

General Terms and Conditions of Sale and Delivery

Status: November 2023

Section 1: Scope

(1) The deliveries, services and offers of Amphenol Precision Optics GmbH (hereinafter referred to as "Seller") shall be governed exclusively by these Terms and Conditions of Sale and Delivery unless other terms and conditions have been expressly agreed to in writing by Seller. These Terms and Conditions of Sale and Delivery shall also apply if the Seller unconditionally delivers the goods or unconditionally accepts the order in the knowledge that the Buyer's terms and conditions conflict with or deviate from these Terms and Conditions of Sale and Delivery.

(2) The Terms and Conditions of Sale and Delivery shall only apply if the Buyer is a businessman (section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(3) These Terms and Conditions of Sale and Delivery shall also apply to all future contracts for the sale and/or delivery of movable goods with the Buyer, without the Seller having to refer to them again in each individual case. The Seller hereby expressly objects to the Buyer's general terms and conditions.

(4) These Terms and Conditions of Sale and Delivery shall not apply to services and training. Separate terms and conditions shall also apply if the services or training are offered together with the goods.

Section 2: Offer, Conclusion of Contract, Delivery Quantity, Technical Data and Drawings

(1) The Seller's offers are subject to change without notice and non-binding, unless otherwise stated in the offer.

(2) The Buyer's order is a legally binding offer to conclude a contract.

(3) A supply contract shall only be concluded upon written confirmation of the order by the Seller, which the Seller may issue within two weeks of receipt of the Buyer's order, unless the Buyer specifies a longer period. The content of the order confirmation shall be decisive for the content of the contract; if the Buyer does not object within seven (7) working days, the content of the order confirmation shall be the basis of the contract. If no Order Confirmation is issued, a supply contract (to which these Terms and Conditions of Sale and Delivery shall apply) shall be concluded by the provision of the Goods. In this case, the Buyer waives receipt of the Seller's declaration of acceptance.

(4) The Buyer is aware that rejects or overproduction cannot be ruled out in the production process. Furthermore, packaging units should be filled to capacity as far as possible. The Seller is therefore entitled to deliver a quantity of the purchased goods that deviates from the delivery contract by +/- 10%. The purchase price shall be calculated on the basis of the quantity actually delivered.

(5) Unless otherwise agreed in writing, the approximate values customary in the industry shall apply to technical data and material specifications in the contract. Information contained in catalogs, brochures and other written documents of the Seller shall be binding only to the extent that it is expressly included in the offer/order confirmation. The Buyer must check the information for suitability for the intended use before concluding the contract.

(6) If technical data and drawings are exchanged in the course of the order process, only the drawings and data prepared or used by the Seller shall be binding, provided that they are included in the offer or order confirmation. All drawings provided by the Seller shall remain the property of the Seller and may not be passed on to third Parties without the prior consent of the Seller.

Section 3: Prices / Terms of Payment / Minimum Order Value

(1) Unless otherwise agreed by the Parties in individual cases, the Seller's prices shall be "EXW Sinn-Fleisbach" (Incoterms 2020) excluding packaging plus the statutory value-added tax applicable at the time of invoicing. In principle, the prices valid at the time of the offer shall apply.

(2) Invoices shall be payable within 30 days of the invoice date without any deductions. Notwithstanding the foregoing, the Seller is entitled at any time and without giving reasons to make a delivery dependent on concurrent payment.

(3) The Seller reserves the right to deliver to new customers only after the customer has paid the invoice amount in advance. The new customer will be expressly notified of this before the contract is concluded.

(4) After the expiry of the payment period (30 days) referred to in section (2), the Buyer shall be in default. If the Buyer is in default, the Seller shall be entitled to demand default interest in the amount of eight (8) percentage points above the base interest rate. The right to commercial interest on arrears (Section 353 HGB) shall remain unaffected. The assertion of further damages is not excluded.

(5) All payments shall be made in Euro.

(6) The minimum order amount is EUR 250.00 net. For orders below this minimum amount, the Seller is entitled to charge a processing fee of EUR 75.00 net.

Section 4: Retention of Title

(1) The Seller retains title to the delivery items until receipt of all payments already made at the time of conclusion of the respective contract.

(2) The goods subject to retention of title shall be stored separately from the goods of the Buyer or third Parties and shall be clearly marked as the property of the Seller.

(3) The Buyer is entitled to resell and/or process the reserved goods in the ordinary course of business.

(4) The Buyer's claims arising from the resale of the reserved goods (including other claims such as insurance claims or tort claims in the event of loss or destruction) are hereby assigned

to the Seller by way of security. Seller accepts the assignment. The Buyer is entitled to collect the assigned claim as long as he meets his payment obligations.

If the Buyer defaults in payment, the Seller shall be entitled to revoke the collection authorization. In this case, the Buyer shall be obliged, upon the Seller's request, to provide the Seller with all information necessary for the collection and to allow an authorized representative to check the status of the assigned claim on the basis of his bookkeeping and to notify the debtors of the assignment.

(5) If the goods subject to retention of title are processed by the Buyer, it is hereby agreed that the processing is carried out in the name and for the account of the Seller as manufacturer and that the Seller shall directly acquire ownership or - if the processing is carried out from or in connection with materials of several owners or if the value of the processed item is higher than the value of the delivered goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the delivered item to the value of the newly created item. If the Seller loses its ownership due to combination or mixing, or if the Seller does not become the owner of the manufactured item due to processing, the Buyer hereby assigns to the Seller in advance a co-ownership share in the uniform item corresponding to the proportionate value of the delivery item. The Seller hereby accepts this offer. The transfer is replaced by free storage.

(6) Prior to full payment of the secured claims, the delivery items subject to retention of title may neither be pledged to third Parties nor transferred by way of security. The Buyer shall immediately notify the Seller in writing of any seizure of the Seller's property by third Parties.

(7) In the event of default in payment on the part of the Buyer, an application for the opening of insolvency proceedings against the Buyer's assets, a transfer of expectancy to third Parties or a transfer of the Buyer's business to third Parties, the Seller shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the delivered goods. If the Buyer fails to pay the purchase price due, the Seller may only assert these rights if it has previously set the Buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions. The Seller may enter the Buyer's business premises in order to demand the return of the goods. After taking back the goods subject to retention of title, the seller is entitled to sell them on the open market. The proceeds of the sale shall be deducted from the Buyer's liability (less reasonable costs of sale).

(8) The seller undertakes to release the securities to which he is entitled at the request of the Buyer to the extent that they exceed the value of the claims to be secured by more than 20%, insofar as these have not yet been settled.

Section 5: Shipment

(1) Unless otherwise agreed between the Buyer and the Seller in individual cases, the goods shall be delivered "EXW Sinn-Fleisbach" (Incoterms 2020). At the request and expense of the Buyer, the Seller shall insure the goods against the usual transportation risks.

(2) If the delivery is delayed at the request of the Buyer or if delivery on call has been agreed in individual cases and the Buyer does not call the delivery within 14 days after notification of

readiness for delivery, the goods shall be stored at the Seller's premises at the Buyer's risk and expense and shall be invoiced as delivered "EXW Sinn-Fleisbach" (Incoterms 2020).

Section 6: Deliveries / Delivery Time

(1) The dates for deliveries shall be agreed between the Parties. If the Parties have agreed on a delivery period, this period shall commence on the date of the written order confirmation or, if no such confirmation is issued, on the date on which the goods are made available.

(2) Compliance with the agreed delivery and performance dates shall be subject to the timely receipt of all documents to be supplied by the Buyer and the timely provision of all necessary information and the fulfillment of all other obligations by the Buyer. If these conditions are not fulfilled in time, the deadlines shall be extended accordingly; this shall not apply if the Seller is responsible for the delays.

(3) If the Seller realizes that an agreed deadline cannot be met, the Seller shall notify the Buyer without delay.

(4) The Seller shall not be liable for delays in delivery due to force majeure or due to other events which were unforeseeable at the time of the conclusion of the contract and which affect the Seller or one of its suppliers and for which the Seller is not responsible (e.g. strike, lockout, interruption of operations, failure to deliver on time, transportation delays, unfavorable weather conditions, government restrictions, sovereign interventions, monetary or trade policy measures, natural disasters, fire, flooding, piracy, obstruction of traffic routes, etc.). The delivery period shall be extended by the duration of the temporary hindrance to performance for which the Seller is not responsible.

(5) The Seller is entitled to make partial deliveries, provided that

(i) the partial delivery is usable for the Buyer within the scope of the contractual purpose,

(ii) the delivery of the remaining goods is assured, and

(iii) the Buyer does not incur any additional costs.

(6) Claims for damages due to impossibility of delivery or delay in delivery are limited in accordance with the provisions of section 8 (6) of these General Terms and Conditions of Sale and Delivery.

Section 7: Reservation of the right of withdrawal

(1) The seller is entitled to withdraw from the contract if the delivery is significantly impeded or made impossible by force majeure, strikes or natural catastrophes or the non-delivery, incorrect or late delivery by a supplier, and if this obstacle, for which the seller is not responsible, is not only of a temporary nature.

(2) The seller is entitled to withdraw from the contract if the Buyer has provided incorrect or incomplete information about the facts that determine his creditworthiness.

Section 8: Warranty / Compensation / Liability

The statutory provisions shall apply to the Buyer's rights in the event of defects as to quality and defects in title, unless otherwise provided below.

(1) The Buyer shall inspect the goods for defects immediately upon receipt. The Buyer shall notify the Seller in writing of obvious defects without delay, but no later than ten (10) working days (Monday to Friday) after receipt of the delivery, and of hidden defects without delay, but no later than seven (7) working days after discovery. Otherwise, the delivery shall be deemed approved.

(2) The Buyer shall give the Seller the opportunity to examine the complaint, in particular to make the goods complained of and their packaging available for inspection by the Seller. At the Seller's request, the rejected goods shall be returned to the Seller freight prepaid within 14 days. In the event of a justified complaint, the Seller shall reimburse the costs of the cheapest method of shipment; this shall not apply if the goods are located at a place other than the place of intended use.

(3) If the goods are defective, the Seller shall be entitled, at its option, to remedy the defect by repair or by delivering new goods free of defects.

(4) The warranty shall not apply if the Buyer, without the Seller's consent, modifies the delivered goods or has them modified by a third party, and if this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Buyer shall bear the additional costs of remedying the defect resulting from the modification.

(5) If rectification or replacement is not possible or is refused or does not take place or fails for other reasons for which the Seller is responsible within a reasonable period set by the Buyer, the Buyer may, at his discretion, withdraw from the contract or reduce the purchase price. Correction of the purchase price is possible only by correcting the invoice or issuing a credit note by the seller.

(6) Further claims of the Buyer, in particular for damages in lieu of performance and for compensation for other direct or indirect damages - including incidental or consequential damages, regardless of the legal basis - are excluded. This does not apply if

a) the Seller has fraudulently concealed a legal or material defect or has expressly assumed a guarantee for the absence or quality of the goods;

b) the damage is due to intent or gross negligence on the part of the Seller, one of its legal representatives or vicarious agents or a negligent breach of material contractual obligations by the Seller or these persons. Essential contractual obligations are obligations the fulfillment of which is essential for the proper execution of the contract and on the fulfillment of which the contractual partner regularly relies and may rely. However, in the event of a slightly negligent breach of material contractual obligations, the Seller's obligation to pay compensation for property damage and financial loss shall be limited to the amount of the foreseeable damage typical for the contract.

c) a culpable breach of duty by the Seller or its legal representatives or vicarious agents has led to physical injury or damage to health;

d) liability is assumed under the Product Liability Act.

(7) The provisions of the preceding paragraph shall apply mutatis mutandis to direct claims of the Buyer against the Seller's legal representatives and vicarious agents.

(8) In all cases, the statutory provisions shall remain unaffected in the case of a final delivery to a consumer (supplier's recourse pursuant to sections 478 and 479 of the German Civil Code (BGB)).

Section 9: Statute of Limitations

(1) The statute of limitations for claims for defects is governed by section 438 of the German Civil Code (BGB).

(2) All claims which are excluded from the exclusion of liability according to section 8 (6) as well as any claims for restitution in rem shall become statute-barred according to the statutory provisions.

(3) All other claims between the contracting Parties shall be subject to a limitation period of two years from the beginning of the statutory limitation period.

Section 10: Place of Performance / Place of Jurisdiction / Applicable Law / Miscellaneous

(1) Unless expressly agreed otherwise, the place of performance shall be the Seller's registered offices.

(2) The exclusive - also international - place of jurisdiction for all disputes arising from the delivery relationship is Dillenburg, Federal Republic of Germany. The seller is also entitled to sue the Buyer at his place of jurisdiction.

(3) The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

(4) Should individual provisions of these General Terms and Conditions of Sale and Delivery be invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions.

(5) General clause: Any deviations from the above shall not be valid unless given in writing.