

# OSRAM S.p.A.

## General conditions of sale

### General

- The following general conditions of sale (hereinafter "General Conditions") shall apply to the sales agreements between OSRAM S.p.A. (hereinafter "OSRAM") and its customers (hereinafter "Customer"), unless OSRAM has accepted in writing a different agreement between the parties.
- The offers of OSRAM are subject to change unless otherwise agreed in writing from time to time. The Customer's orders are intended to be subject to the acceptance of OSRAM, which may also be partial.

### Delivery, transfer of risks and limitation of liability

- For the delivery obligations of OSRAM, only the written order confirmation provided by OSRAM shall apply.
- Delivery shall be subject to the Free Carrier (FCA) clause, being therefore excluded for OSRAM any risk on the products, including for shipping, which shall be transferred to the Customer at the time of the delivery to the carrier or shipping agent, even if shipping costs are part of the sale price, in compliance with Incoterms® 2020.
- Any delays or restrictions in the deliveries of OSRAM which are attributable to external cause of force majeure (military mobilization, war, riot, strike, legitimate blockade or other similar unforeseen events beyond the control of OSRAM) shall result in an extension of the delivery term for a period equivalent to the duration of the impediment. Should such impediment continue for more than three months, each party shall have the right to withdraw from the agreement. In such an event, any payments already made shall be promptly reimbursed by OSRAM to the Customer.
- In any other case of delayed delivery not due to willful misconduct or gross negligence by OSRAM, any liability for damage caused by the delay, in case of conservation of the agreement, shall be limited to 5% of the purchase price of the products whose delivery has been delayed. In the event that the agreement is terminated by default on the part of OSRAM, the liability for damages arising therefrom shall be limited to 30% of the purchase price of the products whose delivery has been delayed.

### Warranty, exclusions and limitations of liability

- OSRAM warrants that its products are in compliance with the agreed specifications and that they are free from any defects in materials and workmanship. The warranty does not apply to products that are being altered or modified without the express approval of OSRAM or that are exposed to incorrect conditions of use.

- Products with defects that are not clearly attributable to a defect of the material or workmanship provided by OSRAM but rather depend on wear and tear, insufficient maintenance, failure to comply with user instructions, overload, testing, customer's use of unsuitable materials and other similar reasons are excluded from the warranty.
- The Customer is required to check the products upon delivery. Any incomplete or defective delivery must be reported to OSRAM within eight days of delivery, or from its later discovery, in the event of hidden defects. Product defects must be notified in writing. Defective goods must be returned to OSRAM for inspection. If the inspection reveals a defect due to a manufacturing, material or other flaw, OSRAM shall replace the product and issue a credit note in the amount of the purchase price, at the discretion of OSRAM.
- Any liability of OSRAM that is not due to willful misconduct or gross negligence of OSRAM under the agreements governed by these General Conditions is in any event limited to an amount of EUR 2 million for each harmful event.

### **Prices and terms of payment**

- Prices are shown in agreed currency, net of any fees and taxes, under a Free Carrier (FCA) clause in accordance with Incoterms® 2020. Where VAT is applicable, the prices are indicated by OSRAM excluding VAT.

The prices do not include any increases made in application of measures aimed to reduce the use of hazardous substances in electrical and electronic equipment, as well as waste disposal pursuant to Legislative Decree 25/7/2005 n.151 and subsequent implementing measures (also known as "eco-contribution"), which will be indicated separately.

- If the amounts specified in the order differ from the respective applicable standard shipping units of OSRAM, with the order confirmation OSRAM will apply a surcharge for each partial quantity unit amounting to € 10.00.

With the order confirmation, for orders with a net value (excluding any fees and taxes) below €500.00 per recipient, OSRAM will charge a management fee amounting to €25.00. The net order value is calculated excluding all taxes and fees charged.

For orders issued in such a way that automated processing is not possible, with the order confirmation OSRAM will charge a service fee of € 25.00.

- Payment must be made according to the terms and conditions established from time to time at the headquarters of OSRAM in Milan. Unless otherwise agreed, invoices must be paid within 30 days from the date they are issued.
- In the event of late payment compared to the term mentioned above, the legal interest on arrears in commercial transactions pursuant to Legislative Decree 231/2002 will be applied, at the base rate increased by eight points per cent, without prejudice to compensation for greater damage.

## **Applicable law and jurisdiction**

- The agreements covered by these General Conditions are governed by the law of the Italian Republic.
- Any dispute arising between the parties with regard to the agreements governed by these General Conditions will be submitted to the exclusive jurisdiction of the Court of Milan.

## **Severability**

- If any one or more of the provisions contained in these General Conditions is held to be invalid or void for any reason, such invalidity, or voidness shall not determine the invalidity or voidness of the agreement and/or the general provisions of such clauses, being the intention of the parties that the clauses that are not affected by such voidness or invalidity remain in force and that the provisions of such invalid or void clauses be replaced by statutory principles.

Giugno 2021