

# TERMS & CONDITIONS OF PURCHASE

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## Article 1: Definitions

In these General Terms and Conditions of Purchase, the following terms will be understood to have the meanings assigned to them below:

- 1.1** Buyer: Optics 11 B.V. having its registered office at HETTENHEUVELWEG 37-39, in Amsterdam, the Netherlands, or an affiliated company as stated in the Order.
- 1.2** Supplier: Each natural person or legal entity from which the Buyer orders Products and/or Services and/or with which the Buyer negotiates regarding the Order for Products and/or Services.
- 1.3** Order: The Buyer's Order issued to the Supplier to supply Products and/or perform Services to these General Purchasing Terms and Conditions.
- 1.4** Products: All goods delivered, or to be delivered, to the Buyer in the context of performing the Order, regardless of whether the Order exclusively involves the supply of those goods or whether it also involves the supply of Services.
- 1.5** Services: The services provided by the Supplier to the Buyer pursuant to the Order, to the extent this does not consist of supplying Products.
- 1.6** Specification: Detailed description of the Products and/or Services to be supplied by the Supplier as stated in the Order.
- 1.7** Agreement: Agreement between the Buyer and the Supplier regarding the Order, including any written amendment thereto, for the delivery of Products and/or the provision of services by Supplier together with the specifications, annexes, appendices and these General Purchasing Terms and Conditions.

## Article 2: Applicability

- 2.1** These General Purchasing Terms and Conditions apply exclusively to all Orders made between the Buyer and the Supplier, as well as any subsequent or related agreements. They also extend to negotiations concerning these Orders or Agreements, even if no formal Agreement is reached. The Supplier's offer is subject to these Terms and Conditions. Applicability of any general terms and conditions used by or referred to by the Supplier is expressly rejected.
- 2.2** Any deviations from or additions to these Terms and Conditions, regardless of their form, are only valid if the Buyer has provided written consent.
- 2.3** If there is a conflict or ambiguity between documents comprising the Agreement, the Supplier must promptly inform the Buyer. The Buyer will then decide which document prevails. In that case, Seller is not entitled to any additional compensation or to deviate from agreed terms.

### Article 3: Applicable Law

**3.1** The laws of the Netherlands govern these Terms and Conditions, all Orders placed by the Buyer, and all Agreements concluded between the parties. The United Nations Treaty Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is explicitly excluded from applicability. The court in Amsterdam shall have exclusive jurisdiction to settle any dispute or claim in first instance in connection with the agreement between the Supplier and the Buyer.

### Article 4: Order

**4.1** The Buyer's obligation to adhere to Orders is contingent upon the Supplier's confirmation, which entails returning a signed copy of the Order provided by the Buyer within 14 days of receipt, unless otherwise specified in the Order. Until the Supplier confirms the Order as outlined above, the Buyer reserves the right to cancel the Order by providing written notice to the Supplier, without incurring any obligation to compensate the Supplier for damages or other expenses.

**4.2** Any offers, delivery deadlines, warranties, specifications, price lists, or other terms agreed upon in writing by the Supplier may not be unilaterally altered after issuance.

**4.3** The Agreement is formalized upon the Supplier's timely confirmation of the Order in accordance with Article 4.1. The terms of the Agreement are solely determined by the Order and these General Purchasing Terms and Conditions."

### Article 5: Price

**5.1** The prices outlined in the Order remain unchanged unless mutually agreed upon by both parties.

**5.2** The prices of the Products include standard packaging and Delivery at Place ("DAP") to the destination specified by the Buyer (Incoterms 2010), as per Article 13. If the buyer is responsible for initiating shipping, it will be explicitly stated. In the absence of express written agreement to the contrary made prior to the Agreement, the agreed price is all inclusive and therefore includes, all preparatory and ancillary work required to meet the Buyer's specifications and descriptions, amongst others, all costs and rights, packaging, inspections, tests, certificates, levies, transport etc. For the rendering of services, the price includes, amongst others, preparatory work, travelling and accommodation expenses, travelling hours, transport, office, meal, administrative costs, and other overhead costs.

## Article 6: Vendor Outsourcing

**6.1** The Supplier is obligated to carry out the Order without any further subcontract works unless previously agreed with the Buyer and the Buyer has explicitly granted prior written consent or issued a written Order permitting the Supplier to subcontract work, engage subcontractors, or procure products or services from third parties. The Supplier bears full responsibility for the performance of any third parties involved in fulfilling the Order, as if it were their own performance. The Supplier shall indemnify the Buyer against any claims brought by third parties involved in executing the Order."

## Article 7: Timely Performance

**7.1** The Supplier is obliged to fulfill the Order within the specified term stated in the Order, time is of the essence. The term for performance begins on the Order date, unless otherwise agreed upon in writing by the parties.

**7.2** Failure by the Supplier to meet all or part of the requirements outlined in Article 7.1 will immediately be in default without a notice of default being required. In such instances, the Buyer reserves the right without prejudice to its other rights, to either terminate the entire Order or the unfulfilled portion of the Order (and to have a third party fulfill it at the Supplier's expense).

**7.3** Signing for delivery does not prevent the Buyer from exercising its rights according to the Agreement.

**7.4** If circumstances arise or are foreseeable that prevent the Supplier from meeting the obligations specified in Article 7.1, the Supplier must promptly inform the Buyer in writing, detailing the nature of the circumstances, the actions taken to address them, and the anticipated duration of the delay. Failure to provide such notification will prevent the Supplier from later citing these circumstances. Force majeure does not excuse the Supplier from obligations if they have not complied with the provisions of this Article.

## Article 8: Delivery Postponement

**8.1** The Buyer has the right to delay the delivery of the Products for a reasonable duration by providing the Supplier with a written notice to that effect. In this notice, the Buyer must specify the period for which the delivery deadline will be extended.

**8.2** If the Buyer exercises the right outlined in Article 8.1, the Supplier must store the Products appropriately in a manner that clearly identifies them as intended for the Buyer and take necessary steps to maintain their quality. The Buyer is responsible for reimbursing the Supplier for reasonable direct costs associated with this storage.

## Article 9: Performance in line with Specification

**9.1** The Supplier is obliged to execute the Order in full accordance with the Specification and in accordance with the applicable standards of good and competent workmanship.

**9.2** The Buyer has the right to modify the Specification. If such modifications leads to significant changes in costs or the time required for Order fulfillment, the price or delivery date of the Order will be reasonably adjusted accordingly.

**9.3** Upon receiving written notice of the modification, the Supplier must notify the Buyer within 10 working days if the changes will substantially affect costs or the timeframe for Order completion. If the Supplier fails to do so, it loses the right to refuse to adhere to the modified Specification. Pending an Agreement between the parties regarding the modification of the Order, the Supplier must proceed with Order fulfillment based on the proposed amendment by the Buyer without any impact to the original purchase price."

## Article 10: Quality Guarantee

**10.1** The Supplier guarantees the satisfactory quality of the delivered Products and/or Services. Specifically, the Supplier must ensure that:

- a.** The Products and/or Services are fit for their intended purpose.
- b.** The Products are new, of high quality, and free from design, manufacturing, construction, and measurement defects, as well as defects in materials.
- c.** The Products and/or Services have been produced and/or performed in accordance with the latest technological advancements.
- d.** The Products and/or Services fully comply with the Specification and other terms of the Agreement (FAT requirements, test reports etc).
- e.** The Products and/or Services fully adhere to all relevant laws and regulations.

**10.2** The Products and/or Services will be considered unsatisfactory if defects arise within 1 year of delivery, unless they result from the Buyer's gross negligence, intentional misuse, or failure to maintain properly. This period shall be extended by any time during which the delivered Product cannot be used as a result of a failure to conform to any applicable warranty.

**10.3** Without prejudice to any other right or remedy available to the Buyer under applicable law or the Agreement, if a Product fails to conform to the warranty in this clause, Supplier shall at the discretion of the Buyer (i) repay to the Buyer the full purchase price paid for such Product within fifteen (15) calendar days after the Buyer has informed Supplier of such failure, and upon payment of the purchase price, ownership of the

relevant Product will transfer back to the Supplier; or (ii) at the Buyer' discretion within a reasonable timeframe repair or replace the Product free of charge

## Article 11: Inspection prior to Dispatch

**11.1** The Buyer retains the right to inspect or test Products prior to delivery, during processing, manufacturing, or storage, and may arrange for such inspections or tests to be conducted. The Supplier is obligated to provide the Buyer, or a designated expert, with access to necessary facilities and offer assistance without charge for any witnessed FAT, if applicable.

**11.2** The Supplier must inform the Buyer in advance of any tests to be conducted. The Buyer has the right to attend these tests or designate an expert to attend.

**11.3** Regardless of whether the Buyer exercises the rights outlined in Articles 11.1 and 11.2, and irrespective of the outcomes of the inspections and tests mentioned therein, the Supplier remains fully accountable for fulfilling the Order correctly.

## Article 12: Delivery

**12.1** The Supplier must package and protect the Products adequately to guarantee their safe arrival at the destination via standard transport methods and their subsequent safe unloading. They must also diligently adhere to any special packaging or safety requirements specified by the Buyer, provided they are informed in advance. The packaging must consistently comply with relevant regulations.

**12.2** The Supplier must strictly adhere to the Buyer's instructions regarding preservation, certification, labelling, shipping, and the provision of accompanying transport documents.

**12.3** The Buyer retains the right to reject shipments that fail to meet the criteria outlined in Articles 12.1 and/or 12.2.

**12.4** The Products must be delivered DAP (Incoterms 2010) to the location specified by the Buyer. The Supplier must ensure adequate standard packaging and. Delivery remains entirely at the Supplier's risk and expense, even if the suitable transport. Partial deliveries are only allowed if explicitly stated in the Order Supplier engages the services of the Buyer's staff during any part of the delivery process.

**12.5** If Supplier exceeds the delivery time, Supplier will be immediately in default without any notice of default being required.

**12.6** The Supplier is to comply and provide all requested information as applicable in this clause to the Buyer as and when requested.

**12.6.1** Compliance with Laws and Regulations: The Supplier shall ensure that all exports comply with the laws, regulations, and export control requirements of both the exporting and importing countries.

**12.6.2** Export Licensing: The Supplier shall obtain any necessary export licenses or permits required for the export of goods or services and shall provide evidence of such licenses upon request.

**12.6.3** Documentation: The Supplier shall provide all necessary documentation but not limited to commercial invoices, packing lists, certificates of origin, Dual Use Licenses and any other required export documentation.

**12.6.4** Export Classification: The Supplier shall classify all exported goods in accordance with applicable export control regulations, including the appropriate Harmonized System (HS) code or Export Control Classification Number (ECCN).

**12.6.5** Restricted Parties: The Supplier shall not engage in any transactions with restricted parties, including individuals, entities, or countries subject to sanctions, embargoes, or export control restrictions.

**12.6.6** Export Compliance Program: The Supplier shall establish and maintain an export compliance program to ensure adherence to export control regulations, including training employees, screening transactions, and conducting regular audits.

**12.6.7** Reporting Obligations: The exporter shall report any suspected violations of export control laws or regulations to the appropriate authorities and shall cooperate fully in any investigations.

## Article 13: Inspection After Delivery

**13.1** Unless otherwise specified in the Order, the Buyer shall inspect the Products or evaluate the Services within a reasonable timeframe after their delivery or performance, respectively. If the inspection reveals any inconsistencies with the Order, the Buyer has the option to return the Products, reject the Services, or accept them at a reduced price.

**13.2** The inspection does not waive the Buyer's right to assert the Supplier's failure to fulfill warranty obligations outlined in Article 10 or any other obligations the Supplier may owe to the Buyer.

**13.3** Sections 6:89 and 7:23 of the Dutch Civil Code shall not apply.

**13.4** If any part of a shipment or a production batch of the Products do not conform to the Agreement, the Buyer may reject, at its discretion, the entire shipment or production batch without any payment becoming due for any part of such shipment or production batch of the products and without any liability towards the Supplier. In the event of a rejection, the Buyer shall inform the Supplier and store the rejected Products, or have the

Products stored at the risk and expense of Supplier. If Supplier has not taken back the rejected Products within 14 (fourteen) days after being informed of such rejection by the Buyer, the Buyer is entitled to return the Products at the Supplier's risk and expense. If the Supplier refuses to accept the delivery of the rejected Products, The Buyer is entitled to store, sell or destroy the Products at the risk and expense of the Supplier.

#### Article 14: Ownership and Risk Transfer

**14.1** Ownership of the Products transfers to the Buyer upon delivery or payment, whichever occurs first. Until the Products are delivered to and accepted by the Buyer, the Supplier is responsible for any damage or loss.

**14.2** In contrast to Article 14.1, ownership of the Products mentioned in Article 8 transfers to the Buyer when they are placed in storage for the Buyer.

**14.3** If incomplete Products have been prepaid, the Buyer, through the advance payment, gains ownership of all materials, raw materials, and semi-manufactured materials from the date of payment, without requiring further delivery. The Supplier must store these Products separately, without any liens or duties, on behalf of the Buyer.

**14.4** Even if ownership has transferred per Article 14.2 or 14.3, the Supplier remains responsible for any damage or loss until the Products are delivered to and accepted by the Buyer.

**14.5** The Supplier assures that the delivered Products will be free from any encumbrances, retention of title, or third-party rights, and that the Buyer will have unrestricted access to the Products or Services. The Supplier is liable for any harm or loss resulting from breaching this provision and must indemnify the Buyer accordingly.

#### Article 15: Payments

**15.1** Payment by the Buyer is contingent upon the complete fulfillment of the Order. Once the Order has been entirely executed in accordance with its terms, the Supplier can issue an invoice, with a payment term of 30 days from the Buyer's receipt of said invoice.

**15.2** The Supplier cannot transfer their claims against the Buyer to any third party without the Buyer's prior written consent.

**15.3** The Buyer has the right to offset any debts owed to the Supplier against any claims the Buyer has against the Supplier or a related group company. If the claim offset by the Buyer is not yet due, a discount will be applied equivalent to the statutory interest for the period between the offset date and the due date.

**15.4** The Buyer reserves the right to suspend payment to the Supplier if the Supplier, or an affiliated group company, fails to fulfill their obligations under other agreements



between the parties, without prejudice to the Buyer's statutory rights to delay performance.

**15.5** The Supplier is not entitled to terminate or partially terminate the Agreement or to suspend or partially suspend the execution of performances under the Agreement.

**15.6** Payment cannot be regarded as constituting any acknowledgement by the Buyer of the delivered product and or the services rendered being compliant with the specification and does not release the Supplier from any liability in that regard.

**15.7** The Buyer has the right to assign the Agreement to a third party within its group without requiring the Supplier's consent.

#### Article 16: Items/Goods Provided by the Buyer

**16.1** The Buyer retains ownership of all goods provided to the Supplier for the fulfillment of the Order. The Supplier must refrain from using these goods in any manner that would result in third parties gaining ownership through alteration, addition, mixing, or any other means. If these goods become part of a Product, the Buyer automatically assumes ownership of that Product without requiring further delivery, contrary to the provisions of Article 14. However, the risk-related provisions outlined in Article 14 remain unaffected and fully enforceable.

**16.2** The Supplier must, at their own expense and on behalf of the Buyer, ensure that all goods received from the Buyer are adequately insured against any potential harm or loss, irrespective of the cause.

**16.3** Upon completion of the Order, and unless otherwise instructed in writing by the Buyer, the Supplier must promptly return all models, stamps, drawings, or other tools provided by the Buyer, in good condition. The Supplier utilizes these tools at their own risk, and the Buyer bears no responsibility for any adverse outcomes resulting from their use by the Supplier or any third party. These tools must only be used for the proper execution of the Order and cannot be utilized for any other purpose without explicit authorization from the Buyer.

#### Article 17: Liability and Indemnity

**17.1** Supplier shall be liable for any harm or loss that the Buyer or third parties may directly or indirectly incur due to a failure of Supplier to meet its obligations, whether that harm or loss is caused by Supplier, its associated staff, any third parties engaged by Supplier or the delivered product (including any defects) or services. The Supplier assumes full responsibility for the completion of the Order, bearing all associated risks.

**17.2** The Supplier holds complete liability for any harm or losses suffered by the Buyer or third parties due to defects in the Products provided and/or Services rendered, even if the Supplier is not at fault for the creation or existence of these defects.

**17.3** The provisions outlined in Articles 17.1 and 17.2 also extend to the benefit of any affected third parties including personnel of the Buyer. The Supplier must indemnify the Buyer against any claims made by such third parties.

**17.4** It is mandatory for the Supplier to procure adequate insurance from a reputable insurer to cover their obligations and liabilities under the Agreement or applicable law or Clause 16.2 applies in all cases.

#### Article 18: Breach/Insolvency -Supplier

**18.1** If the Supplier fails to fulfill any obligations under the Agreement or related agreements, or does so inadequately or belatedly, or if any of the following events occur:

- a.** The Supplier is declared bankrupt, placed in receivership, or subject to administration.
- b.** The Supplier requests or undergoes a payment suspension.
- c.** The Supplier engages in debt restructuring, voluntarily or otherwise.
- d.** The Supplier ceases a substantial portion of their business operations, transfers it to a third party, or liquidates it.
- e.** A significant attachment is placed, raising doubts about the Supplier's ability to continue relevant business activities (pertinent to the Buyer),

then the Buyer reserves the right to dissolve all or part of the Agreement without further notice or legal intervention. This dissolution does not impede the Buyer's entitlement to seek compensation for incurred losses, expenses (including legal fees), and interest.

**18.2** Any claims against the Supplier arising from the scenarios become immediately payable in full.

**18.3** Despite Agreement dissolution as outlined in Article 18.1, the Buyer retains all rights, while the Supplier maintains all obligations specified in these Terms and Conditions or under applicable law.

**18.4** The Buyer can terminate all or part of the Agreement with written notice. In such instances, the Buyer reimburses the Supplier solely for pre-termination direct expenses and direct termination costs.

#### Article 19: Confidentiality and Intellectual Property Rights

**19.1** Drawings, images, designs, models, calculations, processes, methods, tools, moulds, know-how, confidential business information and other rights regarding

intellectual property or similar rights and which are issued by the Buyer, are vested in the Buyer, or which are made on the instructions of the Buyer, in relation to the Agreement or the purpose thereof or, in that connection, by or on behalf of Supplier for the Buyer and any improvement or enhancement thereon (hereinafter jointly: the IPR), accrue exclusively to the Buyer and remain exclusively vested in The Buyer.

**19.2** Supplier guarantees to the Buyer that the products and/or services delivered to the Buyer do not infringe any right of intellectual property belonging to a third-party and will indemnify the Buyer on its first request against claims of third parties and defray in full all damages and costs suffered and incurred by the Buyer in connection with those claims.

**19.3** If the Buyer contributes financially and/or technically to product or service development, or if the Supplier manufactures or provides services according to Buyer's specific instructions, Ownership of intellectual property rights (IPR) directly resulting from Buyer's order shall be transferred to Buyer. The Supplier will cooperate in necessary formalities for this transfer. Additionally, if the delivered products or services are protected by Supplier's IPR, the Supplier grants the Buyer a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, sell, and sublicense these IPR insofar necessary to use and sell the Products and Buyer's products that incorporate the Products or the results of the Services for Buyer's business purposes.

**19.4** If, pursuant to the Agreement, the Buyer provides the Supplier with products protected by the Buyer's intellectual property rights (IPR), the Supplier is granted a limited license to use these IPR solely for executing the Agreement. The Supplier explicitly disclaims any right or title to such IPR.

**19.5** Unless expressly accepted otherwise in the Agreement by the Buyer, the products and their packaging must not bear any trademarks or other indications, except those required by law for product transportation. The Supplier is obligated to follow the Buyer's instructions regarding the dimensions, positioning, and other aspects of such trademarks. Additionally, the Supplier warrants that it possesses the legal right to assign all IPR under the Agreement to the Buyer and acknowledges that the Agreement does not confer any rights to the Supplier regarding the IPR. Furthermore, the Supplier must refrain from using the IPR for any purposes other than those specified by the Buyer and must not reproduce, disclose, or display them to third parties.