

# GENERAL TERMS AND CONDITIONS OF SALE

OSRAM Česká republika s.r.o., Zahradní 1442/46; 79201 Bruntál, IČO: 25863321, DIČ: CZ25863321

The Company is registered in the Commercial Register at the Regional Court in Ostrava, File Number C 22898

## Clause 1 – General Provisions

1.1 These General Terms and Conditions of Sale ("Conditions") shall constitute business conditions within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended. Unless the contract stipulates otherwise, these Conditions shall govern the legal relationship between the buyer of the goods ("Buyer") and OSRAM Česká republika s.r.o. ("Seller") irrespective of the nature of contract concluded between them. Goods for the purposes of these Conditions shall mean material, semi-finished goods, or other products intended for further production processing. They may also concern secondary products manufactured by OSRAM Česká republika s.r.o. or waste, unutilized material, used tangible property, or machinery ("Goods"). The supplied Goods are specified in the contract, either in the form of a bilateral written arrangement between the Parties expressly identified as a contract or in the form of a written order and its written confirmation as a consensual manifestation of the Parties' intentions regarding the content of the contract.

1.2 Any Buyer's general terms and conditions in addition to these conditions shall only apply if the Seller explicitly agrees to them in writing.

1.3 Each provision of these General Terms and Conditions of Sale shall apply unless stated otherwise in the written agreement between the Buyer and Seller.

1.4 By accepting the Goods, Buyer agrees with these General Terms and Conditions of Sale.

## Clause 2 – Placing and Confirmation of Orders

2.1. Minimum order value shall be EUR 500 excluding VAT or its equivalent in USD or CZK. If the Buyer's total order is less than 500 EUR excluding VAT the Seller reserves the right to refuse the said order or to add a one-off fee of 12 EUR without VAT or its equivalent in USD or CZK to the price of the goods.

2.2. Purchase contract between Seller and Buyer must be in writing. The purchase contract may also be in the form of a written order of Buyer confirmed in writing by Seller and delivered to Buyer.

2.3. Signing the purchase contract, which includes these Conditions shall annul all prior agreements relating to the contract provisions if the said provisions are in conflict with them.

2.4. Seller accepts the purchase contract as binding upon its confirmation in writing. Buyer's orders may be confirmed by Seller in the form of an Order Confirmation in electronic form (e-mail) sent to Buyer's e-mail address; for a confirmed order to be valid, no electronic guaranteed signature shall be required to be attached to the e-mail. No order so confirmed shall be considered invalid due to lack of form.

2.5. These Conditions shall form an integral part of the goods purchase contract and shall apply to all legal relationships arising between Seller and Buyer.

2.6. Buyer must check whether the confirmed order is correct immediately upon its receipt. If a discrepancy between its order and confirmed order occurs, Buyer must, in writing, within 2 days refuse the said confirmed order. Failure to do so within the prescribed period deems the confirmed order to be accepted and consequently be binding upon both Parties.

2.7. Any subsequent or additional agreements to the purchase contract must be in writing and must be confirmed in writing by both Parties.

## Clause 3 – Purchase Price and Payment Terms

3.1. Unless another written agreement is concluded in respect of the purchase price of the Goods, Buyer shall be obliged to pay Seller the purchase price set on the basis of Seller's pricelist applicable on the date of delivering an order. Beyond the agreed purchase price, Buyer shall be obliged to pay Seller the VAT applicable pursuant to the laws. The purchase price of the Goods is fixed upon agreement between Seller and Buyer in CZK, EUR or USD. The contract purchase price is subject to VAT which is added in accordance with the current law to the purchase price.

3.2. Seller shall issue an invoice to Buyer on which the contract purchase price is given. The invoice due date is given in accordance with the contract payment terms.

3.3. The price shall be paid into Seller's bank account without any deductions, unilateral reductions or retentions. Buyer discharges its obligation to pay the due monies when the relevant amount is credited to Seller's account.

3.4. Any delay by Buyer in paying the purchase price invokes the contract penalty of 0.05 % of the amount due per day of delay calculated from the first day of delay. Payment of the penalty does not prejudice Seller's right for compensation. It also applies to any additional costs incurred by changing the original conditions and requirements by Buyer and is duly charged by Seller.

3.5. Invoice shall be issued upon the goods' delivery, namely the date of shipment or storage, if requested by Buyer or if Seller has not received shipment instructions in due time.

## Clause 4 – Delivery and Taking Delivery of Goods

4.1. Buyer is obliged to duly take over the delivered Goods. Duly delivered Goods shall also mean functional Goods having only those defects which do not prevent proper use of the Goods for the purpose arranged in the contract or for the usual purpose with regard to the nature of the Goods.

4.2. Where no other delivery terms are arranged, the FCA delivery term pursuant to INCOTERMS 2010 shall apply. The place of delivery of the Goods shall be Buyer's registered address or place of business.

4.3. If Buyer refuses to take over the delivery without a proper reason, the delivery shall be considered as fulfilled. In such case, it may be stored and insured at Buyer's risk and cost, all payment obligations of Buyer shall become due for reimbursement, and all other consequences ensuing from the delivery shall set in (Buyer shall be obliged to fulfil obligations pursuant to the contract as if the delivery has taken place). The same consequences of delivery shall apply to the planned delivery date if dispatch is postponed due to reasons for which Buyer is responsible.

4.4 Seller shall not be considered as being in default with delivering the Goods if Buyer is not fulfilling its contractual obligations.

The delivery period is correspondingly extended if events occur that are outside Seller's control (e.g. strikes, lockouts, production line breakdowns and delays by subcontractors) as well as *force majeure* events. If foregoing circumstances occur including the absence of deliveries from suppliers, Seller reserves the right to withdraw partially or completely from the contract without Buyer's entitlement to any compensation. The Seller must inform Buyer of any such circumstances.

4.5. If Seller does not observe the agreed date of delivery of the Goods due to fault on its part, Buyer shall be entitled to a contractual penalty of 0.5 % of the price of the part of the undelivered Goods for every complete week of default for which Buyer has suffered damages. The contractual penalty for default shall be restricted to 5 % of the price of the Goods with the delivery of which Seller is in default.

## Clause 5 – Delivery Date and Delivery Conditions

5.1. On time delivery of the goods is subject to the timely receipt of all essential documentation, permits, consents, approvals and cooperation from Buyer. It is also conditional on compliance with the agreed payment terms and other obligations by Buyer. Unless these conditions are duly met, the delivery due date shall be correspondingly extended.

5.2. Seller shall be entitled to suspend the fulfilment of its obligations ensuing from the contract if (i) Buyer has been in default with making a payment or providing the guarantee for payment pursuant to the contract for more than 30 days, (ii) Buyer fails to fulfil the obligations necessary for Seller to fulfil its own obligations, (iii) Buyer has breached the contract substantially, or (iv) Buyer is in default with making a payment to Seller based on another contractual relationship concluded between Buyer and Seller. During the period of Buyer's default, Seller shall not be deemed to be in default with fulfilling the obligations ensuing from the contract and the arranged deadline for delivering a service shall be extended accordingly, at least by the period of Buyer's default as stated above.

5.3. The deadline for delivering Goods specified in an Order Confirmation shall only be of an informative nature rather than a firm delivery deadline. The delivery deadline may be extended by an adequate time if Seller's performance is delayed owing to, or is aggravated by, a third party. In such case, the extension of the delivery deadline shall not be considered as breach of a contractual obligation. Seller reserves the right to deliver the purchased goods prior to the agreed due date; such an event shall be deemed as legitimate and thus Buyer shall be obliged to duly take over the delivery of the Goods.

## Clause 6 – Title Retention Clause

Buyer shall acquire the title to the Goods only after paying the agreed purchase price. Until Buyer acquires the title to the Goods, it shall not be allowed to handle the Goods in any way without Seller's prior written consent. If Buyer does handle these Goods, it shall be obliged to notify the person towards whom the act of handling is undertaken of the retention of Seller's title.

## Clause 7 – Risk of Loss

7.1. Unless agreed otherwise, the risk of damage to the Goods shall pass to Buyer at the moment of handover of the Goods to the carrier.

7.2. Buyer hereby assumes the risk of changed circumstances within the meaning of Sections 1764 to 1766 of the Civil Code.

## Clause 8 – Warranty Claim

8.1. Buyer shall be entitled to claim:

(i) Within 10 days from the date of taking over the delivery if insufficient quantity of the Goods has been delivered and visible quality defects have been found.

(ii) Hidden quality defects within 8 days of discovery, but not later than 3 months from taking over the delivery of the Goods.

8.2. Buyer must make a claim in writing with detail description of the defect and goods identification, i.e. type of goods, material code, batch number, invoice number or delivery note and the date of delivery and upon request is obliged to allow personal inspection of the goods by Seller. Defective goods must have the original packaging and vendor labels.

8.3. Arbitrator analysis relating to the quality of goods claim shall be carried out by an independent consultant acceptable to both Parties. Costs associated with the quality arbitrator analysis shall be paid by (i) Seller if the warranty claim is justified or (ii) Buyer if the warranty claim is not justified.

8.4. Seller may, at its option, either to replace or repair the defective goods or provide a reasonable discount. The missing quantity shall be, if possible and practical, delivered or Buyer shall receive a credit note. Open-ended claim is not considered as the reason to withdraw Buyer's obligation to pay the contract purchase price within the time given on the invoice. Seller accepts no other guarantees and commitments unless the contract states otherwise.

## Clause 9 – Liability for damage

9.1. Unless agreed otherwise, Seller's liability for damages and costs and expenses shall be governed solely by this Article 9 irrespective of the legal theory on which liability relies, including, among other things, contractual liability, liability in tort (including negligence), liability for distorted details, liability for damages, warranty liability, or others.

9.2. Seller shall be liable for harm to health and for intentional action or omission in compliance with the applicable laws.

9.3. Only direct damages can be compensated. Irrespective of whether it concerns liability for damages, contractual liability, liability in tort (including negligence and breach of a legal obligation), or otherwise, Seller shall in no case be liable for Buyer's lost profit, lost production, interrupted operation, lost possibility to use, capital expenses, loss of interest, lost information or data, claims resulting from Buyer's contracts with third parties, claims arising from delayed delivery, or any direct or consequential damages.

9.4. Obligation to compensate for damage irrespective of whether it concerns liability for damages, contractual liability, liability arising from legal regulations (including negligence or breach of a legal obligation), or another type of liability pursuant or in relation to the contract or in connection with the contract, Seller's

# GENERAL TERMS AND CONDITIONS OF SALE

OSRAM Česká republika s.r.o., Zahradní 1442/46; 79201 Bruntál, IČO: 25863321, DIČ: CZ25863321

The Company is registered in the Commercial Register at the Regional Court in Ostrava, File Number C 22898

total liability shall not exceed 10% of the contractual price of the goods (excluding VAT) for all damages in their total extent.

9.5. The limitations on the obligation to compensate for damage specified in these terms and conditions also apply to the benefit of the Seller's affiliated companies and subcontractors.

## Clause 10 – Circumstances Excluding Liability

10.1. Force Majeure shall mean any event which OSRAM or OSRAM's subcontractors could not have reasonably handled, which could not have been prevented by applying time-proven industry procedures, and which is conducive to OSRAM or any of OSRAM's affiliated companies or subcontractors not being able to fulfil, in part or in whole, their obligations resulting from this Contract or being able to fulfil them, in part or in whole, with delay. Force Majeure events shall include, among other things, a war, public commotion, civil unrest, terrorism, natural disasters, epidemic, strikes, lockouts, attacks on OSRAM's IT systems (e.g. virus attacks, hacking attacks, etc.), non-issuance of licences, permits, or approvals, other actions or inaction of public authorities, embargoes, other business sanctions which are imposed by the European Union (EU), the United States (U.S.), a public authority on the EU or U.S. territory, or the United Nations, as a consequence of which OSRAM or any of OSRAM's affiliated companies may, at OSRAM's discretion, be exposed to sanctions, penalties, loss of privileges, or public authorities' action or inaction, or which damage OSRAM or any of OSRAM's affiliated companies, or refusal to supply on the part of a subcontractor for reasons similar to the ones specified herein, or action or inaction on the part of the public

10.2. If a Force Majeure event occurs, OSRAM shall not be considered as being in breach of the obligations resulting from this Contract until it surmounts the consequences of the Force Majeure event to the extent necessary to surmount them.

10.3. OSRAM shall notify Buyer of the Force Majeure event and of OSRAM's affected obligations.

10.4. If one or more Force Majeure events occur and their impact has lasted for 180 days, either Contracting Party may terminate this Contract, by written notice delivered to the other Contracting Party, in respect of the part of supply that has not yet been carried out.

## Clause 11 – Withdrawal from Contract

11.1. Parties may withdraw from the contract only in cases of substantial breach of the contract or if explicitly provided for in the contract or these General Terms and Conditions of Sale. The withdrawal is effective from, and including, the date the withdrawal notice is received by the other Party.

11.2. Substantive breach of Contract is considered to be the following:

11.2.1. Seller's default in delivering the goods which is longer than 30 calendar days. Subsequently to this cut-off date the Buyer shall notify the Seller whether the goods should be delivered. If the Buyer insists on the delivery, the withdrawal from the contract shall take place after the lapse of 30 calendar days following the date the withdrawal notice is received by the Seller.

11.2.2. Buyer's default in payment of the invoiced amount that is longer than 30 calendar days.

11.2.3. Buyer's delay in making a down payment, if the down payment has been agreed, that is longer than 10 calendar days.

11.2.4. Buyer's failure to collaborate with the Seller preventing the Seller to discharge its contractual responsibilities for a period longer than 30 calendar days.

11.3. Parties are entitled to withdraw from the contract if *force majeure* event prevents the delivery of the goods for a period longer than 3 months.

11.4. Seller is entitled to withdraw from the contract if the Buyer delays its financial obligations for longer than 30 calendar days, regardless of whether these financial obligations relate to the contract subject to withdrawal or any other contract. If the Seller does not withdraw from the contract, any obligations relating to the said contract are not in default until the due monies are paid by the Buyer.

## Clause 12 – Confidentiality

12.1. "Confidential Information" is any information or data designated by the Party providing the information as "Confidential" or similarly described, and in particular any business or technical information and data that one Party imparts to the other, and which relate to the purpose for which the contractual relationship is entered into (hereinafter referred as the "Purpose"), in any format – hard copy or electronic, including the provision of information through the Internet.

12.2. Either Party is not permitted without the prior written consent of the other Party to disclose to the third-Party confidential information, or to make confidential information, even if only partially, in any way available to the third Party. The Parties are entitled to use received documents, data and information related to the confidential information only for the Purpose given by the contractual relationship between the two Parties. Breach of confidentiality by the Party does not take place if the information is provided under obligations required by the law or made available to the court or arbitral tribunal in the exercise of any claims or the rights arisen from the contractual relationship or by the provision of information, documents and data to persons with which the Party forms a concern (holding), as well as to consultants and other persons participating in the contractual relationship or activities related to the given contractual relationship that are under legal or contractually assumed obligation of confidentiality, especially lawyers or tax consultants advising the Parties whilst neither Party is permitted in any connection with this contractual relationship to absolve such persons from the duty of confidentiality. The Parties undertake to ensure that these persons are familiar with the duties of confidentiality, and they are committed to its compliance to the same extent as the Parties.

12.3. Duty of confidentiality does not apply to the information that:

12.3.1. It is public knowledge at the time of the contract signing or which is disclosed by other means than by breach of this clause by either Party.

12.3.2. Party must disclose in accordance with the law or orders of the state authority under the current legislation, or the information that the Party had demonstrably in possession at the date of the contract signing.

12.3.4. Shall be conveyed to either Party by a third Party without any restriction on their use or confidentiality.

12.4. The duty of confidentiality shall survive termination of the contractual relationship. In case of breach of the duty referred to in this clause the injured Party shall be entitled to withdraw from all contracts entered into with the other Party and the injured Party is entitled to a contractual penalty of 4,000 EUR for each such violation. The injured Party's claim for the damages is not affected.

12.5. Seller undertakes to observe the laws pertaining to personal data protection. Buyer shall be obliged to establish legally required prerequisites (e.g. to obtain declarations or consents) to enable Seller to fulfil the obligations without violating the laws.

## Clause 13 – Export Control Provisions

13.1. If the Buyer transfers the goods to a third party (hardware and / or software and / or production technology including related documentation and irrespective of the manner of transfer) delivered by the Seller, or the works and services (including any form of technical support) provided by the Seller, the Buyer shall comply with any current export and re-export national and international regulations. If any transfer of the said goods, works or services takes place the Buyer shall always comply with the Czech Republic, European Union and United States export and re-export control regulations.

13.2. Prior to any transfer of goods, works or services delivered or provided by the Seller to a third party the Buyer in particular undertakes to check and safeguard using reasonable measures the following:

13.2.1. No embargo violation imposed by the European Union, United States and / or UN takes place during such transfer, brokering contracts relating to these goods, works or services, or the provision of other financial resources in connection with these goods, works or services, taking into account the domestic trade constraints and prohibition of by-passing the said embargos.

13.2.2. Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons under the conditions and scope that such use is subject to prohibition or authorisation unless the authorisation is granted.

13.2.3. Take into account regulations, included in all lists of proscribed organizations by the European Union and United States of America, relating to trading with entities, persons and organisations contained therein.

13.3. If Buyer is obliged to carry out export checks, it shall immediately provide, upon request of Seller or OSRAM GmbH, all information relating to a particular end customer, the place of destination, and the planned use of the work forming part of the services, as well as information on the existing export limitations.

13.4. Buyer shall provide Seller with compensation for damages, and shall release Seller from liability, in the event of claims, procedures, actions, penalties, losses, costs and damages inflicted due to or in relation to Buyer's violation of export control laws and shall compensate Seller for all related losses and expenses, except when such damages have not been caused as a result of Buyer's fault. This provision shall not constitute a change to the legal burden of proof.

13.3. If it is required by the pertinent authorities or the Seller to carry out the export control check, the Buyer upon request by the Seller, shall promptly provide all information relating to the end customer, destination and intended use of the goods, works and services provided by the Seller or by OSRAM GmbH, as well as any current export control restrictions.

13.4. Buyer shall indemnify and release the Seller from any liability against any claims, proceedings, actions, fines, losses, costs and damages arising out of or relating to any noncompliance with export control regulations by the Buyer and the Buyer shall compensate the Seller for any losses and expenses resulting thereof.

## Clause 14 – Applicable Law and Final Provisions

14.1. When or if certain provisions of the contract or these General Terms and Conditions of Sale become invalid, unenforceable or ineffective it shall not affect the validity, enforceability or effectiveness of the other provisions of the contract or these General Terms and Conditions of Sale. Parties have a duty to make every effort to sign the contract amendment in which the invalid, unenforceable or ineffective provisions are replaced by new provisions which are more suitable for the initially intended commercial Purpose.

14.2. Parties shall not tolerate any form of corruption or bribery, nor in any way consent to such activities or tolerate any illegal offers of payments or similar provision of money to government officials to influence the decision-making process.

14.3. Unless stated otherwise in the contract or these General Terms and Conditions of Sale the legal relationship between the Parties shall be governed by the Commercial Code, as amended, and the Czech Republic legislation.

14.4. Before placing an order, Buyer shall be obliged to familiarise itself with these Conditions and declares that it considers them as clear and sufficiently explained and that they do not significantly deviate, without a special reason, from usual conditions arranged in similar cases. The application of Section 558 (2), Section 1726, Section 1728, Section 1729, Section 1740 (3), Section 1744, Section 1757 (2) and (3), Section 1765, Sections 1798 to 1800, Section 1950, Section 1995 (2), and Section 2630 of the Civil Code shall be excluded. The Contracting Parties expressly confirm to conclude this contract as entrepreneurs within the scope of their business and that neither of them has the position of a weaker party towards the other.

14.5. These Conditions and all legal relationships between Seller and Buyer shall be governed by the laws of the Czech Republic, in particular, by Act No. 89/2012 Coll., the Civil Code, as amended, excluding the application of the UN Convention on Contracts for International Purchase of Goods (Communication of the Ministry of Foreign Affairs No. 160/1991 Coll.).

Effective from January 2026