our discretion, demand subsequent performance either by way of remedying the defect (subsequent improvement) or by delivery of a defect-free product (replacement delivery). If the Supplier does not remedy the defect of the Goods within a reasonable deadline set by us, we may remedy the defect by ourselves (self-remedy) and request reimbursement of the necessary expenditures or a corresponding advance payment from the Supplier. If subsequent performance by the Supplier has failed or cannot be reasonably expected by us (e.g. owing to particular urgency, danger to operational safety or impending disproportionate loss), it will not be necessary to set a (if applicable, new) deadline; we shall inform the Supplier of such circumstances without delay, if possible prior to self-remedying the defect. Subsequent performance of the Supplier shall be deemed to have failed after the first unsuccessful attempt. Return deliveries of defective Goods shall always be made carriage forward against return debit of the invoiced value of the Goods.
- 10.8 If the defective Good is part of a group of delivered Goods (hereinafter referred to as "Lot") and if an inspection of each Good of this Lot would incur more than only insignificant costs, we shall be entitled to return the Lot as a whole to the Supplier or to demand an inspection of the entire Lot by the Supplier at the place of performance. The Supplier may deliver defect-free Goods from this Lot again to us after the Goods have successfully passed inspection and been marked accordingly.
- 10.9 The Supplier shall bear the costs of subsequent performance, also insofar as these have been incurred by us or our customers, in particular the costs for the examination and analysis of a defect, for installation and removal, for the deployment of own or

external personnel, costs for parts, sorting actions, lawyers' fees, overnight accommodation costs, travel costs or transport costs. We can also demand compensation from the Supplier for the necessary expenses which we have to bear vis-à-vis our customers for the purpose of subsequent performance (in particular transport, travel, labour and material costs as well as dismantling and installation costs).

10.10 The costs incurred by the Supplier for the purpose of inspection and subsequent performance - including any dismantling and installation costs - shall be borne by the Supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; however, we shall only be liable if we have recognized (or have, in a gross negligent conduct, not recognized) that there was actually no defect.

10.11 If the material defect or defect of title is attributable to a deliverable (in particular a component) of a third party delivered to or used by the Supplier, we may demand the Supplier to assert its warranty claims against the third party for our account or assign such warranty rights to us. Any of our (warranty) rights against the Supplier shall remain unaffected. For the duration of the - also out-of-court - assertion of claims against the third party, the limitation of our warranty claims against the Supplier shall be suspended. In the event of an assignment of warranty claims against the third party, the Supplier shall support us to the extent necessary in each case and at its own expense.

10.12 With regards to the relationship with the Supplier, the provisions of §§ 445a, 478 of the German Civil Code (BGB) shall also apply if the Goods received from the Supplier comprise only parts or components and such parts or components have caused the defect of the intermediate or end product manufactured by us.

10.13 We are entitled to claim damages incurred by our group companies against the Supplier as if they were our own damages.

10.14 We hereby object to any provisions of the Supplier limiting its warranty or liability.

11. Infringement of Third-Party Rights

11.1 Without prejudice to the Supplier's liability for defects of title in accordance with Sec. 10, the Supplier represents and warrants that the use of the Deliverables will not infringe the rights of third parties.

11.2 If a claim is made against us, our affiliated companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) or our customers owing to an actual or alleged infringement of third party rights and if the claim is based on the supply of the Goods or performance of the Services by the Supplier, the Supplier is required to reimburse all expenses, costs and damages (including the costs of appropriate legal action or defence) incurred by us, our affiliated companies or our customers and to indemnify us, our affiliated companies and our customers from and against all third party claims arising therefrom.

11.3 Sec. 11.2 shall not apply insofar as the Supplier proves that it the Supplier neither responsible for the infringement nor was aware of the infringement despite having exercised due commercial care at the time of supply of the Goods or performance of the Service.

12. Special Right of Cancellation/Termination for Convenience

12.1 We are entitled – in the case of the supply of Goods – to withdraw from the Contract with the Supplier in whole or in part – in the case of performance of Services – to terminate the Contract with the Supplier at any time and without stating reasons in the termination (jointly referred to as "Termination").

12.2 In the event of a Termination pursuant to Sec. 12.1, the Supplier shall immediately terminate any subcontracts that may have been concluded, while safeguarding our interests.

12.3 If the Supplier is responsible for the reason for Termination under Sec. 12.1, we shall only pay for the Goods and Services which have been provided in accordance with the Contract, which are complete and which have been demonstrated to be complete, provided that they are usable by us. This shall be without prejudice to our claims for damages.

12.4 If the Supplier is not responsible for the reason for Termination under Sec. 12.1, the Supplier shall be entitled to the following compensation:

12.4.1 the agreed remuneration for the self-contained Goods and Services supplied or performed in accordance with the Contract until the Termination;

12.4.2 reimbursement of the proven, reasonable and non-avoidable costs for semi-finished or partially completed Goods and Services; and

12.4.3 reimbursement of all other proven and reasonable costs that are contractually necessary and result from non-cancellable liabilities, however, limited to the compensation to which the Supplier would have been entitled if the Contract terminated pursuant to Sec. 12.1 had been performed.

12.5 Further claims for performance or damages of the Supplier resulting from a Termination pursuant to Sec. 12.1 shall be excluded.

12.6 Any rights to the work results created up to the Termination shall be transferred to us in accordance with Sec. 14.3.

12.7 The right to terminate the Contract for good cause shall remain unaffected.

13. Statute of Limitation

13.1 Unless otherwise set out below, the statute of limitations (*Verjährung*) shall be governed by the statutory provisions.

13.2 Unless a longer limitation period is set forth by virtue of law, the general limitation period for contractual claims owing to material defects and defects of title shall be three (3) years from the delivery or performance of the Deliverables to us at the place of performance. Insofar as the Deliverables consist of a work performance (*Werkleistung*) or an acceptance has been agreed, the limitation period shall commence only upon acceptance of the Deliverable.

13.3 If, for the reselling of processed or unprocessed Deliverables by us to third parties, a longer limitation period than the limitation period specified in Sec. 13.2 is set forth by virtue of law, such longer limitation period shall also apply between us and the Supplier.

13.4 Upon receipt of our written notice of defect by the Supplier, the limitation period for claims based on defects shall be suspended until the Supplier finally rejects our claims or the continuation of negotiations thereon or finally declares the defect eliminated. Suspensions of the limitation period occurring by virtue of law shall remain unaffected.

13.5 With the elimination of a defect or subsequent delivery of a defect-free Deliverable, the limitation period shall recommence with respect to the repaired or previously defective replaced parts, unless the Supplier has expressly and duly reserved the right to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship during the subsequent performance.

13.6 Irrespective of Sec. 13.2, claims owing to defects of title shall not become time-barred for as long as the third party as the owner of the claim or right giving rise to the defect of title is able to assert the claim or right against us - in particular if the third-party claim is not statute-barred.

14. Product/Producer Liability

14.1 If there is a risk of death, personal injury or other damage, including financial loss, due to the Deliverables, we shall be entitled - to the extent that the Supplier itself would be liable - to take, at the Supplier's expense, all measures which we are obliged to take or which are otherwise appropriate to avert such risk, such as public warnings and recall campaigns. We will inform the Supplier as soon as possible, where possible and reasonable, and give the Supplier an opportunity to respond. The Supplier will co-operate with us in good faith to remedy the risks arising from its Supplies as quickly and effectively as possible.

14.2 If the Supplier has any indication that its Deliverables may result in danger to life or limb or other damage, including financial loss, the Supplier shall inform us immediately. The Supplier shall also inform us immediately if any official measures are taken at or against the Supplier in connection with its Deliverables.

14.3 If a claim is made against us, our affiliated companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) or our customers by a third party on the grounds of product or producer liability and if the claim is based on the delivery or performance of the Deliverables by the Supplier, Sec. 12.2 shall apply mutatis mutandis.

15. Rights in Work Results

15.1 Industrial property rights (in particular patents and registered designs, as well as inventions and technical improvements) and copyrights as well as the know-how created by the Supplier alone or in part in connection with the performance of the Contract (together "New IPR") shall be exclusively owned by us. New IPR are hereby – to the extent permitted by law - transferred to us in advance by the Supplier in its current state; we hereby accept such transfer. We have the exclusive and unlimited right to use and exploit the New IPR.

- 15.2 Insofar as the transfer of rights in accordance with Sec. 15.1 is not possible, the Supplier hereby grants to us the unrestricted, irrevocable, exclusive, worldwide, royalty-free, permanent, sublicenseable and transferable right to use and to process the New IPR in all known and unknown types of use. We hereby accept such transfer.
- 15.3 The Supplier shall ensure by appropriate contractual agreements with its employees, subcontractors and other agents in tort and vicarious agents used by the Supplier for the performance of the Contract that the rights as set out in this Sec. 14.3 can be granted and transferred to us for an unlimited period of time and without additional remuneration (including a possible inventor's compensation) or other restrictions.
- 15.4 Insofar as the use of the New IPR by us requires a right of use to the rights of the Supplier which have not been transferred in accordance with Sec. 15.1 or to which a right of use has been granted in accordance with Sec. 15.2, the Supplier hereby grants to us a non-exclusive, unlimited, worldwide, unrestricted, and royalty-free right to use these rights. This right of use is transferable and sublicenseable for us and includes the right to use the rights in all known and unknown types of use.
- 15.5 Insofar as the Supplier creates or adapts software in the course of providing its Services, the rights of use under this Sec. 15 are not limited to the object code, but also extend to the source code and the documentation of the created and adapted software.
- 16. Spare Parts; Last-Time-Buy**
- 16.1 The Supplier warrants to produce and supply to us replacement parts for the Goods for a period of at least fifteen (15) years after the last delivery of the Goods to us.
- 16.2 The price last agreed for the Goods as replacement products/spare parts shall continue to apply for a period of three (3) years after the last delivery. For the period thereafter, the price for the Goods as replacement products/spare parts shall be agreed separately. If the parties cannot reach an agreement, we are entitled to determine the price at our reasonable discretion ("*billiges Ermessen*").
- 16.3 In the event of expiry or termination of a Contract or discontinuation of a Deliverable, for whatever reason, we shall be given the opportunity of a "last-time-buy" up to twice the amount of the order volume of the last twelve (12) months prior to the expiry or effective date of termination at the last valid conditions. The Supplier shall inform us without undue delay of the intended discontinuation of a Deliverable.
- 17. Subcontracting**
- 17.1 Without our prior consent, the Supplier is not permitted to have the Deliverables provided or performed in whole or in part by third parties (e.g. subcontractors, suppliers).
- 17.2 The involvement of third parties shall not relieve the Supplier of its responsibility towards us. The Supplier shall be liable for any fault on the part of its employees, subcontractors and other agents in tort and vicarious agents as well as for the manufacturers and sub-suppliers of the Deliverables or production materials, parts and components used by the Supplier for the manufacture of the Deliverables and other services of third parties as for its own fault. In particular, the Supplier may not exculpate itself merely by providing evidence of the proper selection and supervision of the third party.
- 18. Non-Assignment**
- 18.1 The Supplier is not entitled to assign or pledge any rights or claims arising from the Contract or to have them collected by third parties without our prior written consent. This shall not apply insofar as monetary claims are concerned.
- 18.2 We are entitled to assign rights or obligations under the Contract to affiliated group companies without the prior consent of the Supplier.
- 19. Set-Off and Retention**
- 19.1 With regards to our rights to offset and to withhold claims, the statutory provisions shall apply. We are, in particular, entitled to withhold payments as long as we are entitled to claims owing to incomplete or defective Deliverables under the relevant Contract; this shall apply unless the withholding of payment is considered to be contrary to good faith according to the individual circumstances, in particular considering the relative insignificance of the defect or the incompleteness of the Deliverable.
- 19.2 We are also entitled to offset claims of the Supplier against claims of our affiliated companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act).
- 19.3 The Supplier is entitled to offset and to assert a right of retention only insofar as its counterclaim is either undisputed (*unstreitig*) or finally determined by a competent court (*rechtskräftig*)

festgestellt). This applies in particular to the Supplier's obligation to provide or perform the Deliverables, the fulfilment of which the Supplier may not refuse or suspend by referring to ongoing negotiations with us or to claims which are disputed by us or not finally determined by a competent court.

20. Special Right of Withdrawal in case of Suspension of Payments etc.

We are entitled to withdraw from the Contract in particular (not limited to) in the following events: (a) the Supplier ceases payments to its creditors; (b) the Supplier applies for the opening of insolvency proceedings; (c) insolvency proceedings against the Supplier's assets are, in a permitted way, applied for by us or another creditor; (d) such insolvency proceedings are – also on a provisional basis – opened; or (e) the application is rejected for lack of assets.

21. Insurance

- 21.1 The Supplier shall procure adequate insurance at its own expense against all risks arising from the Contract with us by taking out a business and producer/product liability insurance policy which is at least common in the industry. The Supplier will provide us with evidence of such insurance policy annually without being requested to do so. The product liability insurance must cover costs incurred by us due to further processing or installation of a defective delivery (extended product liability). The insurance must provide at least the following amounts of cover: EUR 5 million per personal injury and property damage, EUR 1 million for financial losses and EUR 3 million for recall costs.

- 21.2 The provision of insurance cover shall not affect the responsibility and liability of the Supplier towards us.

22. Compliance

- 22.1 The Supplier assures to comply with all laws and regulations which relate to it and the business relationship with us, that it will not commit any acts and will refrain from acts if such could lead to a criminal act owing to fraud or a breach of trust, an insolvency criminal act, a criminal act against competition, granting benefit or passive bribery by individuals employed by us or other third parties. In particular, the Supplier shall ensure that all restrictive measures imposed by the EU in response to Russia's invasion of Ukraine (see <https://eur-lex.europa.eu/EN/legal-content/summary/eu-restrictive-measures-in-view-of-russia-s-invasion-of-ukraine.html>) are fully complied with.
- 22.2 The Supplier shall set up and maintain during the term of the Contract a compliance management system for anti-corruption that is suitable in type and scope, corresponds to the latest state of the art and is documented, and which at least meets the requirements of DIN ISO 37001.
- 22.3 The Supplier assures compliance with the Supplier Code of Conduct (Internet: www.via-optronics.com/en/general-terms-conditions-download.html) Upon request, the Supplier shall immediately provide written information on its compliance with the Supplier Code of Conduct.
- 22.4 In the event that the Supplier has entered into an agreement or otherwise acted in relation to the Goods or Services which constitutes an unlawful restraint of competition within the meaning of any applicable antitrust law (in each case as determined by a final administrative or judicial decision), the Supplier shall pay to VIA by way of damages 5% of the net invoice amount of the Goods or Services affected by such antitrust violation, unless the Supplier proves that VIA has suffered no damage or a lesser damage. This obligation shall also apply in the event of termination or after delivery or performance of the goods or services. This shall be without prejudice to any other or additional contractual or statutory rights of VIA, in particular VIA's right to claim higher damages upon proof thereof.

23. Data Protection

- 23.1 The Supplier shall comply with all applicable statutory and official requirements for the protection of personal data within the scope of the performance of the Contract. In particular, the Supplier shall collect, process and/or use the personal data made available to the Supplier exclusively for the purpose of fulfilling the Contract (*Zweckbindung*), oblige all persons employed by the Supplier to fulfill the Contract to maintain data secrecy and instruct them about the data protection regulations to be complied with.
- 23.2 If the Supplier's activities make it necessary for us to conclude additional agreements on data protection (e.g., an agreement on commissioned data processing), the Supplier shall conclude such an agreement with us on the basis of a template contract provided by us and shall comply with the obligations and implement the technical and organizational measures set forth therein.

24. Rights to Data

- 24.1 The following provisions shall apply to the rights of the parties to data arising or used in the course of the parties' co-operation:
- 24.2 "VIA Data" shall mean all data that (i) VIA itself, an affiliated company of VIA (§§ 15 et seq. of the German Stock Corporation Act (AktG)) or a third party contracted by VIA provides to the Supplier or a third party contracted by the Supplier and/or (ii) is created, collected, stored or used when using the Goods and Services of the Supplier as well as (iii) data originating from or derived from such data. This applies to such data in their respective form. VIA Data does not include components, hardware, software, IT systems, source code, sketches, development services and any work results of the Supplier that consist of such data.
- 24.3 In the relationship between the parties, VIA has the sole, permanent, unrestricted (in terms of location, subject matter and content) and irrevocable rights to VIA Data. This also includes all known and unknown types of use. We shall have non-exclusive rights in any other data to which VIA gains authorized access in connection with the Supplier's performance of the Contract.
- 24.4 The Supplier shall only be entitled to use the VIA Data for the performance of the Contract. If the Supplier is entitled to pass on the VIA Data to a subcontractor, the Supplier is required to also agree with the subcontractor the rights as set out in this Section in our favor in advance. Upon our request, the Supplier shall provide us with the relevant information and evidence.
- 25. Cooperation Obligations of the Supplier**
- 25.1 Insofar as we are subject to due diligence obligations under public law (e.g. LKsG, ESG, CSR), in particular with regard to a status review or risk assessment, for the fulfilment of which we are dependent on the support of the Supplier, the Supplier shall support us to a reasonable extent in the fulfilment of these obligations within a reasonable period of time. Appropriate support of the Supplier includes, in particular, the provision of information or self-disclosure necessary for the fulfilment of our obligations, the provision of documents or the permission of audits. The Supplier further agrees to agree to appropriate preventive measures by us (in particular, contractual assurances, the implementation of training or the agreement of appropriate control mechanisms).
- 25.2 Insofar as we are obliged to take remedial action at the Supplier's premises or at those of one of its sub-suppliers due to public law requirements (e.g. LKsG, ESG, CSR), the Supplier shall support us in identifying the necessary and appropriate remedial action (whether as an individual measure or as part of an action plan). If we are obliged to implement a corrective measure at the Supplier's premises, the Supplier shall implement the corrective measure independently. If we are obliged to take corrective action at the Supplier's subcontractors, the corrective action at the subcontractor's premises shall be carried out jointly by the Supplier and us. The costs of the corrective action shall be allocated appropriately. In determining the appropriateness of the cost allocation, particular consideration shall be given to the nature and extent of the business activity, the severity and likelihood of the breach and the contribution to the cause.
- 25.3 If the termination of the business relationship is required under public law (e.g. LKsG, ESG, CSR), we shall be entitled to terminate the Contract with the Supplier without notice if necessary. Any other statutory rights of termination shall remain unaffected.
- 26. Export Control; Customs; Proof of Origin**
- 26.1 The Supplier shall comply with all requirements of national and international export, customs and foreign trade law (hereinafter referred to as "Foreign Trade Law") relating to its delivery of Goods and performance of its Services. The Supplier shall obtain any necessary transfer or export licenses, unless the applicable Foreign Trade Law requires us or a third party to apply for such licenses instead of the Supplier. If we are required to obtain such a permit, the validity of our Order shall be conditional upon the granting of such permit.
- 26.2 The Supplier shall inform us in writing without delay if its delivery of Goods and performance of its Services are subject to export control. If the Supplier fails to provide this information, the Supplier shall be obliged to compensate us for any damages resulting therefrom, unless the Supplier is able to provide evidence that the Supplier is not at fault.
- 26.3 As early as possible, but no later than two (2) weeks prior to the delivery/service date, the Supplier shall provide us in writing all information and data that we require to comply with the applicable Foreign Trade Law in the case of export, transfer and import and, in the case of resale, in the case of re-export of the Goods and Services, in particular for each Good and Service:
- 26.3.1 The Export Classification Number (ECCN) according to the U.S. Commerce Control List (CCL), if the delivery is subject to the U.S. Export Administration Regulations;
- 26.3.2 All applicable dual-use/export list items (if the delivery does not fall under an export list item, this must be indicated with "AL: N");
- 26.3.3 The statistical commodity code according to the current commodity classification of foreign trade statistics and the HS (Harmonized System) code;
- 26.3.4 The country of origin (non-preferential origin); and
- 26.3.5 Supplier declarations on preferential origin (for European suppliers) or certificates on preferences (for non-European countries);
- (hereinafter referred to as "Export Control Foreign Trade Data").
- 26.4 In the event of changes in the origin, the characteristics of the Goods or Services or the applicable Foreign Trade Law, the Supplier shall update the Export Control Foreign Trade Data as soon as possible, but no later than two (2) weeks prior to the delivery/service date, and notify us thereof in writing. The Supplier shall compensate us for any damage resulting from missing or incorrect Export Control Foreign Trade Data, unless the Supplier is able to provide evidence that the Supplier is not at fault.
- 26.5 The Supplier undertakes to allow customs authorities to check proofs of origin and supplier declarations at any time and to provide any necessary official confirmations. If the declared origin is not acknowledged, the Supplier shall compensate us for any damage resulting therefrom, unless the Supplier is able to provide evidence that the Supplier is not at fault.
- 26.6 All documents and declarations to be made available to us by the Supplier for the purpose of fulfilling its obligations under this Sec. 26 shall be handed over to us immediately and in the original.
- 26.7 The Supplier agrees to maintain an appropriate Conflict Minerals Reporting System based on Regulation (EU) 2017/821 and Sec. 1502 of the Dodd-Frank Act of the U.S. Securities and Exchange Commission (SEC) to the extent that (conflict) minerals and/or metals described in the foregoing paragraphs are used in the manufacturing or processing of its deliveries to us.
- 27. Reservation of Rights; Confidentiality**
- 27.1 We reserve all property rights, copyrights and industrial property rights to all documents, materials and other items (e.g. order documents, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic documents, information and items) provided by us to the Supplier.
- 27.2 The Supplier may not make such documents, materials and other items accessible or disclose them as such or their contents to third parties, exploit them, reproduce them or change them without our prior written consent. Reverse Engineering is prohibited. The Supplier shall use all items provided to the Supplier exclusively for the purpose of the Contract and return them to us in full at our request and destroy (or delete) any existing (including electronic) copies insofar as they are no longer required by the Supplier in the ordinary course of business and in accordance with statutory storage obligations. At our request, the Supplier shall confirm the completeness of the return and destruction/deletion or state which of the above-mentioned documents, materials and items the Supplier still believes to need for the aforementioned reasons.
- 27.3 The Supplier is obliged to treat all commercial or technical details, which are not public knowledge and which become known to the Supplier through the business relationship, as confidential ("Confidential Information"), to protect such Confidential Information from access by third parties and not to use such Confidential Information for any purpose other than the performance of the Contract. In particular, the Supplier shall not use such Confidential Information for the registration of industrial property rights; the Confidential Information may not be reconstructed, dismantled, decompiled, disassembled, reverse-engineered or deconstructed, emulated or observed or examined outside the contractual purpose. The Supplier shall ensure that its employees, sub-suppliers, subcontractors and other agents in tort or vicarious agents are accordingly required to maintain confidentiality. The Supplier and its employees are only permitted to disclose the business relationship with us with our express written consent.
- 28. Choice of Law and Place of Jurisdiction**
- 28.1 These Conditions and the business relations between us and the Supplier shall be governed by the laws of the Federal Republic of Germany. The conflicts of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 28.2 The court having jurisdiction for our registered office shall have exclusive jurisdiction for all disputes arising from or in

connection with these Conditions or the business relationship between us and the Supplier. We are also entitled to commence legal action at the Supplier's registered office. Mandatory statutory provisions, in particular regarding exclusive places of jurisdiction, shall remain unaffected.

29. Final Provisions

- 29.1 Any oral agreements made or promises given by us prior to the conclusion of the Contract shall not be legally binding and shall be fully replaced by the written Contract.
- 29.2 Legally relevant declarations and notifications made by the Supplier after conclusion of the Contract (e.g. setting of deadlines, reminders, declarations of withdrawal) must be in writing to be effective.
- 29.3 Individual – also oral – contractual agreements shall always take precedence over these Conditions. With regards to the proof of the content of such individual or oral agreements, any written agreement or, if no such agreement exists, our written confirmation shall be decisive, subject to the proof of the contrary.
- 29.4 Should any provisions of these Conditions be or become void or ineffective in whole or in part, the validity of the remaining provisions shall not be affected thereby. Insofar as provisions have not become part of the Contract or are invalid, the content of the Contract shall primarily be governed by the statutory provisions. Only in other respects and insofar as no supplementary interpretation of the Contract takes precedence or is possible, the parties shall replace the void or ineffective provision with an effective provision that comes as close as possible to it in economic terms.