

General Procurement Conditions of OSRAM Licht AG

I. General

1. Order and Order Confirmation

(1) For orders of OSRAM Licht AG (in the following referred to as “OSRAM”), the following general procurement conditions apply unless there is an applicable agreement in place between the contractor and OSRAM. Deviating general terms and conditions of the contractor are only binding for OSRAM insofar as they are consistent with OSRAM’s conditions, or the applicable agreement or OSRAM has confirmed its explicit agreement in writing.

(2) Order acceptance shall be confirmed immediately, however, at the latest 14 days after receipt of OSRAM’s order. After expiration of the said time period, OSRAM shall no longer be bound to the respective order.

(3) If the order confirmation differs from the order, OSRAM shall only be bound if OSRAM has agreed to such deviation in writing. Acceptance of goods or services or payment does not constitute such agreement.

(4) All agreements made between OSRAM and the contractor upon contract conclusion are fully put down in writing. There are no oral side agreements. OSRAM’s employees are not entitled to enter into deviating oral agreements.

2. Prices

(1) The prices quoted by OSRAM and confirmed by the contractor are fixed prices. Costs for packaging are included in the prices unless otherwise set forth in the order.

(2) Any increase or reduction in the price as a result of changes affecting the execution of the agreement must be notified to OSRAM immediately and is subject to OSRAM’s written approval prior to the shipment of the goods or the provision of the service.

3. Payment

(1) Payment by OSRAM does not constitute acceptance of the goods delivered or services performed as being compliant with the agreement and free from defects.

(2) OSRAM shall only be obliged to make payments to the contractor. The assignment of a claim requires OSRAM’s prior written approval.

(3) OSRAM shall not be bound to make any payment or otherwise fulfill the obligations under the accepted order, as applicable, in the event of a conflict with Foreign Trade Regulations (as defined under Section I. 8. (1) below), embargos or other sanctions.

4. Delays in Delivery and Performance

The contractor is obliged to inform OSRAM without delay about any hindrances or delays which will result in delay with the agreed delivery or performance date or period. OSRAM is entitled to raise any statutory default claims without limitation.

5. Confidentiality / Data Protection

(1) The order and any associated commercial or technical information provided by OSRAM to the contractor are confidential and may not be passed on to third parties without OSRAM’s prior written approval unless this is strictly necessary for the performance of the agreement. In the event of a violation of this confidentiality obligation, OSRAM reserves the right to claim damages.

(2) The contractor and OSRAM undertake to comply with the relevant data protection rules, in particular the provisions of the European General Data Protection Regulation (GDPR) and the respective local data protection laws, when providing and receiving the agreed goods or services.

(3) OSRAM undertakes to process personal data provided by the contractor exclusively for the performance of its contractual obligations. The data will neither be used for any other own purpose nor for any purposes of third parties. Further information on data protection for OSRAM business partners can be found at <https://www.osram.com/cb/services/privacy-policy/index.jsp>.

6. Reference Advertising

No reference may be made to the business relationship with OSRAM for advertising purposes unless OSRAM has given its prior written approval.

7. Compliance and Sustainability

(1) Within the context of its business relationship with OSRAM, the contractor undertakes, for itself and for all persons acting on its behalf, to comply with all applicable national and international regulations, in particular those relating to anti-corruption, anti-trust and anti-money

laundering. In particular, the contractor undertakes not to actively or passively, directly or indirectly, engage in any form of bribery or to offer or grant, promote or accept any advantages that violate applicable national and international anti-corruption regulations. The contractor shall comply with the “Code of Conduct for ams OSRAM Group Suppliers” in the version valid at the time of the order, which is available at <https://ams-osram.com/code-of-conduct>.

(2) Within its organization, the contractor undertakes to comply with the applicable statutory provisions on the treatment of employees, environmental protection, occupational health and safety and to enforce them also in relation to any subcontractors. The contractor shall further comply with the principles of the UN Global Compact initiative regarding the protection of international human rights. In particular, the contractor shall neither engage nor tolerate any form of modern slavery, forced labor, child labor or human trafficking. The contractor shall also strictly prevent any form of discrimination in its operations based on race or ethnic origin, skin color, gender, religion or belief, disability, age or sexual identity.

(3) OSRAM may withdraw from or terminate the agreement if the contractor does not fulfill its obligations as per Para 1 or 2. Other statutory or contractual rights of withdrawal and termination remain unaffected.

8. Export Control & Customs

(1) For all items (software, technology, commodities) to be delivered and services to be provided the contractor and OSRAM shall comply with all applicable national and international export control, customs and foreign trade regulations (“**Foreign Trade Regulations**”). The contractor shall obtain all necessary export licenses.

(2) The contractor shall advise OSRAM in writing as early as possible, but not later than two weeks prior to the scheduled delivery date of the items, and in case of changes without undue delay, of the following information and data:

- all applicable export list numbers including the “Export Control Classification Number” according to the U.S. Commerce Control List (ECCN), and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding, and
- the country of origin (non-preferential origin).

Upon OSRAM’s request, the contractor shall provide further information and data required by OSRAM to comply with all Foreign Trade Regulations for the items applicable in the countries of export and import as well as re-export in case of resale.

9. Liability

In the event of breach of contractual obligations of whichever kind, the contractor is fully liable as per the statutory regulations.

10. Third Party Rights

(1) The contractor shall deliver the goods, services and Results (as defined in Section III. 6. below) free of third-party intellectual property rights or any other third-party rights. If a third-party intellectual property right is infringed by the supplied goods, the services, the Results or their use, the contractor shall make any effort to provide to OSRAM an unlimited right of use and/or adapt the goods, services or Results so that it becomes non-infringing.

(2) The contractor will indemnify, hold harmless and defend, at contractor’s own expense, OSRAM from any third-party claims raised based on a violation of third-party rights as stipulated in Para 1 and to pay those damages, costs and expenses incurred by OSRAM or its affiliated companies by means of Section 15 ff German Corporate act (“**Affiliates**”). OSRAM will not accept any claims without the contractor’s approval and will not enter into any settlement, unless contractor’s approval is refused arbitrarily.

(3) Upon request from OSRAM, the contractor will conduct the defense against such claims at its own expense. If the contractor conducts the defense against the asserted claims in the name of OSRAM, the contractor is obliged to always safeguard OSRAM’s commercial interests and to keep OSRAM informed about any significant steps. The contractor is not allowed to enter into a settlement which affects OSRAM’s rights and/or interests without OSRAM’s express written approval, whereas OSRAM will not refuse approval arbitrarily.

(4) The obligations in Paras 2 and 3 do not apply if the contractor can prove that it is not responsible for the violation of the said rights.

(5) Further statutory claims following a defect of title remain unaffected.

(6) Any claim under this paragraph shall not become time-barred earlier than the corresponding

third-party claims giving reason to such claim.

11. Governing Law / Place of Performance / Jurisdiction

(1) The law of the Federal Republic of Germany applies without giving effect to principles of conflict of laws and excluding the UN law governing Contracts for the International Sale of Goods (CISG).

(2) The place of performance shall be the place of receipt specified by OSRAM.

(3) The place of jurisdiction for all disputes arising from and in connection with the agreement concluded with the contractor is Munich if the contractor is a merchant. However, OSRAM is also entitled to sue the contractor at its place of general jurisdiction.

12. Severability Clause

If individual provisions of these general procurement conditions are invalid, this does not affect the validity of the remaining provisions. Statutory regulations apply and replace the invalid provisions.

II. Special Regulations for the Delivery of Goods

1. Delivery and Shipment

(1) The contractor is obliged to apply the delivery term stated in the order (typically with reference to the Incoterms). In case of contractor’s non-compliance with those delivery term, the contractor shall bear any additional costs resulting thereof.

(2) Meeting the delivery date requires that the goods were received at the agreed place of receipt by the agreed delivery date.

(3) Deliveries exceeding the agreed quantity, or advance or partial deliveries require OSRAM’s prior approval. Any additional costs incurred shall be borne by the contractor.

If OSRAM pays for the freight, the contractor shall ensure that the forwarder is not concluding a cargo damage insurance according to 21.1 ADSP 2003 (General German Freight Forwarders Conditions).

2. Intra-Community (EU) Supplies of Goods

(1) The contractor will issue an invoice to OSRAM regarding all intra-Community supplies of goods without displaying any value added tax (“**VAT**”). The supplies are zero-rated intra-Community supplies of goods. For the purposes of Article 138 (1) lit. b) of Directive 2006/112/EC respectively § 6a (1) No. 4 German VAT Act, OSRAM indicates and confirms the VAT identification number DE292281767 of OSRAM Licht AG.

(2) The contractor will take all necessary precautions to ensure that the supplies of goods to OSRAM qualify as zero-rated intra-Community supplies of goods pursuant to Article 138 of Directive 2006/112/EC respectively §§ 6a (1), 4 No. 1 lit b) German VAT Act. In case the zero-rating will be denied by the competent tax authorities due to the non-compliance of the contractor with the obligations (e.g. obligation to submit a recapitulative statement pursuant to Article 262 of Directive 2006/112/EC) concerning the zero-rating of intra-Community supplies of goods due to Council Directive 2018/1910 amending Directive 2006/112/EC, OSRAM is not obliged to pay any VAT to the contractor.

(3) OSRAM may only be obliged to pay any local VAT to the contractor, if the zero-rating of the intra-Community supply of the goods is solely caused by OSRAM. In such an event OSRAM may only pay local VAT to the contractor, if contractor issues to OSRAM a valid VAT invoice entitling OSRAM to input VAT deduction respectively to a refund of VAT. If such input VAT deduction respectively a refund of VAT is denied by the competent tax authorities since the supply should have been treated as a zero-rated intra-Community supply of goods, contractor is obliged to reimburse the VAT to OSRAM. In this regard, the contractor waives the plea of statute of limitations.

3. Warranty

(1) The contractor shall provide warranty for its goods and performances according to the applicable laws. The warranty period for defects in material or workmanship or defects as to title is 36 months from the delivery date. For any goods which was used for a building as per its standard use and caused the building’s defectiveness, the warranty period is 5 years from delivery. Longer statutory warranty periods, in particular those according to the regulations on the supplier recourse, shall remain unaffected.

(2) Defects which result in a refusal of acceptance as well as all defects determined upon transfer

General Procurement Conditions of OSRAM Licht AG

of risks or during the warranty period have to be remedied by the contractor at its own costs or the contractor has to provide a replacement delivery without defects, at OSRAM's choice.

(3) If the contractor does not remedy the defects or does not provide replacement delivery during an adequate period of time determined by OSRAM, OSRAM is entitled to

- partially or fully withdraw from the agreement,
- request a price deduction,
- remedy the defect or effect replacement delivery itself, or have it remedied, and/or
- claim damages for a breach of contractual obligations.

The same applies if the contractor declares itself unable to remedy the defects or to provide replacement delivery within an adequate time frame. It is not necessary to set a grace period before exercising the aforementioned rights if the contractor refuses performance, if supplementary performance is unacceptable for OSRAM or if there are particular circumstances which justify immediate exercising of the aforementioned rights after consideration of the parties' mutual interests.

(4) Notices of defects are in time if they are made within two weeks after delivery or performance with regard to defects which are noticeable in the course of proper and feasible examination during normal operations, and with regard to defects which become apparent later, within two weeks after they were observed.

(5) Any further statutory claims remain unaffected.

(6) The contractor bears the costs and risks for returning defective goods.

(7) The contractor is obliged to indemnify and hold harmless OSRAM from third party damage compensation claims arising from bodily injury and/or damage to property due to a defect in a good originating from the contractor's sphere of control and organization and for which the contractor is liable towards third parties. In this context, the contractor is also obliged to refund any expenses which arise from or in connection with a product recall undertaken by OSRAM. OSRAM will inform the contractor on the content and extent of the product recall measures insofar as possible and reasonable and will give the contractor the opportunity to make a representation related to the recall.

4. Security in the Supply Chain

The contractor shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The contractor shall protect the goods and services provided to OSRAM or provided to third parties designated by OSRAM against unauthorized access and manipulation. The contractor shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

5. Accident Prevention / Environmental Protection Regulations etc.

(1) The goods supplied as well as the production processes for supplied goods must comply with statutory regulations, in particular with the German law governing the security of technical equipment (equipment safety law / *Gerätesicherheitsgesetz*), the German law on dangerous chemicals (*Chemikaliengesetz*), other relevant standards and other recognized practices and procedures. The requirements of the OSRAM Index List Environment have to be fulfilled. The regulations of any international associations specified in the order must also be observed. The same applies to environmental protection regulations.

(2) Any necessary protective equipment shall be provided by the contractor and shall be included in the price.

(3) For transportation of dangerous goods (chemicals, compounds or articles containing such substances), current versions of national and international dangerous goods regulations, e.g. IMDG-Code (sea) or IATA DGR (air) have to be applied. If the order indicates that the goods are to be forwarded, the contractor shall also comply with all regulations required for additional modes of transport in respect of packaging and labeling.

(4) In the event OSRAM orders substances or preparations thereof for which a material safety data sheet is required according to national or international regulations, the contractor has to provide such sheet free of charge to the requesting department and in the standardized form applicable for the country of destination, e.g. in the form of the REACH regulation (EC) no. 1907/2006 for European countries or hand it in on request.

6. RoHS and WEEE

The contractor shall fulfill all legal requirements arising from directives ROHS 2011/65/EU and WEEE 2012/19/EU, as well as the associated national regulations.

7. Drawings, Samples and Tools

Drawings, models, samples and/or tools made available to the contractor by OSRAM remain the property of OSRAM and shall be returned upon OSRAM's request at any time, but no later than upon full completion of the related contract. They shall be labeled as OSRAM's property and may be used only for the fulfillment of the agreement in place between the contractor and OSRAM. The contractor shall preserve their confidentiality. They may not be copied nor reproduced. Their loss must be reported to OSRAM immediately. OSRAM reserves the right to claim damages.

8. Provided Materials

(1) All materials provided by OSRAM remain property of OSRAM, and OSRAM is considered to be the manufacturer of goods manufactured using such materials and retains or automatically acquires property rights to the goods produced through the processing of these materials. The materials and objects shall be labeled as OSRAM ownership and stored for OSRAM in a safe place and insured against risks such as fire and theft.

(2) Pallettes and other transport materials supplied by OSRAM remain OSRAM's property and must be returned to OSRAM.

(3) OSRAM reserves the right to claim compensation for any supplied materials and unreturned transport materials.

9. Intellectual Property Rights

The contractor grants to OSRAM a non-exclusive, irrevocable, worldwide license to its intellectual property rights and/or all other rights required for possession, distribution and use of the supplied goods and products resulting thereof.

III. Special Regulations for Service and Work Services

1. Performance and Obligation to inform

(1) In order to provide the services, which may also comprise work services (*Werkleistungen*), the contractor has to employ skilled and competent personnel. The contractor is obliged to ensure that work permits which might be required are available.

(2) Services have to be provided according to the current state of the art.

(3) The contractor may freely decide on the allocation of working hours.

(4) The contractor shall inform OSRAM on the status and progress of the services which are carried out for OSRAM.

2. Subcontractors

The use of subcontractors by the contractor is only permitted with OSRAM's explicit written approval.

3. Changes in the Performance

OSRAM is entitled to request changes in the scope of services unless these are unacceptable for the contractor. If the change results in additional costs pursuant to Section 1. 2. (2) the contractor has to inform OSRAM accordingly without delay and before the changes are implemented.

4. Duty to cooperate

(1) If the provision of information and/or documents is required for the performance of services, OSRAM will make these available to the contractor in due time before the service is performed.

(2) Insofar as services are required to be provided in OSRAM's offices or at OSRAM's premises, OSRAM will grant the contractor the access required.

5. Acceptance of Work Services and Warranty

(1) Results of work services are subject to an acceptance test. Upon finalization of the acceptance test, OSRAM will declare acceptance insofar as the results provided are free from defects.

(2) In case services provided by the contractor are defective, the contractor will, at OSRAM's choice, remove these defects within an adequate time period at his own costs or will provide his services again free of defects. If the contractor fails to do so within a reasonable period of time

set, OSRAM may withdraw from the agreement or adequately reduce the price or remove the defect or have it removed at the contractor's expense and claim damages. It is not necessary to set a reasonable grace period before exercising the aforementioned rights if the contractor refuses performance, the subsequent performance is unacceptable for OSRAM or if there are particular circumstances which justify that the aforementioned rights are immediately enforced under consideration of the parties' mutual interests.

6. Rights to Results

(1) The results of the services (in the following referred to as "**Results**") become OSRAM's property upon their completion and in their respective state of processing. The contractor will properly store such Results for OSRAM until they are physically provided to OSRAM. In the event that for legal reasons OSRAM cannot become the sole owner to all rights in the Results as per the first sentence, OSRAM, upon their completion, is hereby granted the exclusive, transferable, sub-licensable, worldwide, unlimited right to use the Results itself or have them used partly or fully by third parties in all known and unknown ways of use, to copy, change and make them publicly accessible, to publish or to use them, all in a modified or unmodified form. The contractor shall be entitled to make use of rights and know-how in the provision of services which already existed prior to the provision of services, or which arose independently of the provision of services (hereinafter referred to as "**Background Rights**"). OSRAM shall only be entitled to the right of use described above as a non-exclusive right of use.

(2) If inventions or protectable ideas/proposals are created during the provision of service for which statutory rights can be applied, the contractor shall promptly inform OSRAM thereof in writing. OSRAM, at its sole discretion, may file for patents and other statutory protection in any country in its own name as it sees fit, and maintain or abandon those rights at any time. If required, the contractor shall free of charge reasonably assist OSRAM with regard to the filing of patents and other statutory rights on such inventions or protectable ideas/proposals, in particular provide any information required without undue delay and take all measures reasonably required; the contractor will refrain from any act that might interfere with OSRAM's application for said rights and efficient use thereof. In particular, the contractor must not apply for any such right in its own name or a third party's name and must not support a third party in applying for such rights. The intellectual property rights arising based on any such registration shall belong to OSRAM.

(3) The contractor is obliged to ensure that the inventions or protectable ideas/proposals created during the provision of the services can be transferred to OSRAM without additional costs for OSRAM, for instance by way of respective agreements with the persons involved in the development and implementation of the Results.

(4) Unless otherwise agreed in a given case, the contractor waives the right to be mentioned as author of the Results obtained.

(5) In relation to its employees, freelancers or third parties insofar as they are involved in the provision of services in accordance with Section III 2., the contractor will ensure in written agreements with these employees, freelancers or third parties that the rights as per Section III 6 are secured and will not be affected by the termination of the contracts between the contractor and the third parties. In case of breach, the contractor will indemnify and hold harmless OSRAM and its Affiliates against any related third-party claims and will pay all damages, costs and expenses incurred, including the costs for reasonable legal defense, unless the contractor is not responsible for such breach.

(6) The granting of the aforementioned rights is covered by the contractually agreed remuneration.

7. Construction Services

For construction services and ancillary construction services, the German Construction Contract Procedures (*Vergabe- und Vertragsordnung für Bauleistungen* (VOB)) Part B and C apply in place of these general procurement conditions.