

## General Terms and Conditions (B2B)

### Section 1 Scope

(1) All of the Seller's deliveries, services and offers shall be exclusively subject to these General Terms and Conditions of Business (hereinafter referred to as "GTC") if the Customer is a company, legal entity under public law or special fund under public law. These GTC form part of all agreements concluded between OCULUS Optikgeräte GmbH, Wetzlar, Germany (hereinafter referred to as "OCULUS") and its contracting partners (hereinafter also referred to as "Customers") for the deliveries and services provided by OCULUS. Unless otherwise agreed, the GTC apply in the version effective at the time the order is placed by the Customer and/or in the most recent text version announced. The GTC are a framework agreement and also apply to similar future agreements without OCULUS needing to refer to this fact in every individual case.

(2) The OCULUS GTC shall apply exclusively. Deviating, contrary or additional general terms and conditions of the Customer shall only form part of the agreement if their validity is explicitly approved by OCULUS. This obligation to obtain approval shall apply in any case, even if OCULUS completes delivery to the Customer without reservations in knowledge of the general terms and conditions of the Customer.

(3) Individual agreements concluded with the Customer (including additional agreements, addendums and amendments) shall always take precedence over these GTC. A written agreement and/or OCULUS' written confirmation shall be authoritative for the content of such agreements, subject to evidence to the contrary being provided.

(4) Legally binding declarations and announcements by the Customer regarding the agreement (such as deadline, notification of defect, withdrawal or reduction) shall be submitted in writing, i.e. in written or text form (e.g. letter, email or fax). Legal form requirements and other proof, particularly in case of any doubt about the legitimation of the declaring party, shall not be affected.

(5) References to the applicability of legal provisions shall only serve for clarifying purposes. Even without such clarification, the legal provisions therefore shall apply, unless they directly amend these GTC or are explicitly excluded.

### Section 2 Offer, conclusion of agreement and text form

(1) OCULUS' offers are subject to confirmation and non-binding. This also applies if OCULUS has provided the Customer with catalogues, technical documentation (e.g. drawings, plans, computations, calculations, references to DIN standards), other product descriptions or documents, including in electronic form, to which OCULUS reserves intellectual property rights and copyright.

(2) The order of the goods placed by the Customer is classed as a binding contractual offer. Unless otherwise agreed in the order, OCULUS may accept this contractual offer within two weeks from receipt. Acceptance can be declared either in writing (e.g. by confirming the order) or by delivering the goods to the Customer.

(3) Addendums and amendments to the agreements concluded, including these GTC, shall be placed in text form to become effective (Section 126b of the German Civil Code (Bürgerliches Gesetzbuch – BGB)). With the exception of managing directors and authorised representatives, OCULUS employees may not enter into any deviating verbal agreements.

(4) OCULUS holds the title and copyright to the trade names, brands, symbols, logos and other protectable intellectual property in connection with the products of OCULUS or OCULUS itself. The Customer shall honour the intellectual property of OCULUS at all times and use it as contractually agreed. The Customer shall not copy, distribute, exhibit, process or redesign the rights of OCULUS.

### Section 3 Prices and payments

(1) The prices apply to the agreed scope of services and deliveries. Additional, supplementary and special services shall be invoiced separately. All prices are stated in EURO ex work plus packaging, statutory VAT, customs charges in the case of exports as well as fees and other public levies.

(2) Cash discounts shall only be applied upon explicit agreement to do so.

(3) The purchase price shall be due and payable within 14 days from invoice date and delivery and/or approval of the goods. However, OCULUS may, at any time, even within the scope of an ongoing business relationship, complete delivery, in whole or part thereof, only if payment is made in advance. OCULUS

shall declare such reservation no later than in the order confirmation.

(4) Once the above payment deadline expires, the Customer enters default. The respective applicable statutory default interest shall be added to the purchase price during the default period. OCULUS reserves the right to assert further-reaching damages caused by default. The entitlement to claim business default interest from business persons remains unaffected (Section 353 of the German Commercial Code (Handelsgesetzbuch – HGB)).

(5) The Customer may only offset payment against its own counter-claims or withhold payment based on such claims, if they are undisputed or legally binding. This shall not apply if the offsetting ban in the specific service agreement would force the Customer to pay in full for a defective or unfinished service despite being entitled to assert counter-claims in the amount of the costs for rectifying such defect or the cost of completion.

(6) If it becomes apparent that our purchase price claim is endangered due to the Customer's inability to pay (e.g. due to the commencement of insolvency proceedings), OCULUS is entitled to withdraw from the agreement under the legal provisions regarding the refusal to provide services (Section 321 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)), if applicable after granting a period of grace. In the case of agreements on the manufacture of untenable items (one-off production), we may declare our withdrawal immediately. This shall not affect the legal provisions regarding the dispensability of a period of grace.

### Section 4 Delivery and delivery period

(1) Deliveries are sent ex works. The goods may also be dispatched to another destination at the request and cost of the Customer.

(2) Unless otherwise agreed, OCULUS may determine the type of dispatch, particularly transport companies and transport path, at its discretion and invoice the Customer for all costs incurred. The risk of accidental destruction and deterioration of the goods shall be transferred to the Customer no later than upon transfer of goods. For sales by dispatch, however, the risk of accidental destruction and deterioration of the goods as well as the risk of delays shall be transferred already upon delivery of the goods to the freight forwarder, carrier or other person or organisation engaged to dispatch the goods. If an approval of the goods has been agreed, this shall be the date on which the risk is transferred. The legal provisions of the law applicable to works and services shall further apply correspondingly in the event of an agreed approval of goods. Any delay in the Buyer's acceptance shall not affect the transfer and/or approval of goods.

(3) If the Customer delays acceptance of the goods, fails to cooperate or if our delivery is delayed for other reasons that fall within the Customer's scope of responsibility, OCULUS may claim compensation for any resulting damage, including additional costs (e.g. storage costs). In such case, we shall invoice for fixed compensation in the amount of 0.5% of the goods value per calendar week, starting with the delivery deadline or, if no deadline has been arranged, once notification is given that the goods are ready for dispatch, but no more than 10% if the goods have been rejected in full and final. Proof of greater damages and OCULUS' legal claims (particularly reimbursement of additional costs incurred, reasonable compensation, termination) shall remain unaffected. However, the fixed sum shall be deducted from further-reaching monetary claims.

The Customer may provide proof that no, or significantly less, damage has been incurred by OCULUS.

(4) Any deadlines and dates for deliveries and services indicated by OCULUS shall apply if a fixed deadline or fixed date have been approved or agreed. If dispatches have been agreed, delivery deadlines and dates shall be based on the date and time at which the goods have been transferred to the carrier, freight forwarder or other third party engaged with the transport. The delivery and/or service period can only start once all technical queries have been clarified.

(5) OCULUS shall not assume liability for the inability to deliver or delivery delays caused by force majeure or other events that were unforeseeable at the time the agreement was concluded (such as disruptions to operations of any kind, difficulties procuring materials or energy, transport delays, strikes, legal lock-outs, lack of workforce, energy or raw materials, or failed, incorrect or late deliveries from suppliers), unless such events fall within the scope of responsibility of OCULUS. OCULUS may withdraw from the agreement if such disruptions make it increasingly difficult or impossible for OCULUS to provide the deliveries or

services and they are of a more permanent nature. In the event of only temporary disruptions, the delivery and service period shall be extended or delivery and service dates postponed for the time of the disruption plus an appropriate start-up period. If the Customer cannot be reasonably expected to accept the deliveries and services due to such delay, the Customer may withdraw from the agreement by notifying OCULUS of such fact without delay.

(6) Should it emerge after the conclusion of the agreement that OCULUS' claim is endangered through the Customer's inability to perform, OCULUS may refuse to provide the service. This right to refuse the provision of services shall not apply if the Customer pays consideration or provides security for it. OCULUS may determine a reasonable period for paying such consideration and/or providing security. OCULUS may withdraw from the agreement if the Customer fails to pay consideration within this period.

(7) OCULUS may provide partial deliveries if such partial deliveries can be used by the Customer within the scope of the contractual purpose, the delivery of the remaining goods is ensured and this does not cause the Customer to incur significant additional effort or costs.

(8) In the event of OCULUS being delayed with a delivery or service or the provision of a delivery or service becoming impossible, for whatever reason, OCULUS' liability for damages shall be limited in accordance with Section 7 of these GTC.

### Section 5 Place of fulfilment, risk transfer and approval

(1) The place of fulfilment for all obligations arising from this contractual relationship shall be the location of the head office of OCULUS, unless otherwise agreed. In the event of OCULUS being obliged to install the goods, the place of fulfilment shall be the location where the installation is to take place. Unless explicitly agreed otherwise, this shall only apply to installations within the Federal Republic of Germany. OCULUS shall only perform installations abroad upon explicit agreement.

(2) In the event of the goods being sent to a place that differs from the place of fulfilment upon the Customer's request, the risk shall be transferred to the Customer upon transfer of the delivered items to the carrier, freight forwarder or other persons or organisation engaged with the transport. The same shall apply if partial deliveries are performed or OCULUS has assumed other services as well (such as dispatch or installation). If the dispatch or transfer of goods is delayed due to circumstances within the scope of control of the Customer, the risk shall be transferred to the Customer on the date on which the goods are ready for dispatch and OCULUS has notified the Customer of such fact. The Customer shall carry the costs of storage once the risk has been transferred. The Customer shall agree for OCULUS to use its own persons for transporting goods to any other place than the place of fulfilment, if this place has been explicitly agreed.

(3) A formal approval shall be performed if requested by one of the Contracting Parties. If no approval is requested, the service shall be deemed to have been approved at the end of 12 working days from written notification of the completion of the service. If no approval is requested and the Customer has started using the service, in whole or part thereof, the service shall be deemed to have been approved at the end of six working days from the start of use, unless otherwise agreed.

### Section 6 Material defects, claims for defects

(1) Unless otherwise agreed, the legal provisions apply to the Customer's rights regarding material and legal damage (including incorrect and short deliveries as well as improper assembly or deficient assembly instructions). The special legal provisions for unprocessed goods delivered to end customers shall not be affected in any case, even if it has processed them further (supplier recourse in accordance with Section 478 BGB). Claims arising from supplier recourse are excluded if the faulty goods have been further processed by the Buyer or another contractor, e.g. by incorporation into another product.

(2) OCULUS' liability for defects is primarily based on the contractually agreed quality standards of the goods. The agreement of the quality standards of the goods shall include all product descriptions and manufacturer's specifications that are the object of the individual agreement or which were publicly announced by OCULUS (particularly in catalogues or on our website) at the time the agreement is concluded. Such specifications shall not constitute guaranteed quality features or identification of the

delivery or service. Standard deviations and deviations based on legal requirements or constituting technical improvements as well as the replacement of components with equal parts shall be permissible if they do not impair usability for the contractually agreed purpose.

(3) If the properties have not been agreed, it shall be assessed if a defect exists or not in accordance with the legal provisions (Section 434 Paragraph 1 Sentences 2 and 3 BGB). However, OCULUS shall not assume any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements) which the Customer has not referenced as a fact that influenced its decision to buy.

(4) The warranty period is one year from delivery, or from acceptance, if acceptance is required.

(5) OCULUS generally shall not assume any liability for defects of which the Customer was aware, or of which it was unaware due to gross negligence, at the time the agreement was concluded (Section 442 BGB). The Customer's claims for defects shall further only be effective if the Customer has fulfilled all of its inspection and complaint obligations (Sections 377 and 381 HGB). Section 377 HGB shall be applied as above for contracts for work and services. In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. The Customer shall notify OCULUS immediately and in writing of any defects found during delivery, inspection or at any later date. In any case, obvious defects shall be reported in writing within seven days from delivery and defects that were not apparent during inspection within seven days from their discovery. In accordance with the legal provisions, our liability shall be excluded for defects that remained undetected and were not reported on time due to the Customer failing to inspect the goods.

(6) If a defect has been caused by OCULUS, the Customer may claim compensation for defects under the conditions stated in Section 7.

(7) Claims for defects may not be asserted if the Customer modifies, or engages third parties to modify, the delivery item without obtaining consent from OCULUS to do so and this makes it impossible or unreasonably difficult to rectify the defect. In any case, the Customer shall carry the additional costs for the rectification of defect.

#### Section 7 Liability for damages

(1) OCULUS' liability for damages, for whatever legal reason, particularly on the grounds of impossibility, delay, defective or incorrect delivery, violation of agreement, violation of obligations during contractual negotiations, and illegal activities shall be limited in accordance with this Section 7, insofar as it is based on culpability.

(2) OCULUS shall not assume liability subject to the legal limitations of liability (e.g. diligence in own affairs, immaterial violation of obligations) for simple negligence of its executive bodies, legal representatives, employees or other vicarious agents, unless in the event of

a) injury to life, limb and health, or

b) violations of material contractual obligations.

Material contractual obligations are obligations whose fulfilment is crucial to the proper fulfilment of the agreement and in whose fulfilment the contracting partner does and may regularly trust. In this case, however, liability shall be limited to the discernible, typical damage.

(3) In the event of OCULUS assuming liability for damages on the grounds of Section 7 (2), such liability shall be limited to damages which OCULUS foresaw as potential consequences of a contractual violation or which OCULUS should have foreseen when applying due care and diligence. Indirect damages and consequential damages resulting from defects of the delivery item shall only be eligible for compensation if these damages are typically to be expected when the delivery item is used in accordance with its intended purpose.

(4) Exclusions and limitations of liability shall apply to the same extent to executive bodies, legal representatives, employees and other vicarious agents of OCULUS.

(5) The limitations stated in this Section 7 shall not apply to OCULUS' liability for acts of malicious intent, guaranteed quality features, injury to life, limb and health, and in accordance with product liability laws.

#### Section 8 Retention of title, guarantee

(1) OCULUS reserves the title to the objects of delivery until receipt of all payments arising from the business relationship. OCULUS may demand the return of the delivery item in the event of the Customer

violating the agreement. Such request to return the delivery item shall constitute a withdrawal from the agreement. Once the delivery item has been returned, OCULUS may exploit it. Any proceeds from its sale shall be offset against the Customer's liabilities, less reasonable administration costs.

(2) The Customer shall handle the delivery item with care and, in particular, insure it at its own cost against damages caused by fire, water and theft. The Customer shall, at its own cost, carry out any required maintenance and inspection work in good time.

(3) The Customer may sell on the delivery item as part of a proper business transaction, but shall herewith already assign all receivables in the final invoice amount (including VAT) generated by a sale to its customers or third parties to OCULUS. The customer shall remain entitled to collect such receivables even after their assignment. This shall not affect OCULUS' permission to collect such receivables itself. However, OCULUS shall undertake not to collect the receivables as long as the Customer meets its payment obligations from the proceeds generated, does not get into payment arrears and, in particular, no application has been made to open insolvency proceedings.

(4) The Customer shall process or modify the delivery item always on behalf of OCULUS. In the event of the delivery item being processed together with other items not owned by OCULUS, the latter shall acquire co-ownership in the new item in proportion to the value of the goods to be sold (final invoice amount, including VAT) compared with the other processed items at the time of processing.

(5) OCULUS shall undertake to release the securities to which it is entitled upon the Customer's request if such securities exceed the receivables to be secured by more than 10%. OCULUS shall be free to choose which securities to release.

(6) If goods are being delivered to foreign countries, OCULUS may request for the Customer to provide an indefinite absolute guarantee governed by German law and issued by a bank licensed in the EU for the purpose of securing the payment claims.

#### Section 9 Place of jurisdiction, governing law, final provisions

(1) The place of jurisdiction shall be the location of the head office of OCULUS. However, OCULUS may also initiate legal proceedings before the court in the location of the customer's head office.

(2) The laws of the Federal Republic of Germany shall apply exclusively under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(3) If the Customer is a business person within the meaning of the German Commercial Code, a legal entity under public law or a special trust under public law, the sole, including international, place of jurisdiction for all disputes directly and indirectly arising from the contractual relationship shall be OCULUS' head office in Wetzlar, Germany. The same shall apply if the Customer is an entrepreneur within the meaning of Section 14 BGB. However, OCULUS may, in any case, also initiate proceedings in the place of fulfilment of the delivery obligation in accordance with these GTC and/or an overriding individual agreement or at the general place of jurisdiction of the Customer. This shall not affect any legal provisions which take priority, particularly regarding exclusive responsibility.

(4) Should the agreement or these GTC contain omissions, those legally effective provisions which the contracting parties would have agreed to achieve the economic purpose of the agreement and the purpose of these GTC had they been aware of the omission shall be added to the agreement to close such gap.

#### Section 10 Data protection

(1) OCULUS shall comply with the relevant legal requirements, particularly regarding the General Data Protection Regulation (GDPR), when handling the personal data of the Customer.

(2) OCULUS collects, stores, processes and uses the Customer's personal data if, insofar as and as long as required for the conclusion, performance and termination of this agreement. The Customer's personal data is only collected, stored, processed and used further if required or permitted by law or if the customer has given its consent to do.

(3) The Customer is aware that it is necessary to collect, process and use its personal data such as name, consumer and company details, address, date of birth and bank details on the basis of Art. 6 (1) lit. b) GDPR for the implementation of precontractual measures and for fulfilling this agreement.

(4) OCULUS may, within the legally permitted scope, check the Customer's risk of payment default for the

purpose of deciding on the conclusion, performance and termination of the purchase agreement. In this respect, probability values for the future behaviour of the client are collected and processed. The Customer's address details are also used for calculating these probability values. OCULUS shall use the services of credit rating agencies, such as SCHUFA Holding AG, Wiesbaden, Germany, or other third parties and transfer data of the Customer to them and/or request such data from them for this purpose. Data is collected, processed and used for this purpose on the basis of Art. 6 (1) lit. b) GDPR.

(5) OCULUS may, in particular, transfer the Customer's data to third parties if and insofar as this is necessary for implementing pre-contractual measures and the fulfilment of this agreement (e.g. for dispatch, invoicing and customer service) in accordance with Art. 6 (1) lit. b) GDPR or the fulfilment of a legal obligation within the meaning of Art. 6 (1) lit. c) GDPR. OCULUS may also transfer this data to third parties, within the legally permissible scope, for the purpose of enforcing receivables in accordance with Art. 6 (1) lit. b) and/or f) GDPR.

(6) OCULUS shall provide the customer with free-of-charge information on the personal data stored relating to the Customer in accordance with the legal requirements and upon request. In accordance with the legal terms and conditions, the customer may request the correction, deletion, restriction of processing or transfer of its data to a third party. The Customer further may complain to a supervisory authority.

(7) The Customer may object to the potential use of its personal data for the required performance of a task transferred to OCULUS in the public interest or in execution of a government order or for the required maintenance of the justified interests of OCULUS or a third party, in accordance with Section 5 above, if applicable, and Art. 21 (1) GDPR, at any time in the form of an informal notification to OCULUS. In the event of OCULUS being unable to provide evidence of predominant, compelling and protectable reasons for the use of the data in question, OCULUS shall cease to use it further for such purpose upon receipt of the objection. The Customer may also object to the potential use of its personal data for purposes of direct advertising in accordance with Art. 21 (2) GDPR at any time and free of charge by sending an informal notification to OCULUS. Upon receipt of such objection, OCULUS shall no longer use the data in question for such purposes.

(8) The responsible instance for all questions relating to data protection and the execution of the rights described in Sections 6 and 7 is:

**RPA Datenschutz + Compliance GmbH**  
represented by managing directors **Henning Koch**  
and **Ilja Borchers**  
**Hauser Gasse 19b**  
**35578 Wetzlar, Germany**

The supervisory authority primarily responsible for OCULUS is the Data Protection Officer of the Federal State of Hesse, Gustav-Stresemann-Ring 1, 65189 Wiesbaden, Germany.