

General Terms and Conditions of Business (GTC) of OCULUS Optikgeräte GmbH, Münchholzhäuser Strasse 29, 35582 Wetzlar, Germany

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. They shall also apply to all future deliveries, services and offers provided to the Customer, even if they have not been separately agreed again.

(2) The general terms and conditions of business of the Customer or third parties shall not apply, even if OCULUS does not separately object to their applicability on individual occasions.

Section 2 Offer, conclusion of agreement and text form

(1) If an order is to be qualified as an offer, OCULUS may accept it within a period of two weeks.

(2) 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.

(3) OCULUS reserves the title and copyright to all documents and items (offers, cost estimates, drawings, images, calculations, models, etc.) submitted and sent by OCULUS. The Customer shall not make these items accessible to third parties, publish them, use them itself or through third parties, or copy them without explicit consent from OCULUS.

(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 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.

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.

(3) 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.

(4) 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.

(5) If, after conclusion of the contract, we become aware of facts indicating a significant deterioration in the financial circumstances of the customer, which, according to reasonable commercial discretion, are likely to jeopardise our entitlement to consideration – this includes in particular a request to open insolvency proceedings – we may request the provision of a suitable security within a reasonable period or payment of consideration until the date of its performance. Until the provision of suitable security or receipt of the consideration, we have the right to refuse payment. If the customer does not comply with the legitimate request for the provision of a security or the provision of consideration in due time, we may withdraw from the contract or demand compensation for damages. In addition, we are entitled to require immediate payment of all amounts – including any deferred amounts.

(6) 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.

(7) 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) OCULUS' specifications regarding the object of delivery or service and the description of such shall prevail, unless a detailed agreement is required to ensure usability for the contractually agreed purpose. 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.

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

(3) Claims for defects may only be asserted if the Customer has met its investigation and complaint obligations in accordance with Section 377 of the German Commercial Code (Handelsgesetzbuch – HGB). Section 377 HGB shall be applied as above for contracts for work and services. Once the risk has been transferred and/or the product has

been accepted, the Customer shall immediately inspect its functions and notify OCULUS immediately, but no later than within a period of seven days, of any defects found as well as hidden defects upon their discovery.

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

(5) Claims for defects may not be asserted if the Customer modifies, or engages third parties to modify, the object of delivery 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 any liability in the case of simple negligence of its executive bodies, legal representatives, employees and other vicarious agents, unless such simple negligence constitutes a violation of material contractual obligations. A material contractual obligation is an obligation in which the Customer does, and may, place its trust. Material contractual obligations include, for instance, the obligation to deliver and install the object of delivery, which is to be free from material defects, on time and the obligation to provide advice, protection and care, which are to make it possible for the Customer to use the object of delivery as contractually intended or protect the life, limb and health of the Customer's employees.

(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 and subsequent damages caused by defects in the object of delivery shall also only be reimbursable if they were to be typically expected when using the object of delivery as intended.

(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 object of delivery in the event of the Customer violating the agreement. Such request to return the object of delivery shall constitute a withdrawal from the agreement. Once the object of delivery 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 object of delivery 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 object of delivery 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 object of delivery always on behalf of OCULUS. In the event of the object of delivery 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 Frankfurt am Main. However, OCULUS may also initiate legal proceedings before in 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) 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 so.

(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 pre-contractual 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.

Probability values for the Customer's future conduct are collected and processed for this purpose. 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: OCULUS Data Protection Officer, Henning Wolff. 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.