

General Terms and Conditions of Purchases of OCULUS Optikgeräte GmbH with Default Fee

Section 1 General information, scope

(1) These General Terms and Conditions of Purchase shall apply to all business relationships with our business partners and suppliers (hereinafter referred to as "Sellers"). The General Terms and Conditions of Purchase shall only apply if the Seller is a company (Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)), legal entity under public law or special trust under public law.

(2) The General Terms and Conditions of Purchase shall apply, in particular, to agreements for the sale and/or delivery of movable assets (hereinafter also referred to as "goods"), regardless of the Seller manufacturing the goods itself or purchasing it from a supplier (Sections 433 and 651 BGB). The General Terms and conditions of Purchase in their respective applicable version shall also apply as general agreements for future agreements for the sale and/or delivery of moveable assets with the same Seller without us needing to refer back to them in individual cases. We shall notify the Seller immediately about any amendments to our General Terms and Conditions of Purchase in such case.

(3) These General Terms and Conditions of Purchase shall apply exclusively. Deviating, contrary or additional general terms and conditions of business of the Seller shall only form part of the agreement if explicitly approved by us in writing. This obligation to obtain approval shall apply in any case, even if we approve the deliveries of the Seller without reservations in knowledge of the general terms and conditions of the Seller.

(4) Individual agreements concluded with the Seller (including additional agreements, addendums and amendments) shall always take precedence over these General Terms and Conditions of Purchase. A written agreement and/or our written confirmation shall be authoritative for the content of such agreements.

(5) Declarations relevant in law and notifications that are to be issued by the Seller after the agreement has been concluded (such as deadlines, warnings, withdrawal notifications) shall be placed in writing to become effective.

(6) 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 General Terms and Conditions of Purchase or are explicitly excluded.

Section 2 Conclusion of Agreement

(1) Our order shall be classed as binding at the earliest upon written submission or confirmation. The Seller shall notify us of any obvious errors (such as typos and incorrect calculations) and incomplete information contained in the order, including order documentation, so that these can be corrected and/or completed prior to approval. Failure to do so shall result in the Agreement being deemed to not have been concluded.

(2) The Seller shall confirm our order in writing within a period of 5 working days or execute it without reservations, in particular, by dispatching the goods (approval). Delayed approval shall be classed as a new offer and require approval by us.

Section 3 Delivery period and delay

(1) The delivery periods stated by us in the order shall be binding. If the delivery period is not stated in the order and has not been otherwise agreed, it shall be 2 weeks from conclusion of the Agreement. The Seller shall notify us immediately and in writing if it looks apparent that an agreed delivery period cannot be complied with, for whatever reason.

(2) If the Seller fails to provide its services or does so outside the agreed delivery periods or if the Seller is delayed, our rights, particularly those regarding withdrawal and compensation, shall be based on the legal provisions. This shall not affect the provisions in Section 3.

(3) If the Seller is delayed, we may, in addition to further legal claims, request fixed compensation for our damages incurred by the delay in the amount of 1% of the net price per full calendar week, but totalling no more than 5% of the net price of the goods delivered with a delay. We may provide proof that the damage incurred by us is bigger. The Seller may provide proof that no, or significantly less, damage has been incurred by us.

Section 4 Performance, delivery, risk transfer and delayed approval

(1) The Seller shall not engage third parties (such as subcontractors) to perform the services due to us without our prior written consent. The Seller shall carry the procurement risk for its services, unless agreed otherwise in individual cases (e.g. sales of goods in stock)

(2) Delivery in Germany shall be free to the delivery address specified in the order. If the delivery address has not been specified in the order and nothing else has been agreed, the goods shall be delivered to our head office in Wetzlar – Dutenhofen. The respective destination is also the place of fulfillment (obligation to fulfil).

(3) Deliveries shall be accompanied by a delivery note including the date (issuance and dispatch), content of delivery (item number and quantity) and our order references (date and number). We shall not be held responsible for any delays in processing and payment resulting from failure to include a delivery note or incomplete delivery notes. The Seller shall provide us with a corresponding dispatch notice containing the same content as the delivery note, which shall be sent separately to the delivery note.

(4) The risk of accidental destruction and deterioration of the goods shall be transferred to us upon transfer of the goods at the place of fulfillment. 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 approval of goods. Any delay in our receipt of goods shall not affect the transfer and/or acceptance of goods.

(5) The legal provisions shall apply in the event of us being delayed in our receipt of goods. However, the Seller shall explicitly offer us its services even if a specific or determinable calendar period has been agreed for an action or cooperation on our part (such as provision of materials). In the event of us being delayed in the receipt of goods, the Seller may request compensation for any additional expenses incurred in accordance with legal provisions (Section 304 BGB). In the event of the Agreement relating to an untenable item to be manufactured by the Seller (one-off production), the Seller only shall have further rights if we have agreed to cooperate and have violated this obligation.

(6) If deliveries come from preferred countries, the supplier shall attach proof of preference to the respective delivery. The long-term and individual supplier declarations for the preferred origin (for EU countries) or preference certification (for non-EU origins) shall also be provided to OCULUS without prompting and no later than two weeks from request.

(7) To ensure easy storage in our fully automated high-bay warehouse, all palletted goods shall be delivered on as-new Euro pallets that are secured for transport and measure 120 cm x 80 cm and not exceed 200 cm in height (including pallet).

Section 5 Prices and payment conditions

(1) The price stated in the order shall be binding. All prices include statutory VAT, unless this is stated separately.

(2) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Seller (such as assembly and installation) as well as all ancillary costs (such as proper packaging and transport costs, including any transport and liability insurance required). The Seller shall accept the return of packaging materials upon our request.

(3) The agreed price shall be payable within 30 calendar days from complete delivery and provision of services (including any approval agreed) as well as receipt of a properly prepared invoice. The seller shall apply a 2% discount on the net invoice amount for any payments made by us within 14 calendar days. For bank transfers, payment is deemed to have been made on time if the bank receives our transfer order before the payment deadline. We shall not be liable for any payment delays caused by the banks involved in the payment process.

(4) We shall not be liable to pay regular interest payable on due date. The annual default interest amounts to five percentage points above the base rate. The occurrence of a default shall be determined on the basis of the applicable legal provisions, whereas in deviation to these provisions a written reminder may be required by the Seller.

(5) We shall have the right of set-off, retention and appeal against non-fulfilment of contract within the scope specified by law. We may, in particular, retain payments due as long as we are still entitled to claim compensation for incomplete or deficient services from the Seller.

(6) The Seller shall only have the right of set-off or retention on the grounds of legally binding or undisputed counterclaims.

Section 6 Confidentiality and retention of title

(1) We shall reserve the intellectual property rights and copyright in all images, plans, drawings, calculations, work instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractually agreed services and returned to us upon completion of the Agreement. The documents shall not be disclosed to third

parties, even once the Agreement has expired. This non-disclosure obligation shall only expire if and insofar as the knowledge contained in the transferred documents has become public knowledge.

(2) The provision above shall apply accordingly to substances and materials (such as software, finished and semi-finished products) as well as tools, templates, samples and other items that we provide to the Seller for manufacture. Unless processed otherwise, the Seller shall store such items separately and at its own cost and insure them adequately against destruction and loss.

(3) The Seller shall process, mix or combine (further processing) items for us. The same shall apply if the goods supplied are processed further by us, meaning that we are classed as the manufacturer and acquire the title to the products no later than upon further processing in accordance with legal provisions.

(4) The title of the goods shall be transferred to us without exception and regardless of payment being made. However, in the special event of us accepting an offer made by the Seller to transfer the title on the basis of a purchase price payment being made, the Seller's retention of title shall expire no later than upon purchase price payment for the goods delivered. During the proper course of business, we shall retain the right to sell on the goods even before the purchase price payment has been made and whilst assigning the resulting receivable in advance (simple retention of title extended to include the selling-on of the goods shall apply for the purpose of simplification). In any case, this shall exclude all other forms of retention of title, particularly any retention of title that has been extended, assigned and extended to include further processing.

Section 7 Defective delivery

(1) Unless otherwise specified below, the legal provisions shall apply regarding our rights in the event of physically and legally defective goods (including incorrect and short deliveries as well as improper assembly and inadequate assembly and operating instructions and user manuals) and other violations of duty by the Seller.

(2) In accordance with legal provisions, the Seller shall be liable, in particular, to ensure that the goods have the agreed properties upon the transfer of risk relating to the goods. In any case, product descriptions that are the object of the respective agreement, particularly by being stated or referred to in our order, or which have been included in the agreement in the same manner as these General Terms and Conditions of Purchase, shall be deemed to be an agreement on the properties of the goods. It shall make no difference if the product description originates from us, the Seller or manufacturer.

(3) Deviating from Section 442 Paragraph 1 Sentence 2 BGB, we shall be entitled to unlimited claims for defects even if we were unaware of the defect upon conclusion of the Agreement due to acts of gross negligence.

(4) The legal provisions (Sections 377 and 381 of the German Commercial Code (Handelsgesetzbuch – HGB)) shall apply subject to the following: Our obligation to investigate shall be limited to defects uncovered during our visual inspection of the exterior of incoming goods, including delivery documents, and during our random quality checks (e.g. transport damage, incorrect and short deliveries). There shall be no duty to investigate if the approval of goods has been agreed. Besides, it shall depend on the actual benefit of an investigation, taking into account individual circumstances in accordance with diligent commercial judgement.

This shall not affect our duty to raise a complaint about defects uncovered in the future. In all cases, our complaint (notification of defect) shall be deemed to be immediate and on time if received by the Seller within 10 working days.

(5) The costs incurred by the Seller for the check and subsequent repairs (including any removal and installation costs) shall be carried by the Seller even if it is found that there was, in fact, no defect. This shall not affect our liability for damages in the case of unauthorised rectification of defect. However, we shall only assume liability if we have realised, or failed to realise due to acts of gross negligence, that there was no defect.

(6) Should the Seller fail to meet its duty of subsequent fulfilment, by rectifying the defect (subsequent repair) or delivering a non-defective item (replacement delivery) according to our choice, within a reasonable period of grace given by us, we may rectify the defect and claim damages from the Seller for the expenses incurred in this respect and/or advance payment on such expenses. No period of grace shall be required if subsequent fulfilment by the Seller has been unsuccessful or would be unreasonable for us (e.g. due

to particular urgency, risks to operating safety or impending unreasonable damage). We shall notify the Seller of such circumstances immediately and even in advance, if possible.
(7) Besides, we may reduce the purchase price or withdraw from the Agreement in the event of a physical or legal defect in accordance with the legal provisions. We furthermore shall be entitled to claim compensation for damaged and expenses in accordance with the legal provisions.

Section 8 Supplier recourse

(1) We shall be entitled to raise our legally stipulated claims to recourse within a supply chain (supplier recourse in accordance with Sections 478 and 479 BGB) in addition to claims for defects. We may, in particular, request the exact type of subsequent fulfilment (subsequent repair or replacement delivery) from the Seller which we owe to our customers in each individual case. This shall not limit our legal option (Section 439 Paragraph 1 BGB).

(2) Prior to acknowledging or fulfilling any claims for defects raised by one of our customers (including compensation for expenses in accordance with Sections 478 Paragraph 3 and Section 439 Paragraph 2 BGB), we shall notify the Seller, provide a brief description of the circumstances and request a written statement. Should the Seller fail to provide such statement within a reasonable period of time and if no mutually agreeable solution is found, the actual claim for defects agreed by us shall be deemed to be owed to our customer and the Seller shall carry the burden of proof to the contrary.

(3) Our claims from supplier recourse shall apply even if the goods have been processed further, such as installation in another product, prior to their sale to a consumer, either by us or one of our customers.

Section 9 Producer liability

(1) In the event of the Seller being liable for a product defect, the Seller shall hold us harmless of any third-party claims if the cause falls within the Seller's scope of control and organisation and the Seller assumes liability when dealing with third parties.

(2) Within the scope of the Seller's obligation to hold us harmless of any such claims, the Seller shall compensate expenses in accordance with Sections 683 and 670 BGB which result from or in connection with third-party claims, including any recalls implemented by us. We shall notify the Seller of the content and scope of any recalls, insofar as possible and reasonable, and give the Seller the opportunity to issue a statement. This shall not affect any further-reaching legal claims.

(3) The Seller shall conclude and maintain product liability insurance with a fixed minimum cover of EUR 5 million per personal injury / physical damage.

Section 10 Statute of limitation

(1) The mutual claims of the Contracting Parties shall expire by limitation in accordance with the legal provisions, unless otherwise agreed.

(2) Deviating to Section 438 Paragraph 1 No. 3 BGB, the general statute of limitation for claims for defects shall be three years from risk transfer. The statute of limitation shall start upon approval if such approval has been agreed. The three-year statute of limitation shall apply accordingly to claims arising from legal defects, with the legal statute of limitation for tangible claims for release made by third parties (Section 438 paragraph 1 No. 1 BGB) remaining unaffected. Claims arising from legal defects shall furthermore never expire by limitation as long as third parties are still able to assert their rights against us, particularly on the grounds of no statute of limitation.

(3) The statute of limitation of the sale of goods law, including above extension, shall apply to all contractual claims for defects, within the legally permitted scope. If we are entitled to claim compensation for non-contractual damages on the grounds of a defect, the regular legal statute of limitation (Sections 195 and 199 BGB) shall apply, unless the application of the statute of limitation of the sale of goods law would result in a longer statute of limitation in individual cases.

Section 11 Quality

Any quality assurance agreement concluded with the Seller shall be complied with by the Seller at all times.

Section 12 Employees' rights

The Seller shall undertake to

(1) comply with the fundamental employees' rights stipulated by the international conventions of the United Nations (UN), the International Labour Organization (ILO), the Organisation for Economic Co-operation and Development (OECD) and the UN Global Compact.

(2) fulfil the obligations arising from the German Minimum Wage Act (Mindestlohngesetz – MiLoG), the German Posted Workers Act (Arbeitnehmer- Entsendegesetz – AEntG) and the provisions of the collective wage agreements stated therein that are applicable to the Contractor's operations. If the service to be provided by the Seller falls within the scope of application of laws pertaining to compliance with collateral wage agreements and/or minimum wages or any other law which stipulates the payment of a minimum fee for the service purchased from the Contractor, the Seller shall undertake to guarantee to pay the minimum wage contained therein to its employees engaged with the provision of the service as well as compliance with the Customer's obligation to provide information and inspection stipulated therein. The Seller shall furthermore oblige subcontractors to comply with the above provisions regarding their employees. In the event of the Seller violating one or several of the obligations stated in Section 12, the customer may grant the Seller a reasonable period of grace for the fulfilment of its obligations, subject to any other rights.

Section 13 Governing law and place of jurisdiction

(1) These General Terms and Conditions of Purchase and all legal relationships between us and the Seller shall be governed by the laws of the Federal Republic of Germany under exclusion of international uniform law, particularly the United Nations Convention on Contracts for the International Sale of Goods (CISG). The terms and conditions and effects of the retention of title shall be governed by the laws in effect at the respective storage location of the goods, unless such choice of law in favour of German law is impermissible or ineffective.

(2) If the Seller is a merchant within the meaning of the German Commercial Code, legal entity under public law, or special fund under public law, the exclusive – place of jurisdiction, for all disputes (including international disputes) arising from the contractual relationships shall be Wetzlar, Germany, the location of our head office. However, we may also initiate proceedings before a court in the place of fulfilment of the delivery obligation.

Section 14 Data protection, confidentiality and security

(1) We shall process the supplier data required for the conclusion and performance of the Agreement for this purpose. In the event of documents or data of which the partners have obtained knowledge or which have been transferred to them relate to a person or persons, the parties shall undertake to comply with the applicable legal data protection regulations, and particularly with the General Data Protection Regulation (GDPR) and the new version of the German Data Protection Act (Bundesdatenschutzgesetz – BDSG).

(2) The data may be transferred to third parties if required for the performance of the Agreement or fulfilment of a legal obligation. If the contractual relationship with the third party constitutes order data processing in itself, we shall conclude an order data processing agreement within the meaning of Art. 28 GDPR and obtain explicit advance written consent from the supplier for this purpose.

(3) We may, within the legally permissible scope, – check the risk of supplier default for the purpose of deciding on the conclusion, performance and termination of the Agreement.

Data is collected, processed and used for this purpose on the basis of Art. 6 (1) lit. B) GDPR.

(4) The contractually agreed service shall be exclusively provided in a member state of the European Union or a contractual country of the treaty on the European Economic Area. The contractually agreed services or partial work relating thereto may only be transferred to third countries if the special conditions of Art. 44 et seqq. GDPR have been met (e.g. adequacy decision of the European Commission, standard data protection provisions, approved codes of conduct).

(5) The parties shall ensure that all persons engaged by them with the processing or fulfilment of the Agreement comply with the legal data protection regulations. Proof of compliance with the obligation to maintain data secrecy required under data protection law shall be provided to the opposite party upon request.

(6) The parties shall maintain confidentiality about all confidential information, business and operating secrets obtained within the scope of the contractual relationship and, in particular, refrain from transferring them to third parties or use them for any other purposes than those intended in the Agreement. This shall not affect the fulfilment of the parties' legal obligations. This shall not affect the obligation to maintain confidentiality about any business and operating secrets obtained on the basis of the Agreement.

Confidential information is information which a qualified third party would regard as worth protecting or which is marked as confidential. This may include information disclosed during verbal presentations or discussions. Confidential information may be exclusively used for fulfilling the obligations arising from this Agreement. The obligation to maintain confidentiality shall not apply to information which the parties obtain in a legal manner or which becomes known outside the Agreement without any violations of the obligation to maintain confidentiality being committed.

(7) The data supplied to us by the supplier is deleted as soon as it is no longer required for fulfilling the purpose of its collection. This means, in particular, that the collected personal data is deleted after the conclusion of the Agreement, unless this is opposed by legal or contractual retention periods.

(8) We are obliged to make regular and sufficient data backups. We shall also meet the technical and organisational requirements in accordance with Art. 32 GDPR. In particular, we shall protect our systems subject to access against unauthorised reading, storage, modification and other unauthorised access or attacks of any kind by employees of the supplier or other third parties. To do this, we shall implement suitable, proven, state-of-the-art measures to the extent required, particularly to protect against viruses and other malware or dangerous program routines and also implement measures to protect our equipment, particularly against burglary. When using systems to which we have no access, we shall impose corresponding obligations on our contracting partners and regularly