

General Terms and Conditions of Purchase of Visplay GmbH, Weil am Rhein

May 2025

Visplay GmbH (below referred to as: principal) orders on the basis of its General Terms and Conditions of Purchase. Other terms such as deviations or complementary clauses will not become contractual content even if Visplay GmbH does not expressly contradict such terms. These General Terms and Conditions of Purchase apply to all contractual agreements, legal entities under public law and separate funds under public law (below referred to as: agent).

1. Orders and agreements are binding only if confirmed by the principal in writing form. The agent is obliged to confirm the order in writing form within two (2) working days after the date of the corresponding order. After expiry of this period, the principal is no longer bound by the order. If no price or delivery time has been specified in the order and if the agent uses or applies these in his confirmation of order, a binding agreement does not come about before it is confirmed in writing by the principal.

If a specification in terms of price or delivery period is missing but the agent states these in his order confirmation, a binding agreement will only come into place when it has been stated in written form and confirmed by the principal in writing.

2. The delivery period commences on the date of order. The agreed date of delivery is binding. As soon as the agent has reason to believe that he will not be able to deliver within the specified period in whole or in part, notice thereof must be given to the principal forthwith, stating the reasons and the expected duration of the delay.

In case of delayed deliveries, the principal is entitled to demand 0.1% of the agreed price of the entire delivery, at the most however 5%, for every working day of the delay. Further statutory rights are reserved. The incurred blanket damage caused by the delay will be offset against further claims for damages. The claims for damage caused by the delay can also be asserted after unreserved acceptance. The agent is entitled to provide evidence that no or substantially lower damage has been incurred as a result of the delay.

If the agent is in default, he is under the obligation to immediately and at its own expense comply with the principal's request for expedited delivery (express or expedited delivery, express courier, express parcel, air freight, etc.).

3. All deliveries are made at the agent's risk (DDP in accordance with Incoterms 2010). The agent also pays for the shipment charges. If, owing to separate agreement, the principal is under the obligation to pay the freight charges, the agent must select the mode of shipment most favourable for the principal. Additional costs and charges and other detriments are to be paid by the agent. If available, the principals' General Packaging Guidelines apply.

4. Delivery notes in duplicate must be enclosed with each single delivery. The delivery note must include at least the principal's order number, its article number, its article description and the unit quantity per item delivered.

5. Unless agreed otherwise, the prices stated are fixed prices including packing and are understood to include delivery free ramp or free delivery address given by the principal.

6. The agent warrants that the item delivered is free of defects at the time it is handed to the principal, has the guaranteed condition, if specified, and complies with state-of-the-art engineering, in particular with the

pertinent laws, protection, accident prevention and health and safety at work regulations and with the commonly accepted technical standards (e.g. DIN or VDE).

The warranty extends to the parts made by sub-suppliers or subcontractors. The principal inspects the products procured from the agent after receipt and checks it for proper quantity, identity, overt defects and transport damage. Inspections for other defects are made on a random basis, otherwise in the course of usual business procedures. The principal has no further obligations to inspect and will give notice to the agent regarding detected defects promptly after detection.

If claims are asserted against the principal under product liability, the agent is under the obligation to indemnify the principal at first request from and against third party claims for damages if the cause derives from the agent's area of control or organisational realm and if the agent is personally liable in external relations. Under this liability the agent is also obliged to reimburse to the principal any expenses which incurred the principal by taking actions to prevent damage or losses (e.g. recalls); this also applies to identifiable or threatened serial defects. Moreover, the agent is obliged to cover this liability risk by taking out the appropriate insurance and to show the principal evidence of the insurance cover upon request.

The period of limitation is 3 years, commencing on the date the risk passes. Notwithstanding the preceding sentence, a period of limitation of seven years exists for buildings, for items and objects used in a building in compliance with their usual usage and which have caused the defectiveness, and for defects existing in a property right held by third parties.

7. Samples, patterns, tools moulds, drawings and other documents enclosed with the order, which are provided from the principal to the agent, or which the agent makes in accordance with the principals' specifications, must be treated with strict confidentiality and remain our property. Documents of this description must be retained for subsequent orders or, if requested by the principal, be returned after the contract or order has been completed. These documents must not be forwarded to third parties without the principal's consent, nor may they be used for purposes other than for the collaboration with the principal.

The agent undertakes to treat in strict confidence, to keep secret from third parties and to use solely for the collaboration with the enterprises of Visplay GmbH all documents and items of information concerning the items to be delivered, the final products and operational processes relating to the delivery Page 3 out of 4 agreement which the agent receives from enterprises of Visplay GmbH or received from third parties by their order. This applies regardless of whether Visplay GmbH has expressly declared documents and items of information to be confidential or secret or whether these involve business or operational secrets in the legal sense. The agent agrees to bind all its employees and suppliers by this confidentiality agreement who, by virtue of their duties, are capable of obtaining knowledge of the collaboration between the contracting parties.

Products made with the help of the principals' moulds and tools may be delivered to third parties only if the principal's approval in writing has been expressed.

8. The agent warrants and assures that no industrial property rights, other rights and third parties' business or operational secrets are infringed by the use of the items delivered. To this extent the agent indemnifies the principal from and against third party claims.

9. If the agent's suppliers work at the principal's plant or at one of the principals' customers, the agent must instruct these suppliers to abide by accident prevention and the health and safety at work rules and regulations and by the principal's existing operational instructions.

10. The agent is liable for all damage and losses which he or his suppliers cause intentionally or negligently at the principal's plant or at the respective customers' premises. If requested, the agent must show documentary evidence of adequate liability insurance.

11. For the infringement of essential contractual duties by the principal, i.e. contractual duties the performance of which characterise this agreement and which allow the proper performance of this agreement, the principal shall be liable in accordance with statutory provisions. For all other infringements or derelictions of duty the principal shall be liable only if the damage or loss has been intentionally or negligently caused by the principal's legal representative or by an executive vicarious agent.

If the principal is not culpable of intent, the principal shall in any case be liable only for the typically foreseeable damage or loss, with the exception, however, of claims under the product liability laws and claims arising from personal injury for which the principal is liable by law. Any other claims against the principal for damages arising from infringement or dereliction of duty are ruled out, if not specified otherwise in this paragraph.

12. In the absence of other regulations, the principal pays invoices either within 14 days with 4% discount or within 30 days with 3% discount or net within 60 days, in each case after receipt of invoice and goods. The period allowed for payment will not commence prior to the agreed delivery date and after receipt of the invoice by the principal. Payments for the tool costs and charges are defined in the Tool Hire Agreement. If no tool hire agreement has been concluded, the principal does not pay the costs and charges for moulds and tools until perfect parts inspected by the principal have been sampled therefrom. Claims against the principal may be assigned only with the principal's consent given in written form.

13. Unless another place of performance has been agreed on between the contracting parties in written form, the place of performance is at the registered place of business of the principal's affiliated enterprise placing the order. The provisions of the Framework Agreement, is subject to the laws of the Federal Republic of Germany, court of jurisdiction is the place where Visplay GmbH is situated. Particularly with respect to the term of the agreement, governing law and jurisdictional venue apply mutatis mutandis. However, Visplay GmbH is entitled to assert its claims at the agent's general place of jurisdiction

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Place, date

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Signature, stamp