General Terms and Conditions of Purchase of Viscom SE – version: March 2025

1. Area of application

(1) These Terms and Conditions of Purchase of Viscom SE ("Viscom") apply only to undertakings as defined in § 14 BGB, legal entities established under public law and special funds established under public law that supply goods and/or perform services contracted by Viscom ("Vendor"). They are in force for the entire duration of the business relationship even if no explicit reference is made to them in future contracts and, in particular, even if Viscom orders products for the first time and at the same time also expresses the intent to purchase products in the future.

(2) Products are all the goods and services due under the contract, the nature and extent of which are indicated in the relevant order from Viscom.

These Terms and Conditions of Purchase apply to the exclusion of all others; Viscom does not recognize conditions of the Vendor that are contrary to or deviate from these Terms and Conditions of Purchase.

2. Form of order, order confirmation, reservation

(1) Orders from Viscom are placed in writing. Viscom is bound by the order for three working days after receipt of the order. Working days are Mondays through Fridays.

(2) The order is accepted by a written order confirmation. If, in its order confirmation, the Vendor deviates from the terms and conditions of the order, the deviations must be clearly marked as such.

3. Amendments by Viscom

Provided that it is reasonable for the Vendor, Viscom may require the amendment of the product's delivery date even after the contract has been concluded. In the event of such amendments to the contract, these amendments must appropriately consider the effects on both parties, particularly cost increases or decreases.

4. Shipping, INCOTERMS

(1) Unless otherwise agreed, deliveries and services are to be made DDP INCOTERMS®2010 to the destination specified by Viscom. Unless otherwise evident in the order, Viscom's legal domicile is deemed to be the specified destination.

(2) Deliveries of goods and corresponding shipping documents must contain the Viscom order number and the Viscom part number so that products can be unambiguously identified and allocated to the Viscom order number.

5. Inspection of incoming goods, acceptance

(1) The inspection of incoming goods by Viscom is restricted to the examination of whether the delivered piece-count agrees with the number of items ordered, whether the products exhibit any visible external transport damage and whether the products delivered match the order. Viscom will report these types of defect within ten working days of receipt of the goods. All other obvious defects and concealed defects will be notified within ten working days of their discovery. Viscom is not subject to any additional obligations in respect of other complaints or inspection.

(2) The inspection of incoming goods does not constitute acceptance.

(3) After receiving a notice of defects, the Vendor undertakes to respond in the form of an 8D report without delay. Within a reasonable period of time set by Viscom a further 8D report must then be sent identifying the cause and stating the remedial measures.

6. Delays, foreign trade legislation

(1) Impending delays in deliveries and services are to be reported in writing without delay.

(2) Should Viscom identify circumstances that warrant the assumption of an existing or future violation of foreign trade law, Viscom will be granted a mutually agreed period for further assessment. During the period of this assessment, any occurrence of delay in acceptance is excluded by mutual agreement. If the assessment establishes that the conclusion and/or performance of an individual contract would constitute a violation of foreign trade law, Viscom is exempted from performance. In this case, Viscom is also entitled to withdraw from individual contracts after declaration of such intent to the Vendor, or to return any goods to the Vendor or to offset them as partial performance of different orders.In the event of a withdrawal from the contract, the Vendor's goods or services will be returned pari passu with the return of any consideration already rendered by Viscom for the Vendor's goods and services.

7. Quantity variations and early deliveries

Over, partial and under-deliveries and adjustments to the packing units will only be accepted after prior express agreement by Viscom. Costs necessary for the storage of over-deliveries will be charged to the Vendor; the same applies to early deliveries.

8. Invoicing, payment

(1) The Vendor will indicate the Viscom order number in the order confirmations, delivery notes, shipping papers, invoices and all correspondence. The Vendor is responsible for all consequences arising from any culpable failure to meet this obligation.

(2) Prepayments by Viscom are contingent upon receipt of the goods.

(3) Unless otherwise agreed, payments will be made by Viscom within 14 days of receipt of invoice with a discount of 2%, or strictly net 30 days from receipt of invoice. If payment is delayed, the interest rate for default interest is 9 percentage points over the base interest rate, subject to evidence from the vendor indicating greater loss or damage caused to the Vendor by the delay.

9. Product amendments by the Vendor

(1) If the Vendor alters the production process after the initial order by Viscom, including the composition of the pre-products or raw material, the Vendor must inform Viscom sufficiently promptly to ensure Viscom is able to conduct a re-qualification test; in any event, Viscom must be notified at least three months before the change takes effect. Should the above-mentioned alterations change the product's form, accuracy of fit or specifications, the abovementioned report to Viscom must be submitted in

writing within a reasonable period of at least six months before the planned change.

(2) Any consideration of the reasonableness of the above period set out in Clause 9 (1) must take into

account that Viscom is entitled to place a final order for the modified product to cover planned need.

10. Quality Management, audit right

(1) The Vendor is obliged to maintain a Quality Assurance management system that satisfies the requirements of DIN EN ISO 9001:2015 ff. as a minimum.

(2) The Vendor will permit Viscom and the certification company acting on Viscom's behalf to conduct relevant quality audits at the Vendor's site during typical business hours after reasonable advance notice has been given. Examination of confidential documents may be refused.

11. Warranty

(1) The Vendor warrants that all products that are supplied correspond to the latest developments in science and technology, the relevant provisions of law, standards and guidelines everywhere in the world. The Vendor also warrants that all delivered products are free from material defects as established by § 434 BGB, meet the requirements stipulated in the order from Viscom and are suitable for their intended purpose and place of use.
(2) (2) In urgent cases or for minor defects, the duty to mitigate damage permits Viscom to either undertake the sorting and/or rectification itself or commission a third party to do so without Viscom's further rights arising from the warranty being restricted thereby if a deadline for rectification set by Viscom expires without success or if the imposition of such a deadline is superfluous because the Vendor seriously and definitively refuses subsequent performance, or particular circumstances exist which, after giving due consideration to the mutual interest of both parties, justify the immediate assertion of the claims for loss or damage unless the Vendor proves that it is not responsible for the defect and its prompt rectification. In such an event Viscom is entitled to bill the Vendor for the costs it has incurred in the rectification of the defects.

(3) After the expiry of a reasonable deadline set by Viscom for subsequent performance and/or subsequent performance is unsuccessful, Viscom is entitled to all statutory rights.

(4) To simplify the processing of subsequent deliveries as part of serial delivery, the parties can agree that instead of a subsequent delivery in accordance with §§ 437, and 439 para. 1 of the German Civil Code, Viscom will receive a credit from the Vendor for the amount of the costs of the subsequent delivery. Further claims in accordance with §§ 437, 439 para. 2 of the German Civil Code remain unaffected thereby.

(5) The warranty period for material defects is 36 months from transfer of risk. The warranty period for rectified or redelivered products begins at the end of the rectification or, in the case of new deliveries, at the transfer of risk, or if a new acceptance procedure has been agreed, at the time of the new acceptance.

12. Insurance

(1) Regardless of any further claims for damage, the Vendor is obliged to conclude a business and product liability insurance policy of a commensurate amount.

(2) The Vendor is further obliged to insure the materials supplied by Viscom as well as any tools and property belonging to Viscom as described in Clause 15 against damage due to fire, water and theft at their original value at its own expense.

13. Proprietary Rights

(1) The Vendor is responsible for ensuring that the products it supplies and/or the services it performs are free of defects of title insofar as any infringements are not based on Viscom specifications. The warranty period for defects of title is 36 months after risk passes.

(2) The Vendor must inform Viscom of any defects of title without delay.

(3) In the event that claims due to an infringement of proprietary rights are asserted against Viscom or a Viscom customer, Viscom is entitled to demand an indemnity from the Vendor for the costs, damage and expenditure accruing thereby, if and to the extent that these are caused by the Vendor's deliveries unless the Vendor can demonstrate that it is not responsible for the breach of duty.

(4) If so required by Viscom, the Vendor may meet the claim for indemnification in accordance with Clause (3) above by (i) obtaining a right of use in favour of Viscom and its customers from the person(s) authorized to grant right of disposal of the proprietary right or (ii) by altering the parts infringing the proprietary rights or by exchanging the parts so that no violation exists.

(5) In all other respects Viscom is also entitled to the rights described in Clause 11.

14. Data security

(1) The Vendor must treat all documents with sufficient care to ensure that information on the business relationship and its subject cannot fall into the hands of third parties.

(2) Without the prior written consent of Viscom, the Vendor may not refer to the business relationship in promotional material, brochures etc., and may not display items manufactured for Viscom.

(3) The Vendor will place its suppliers under an obligation corresponding to this Clause 14.

15. Materials supplied by Viscom free of charge

(1) Materials supplied by Viscom free of charge remain
Viscom property and are to be marked and managed as Viscom property and stored free of charge separately from other goods; they must also be adequately insured, particularly against deterioration and accidental destruction. Their use is only permitted for Viscom orders. The Vendor shall compensate Viscom in the event of culpable loss or reduction in value. This also applies to material supplied and invoiced for a specific order.

(2) Materials are regularly processed or transformed for Viscom as a principal such that Viscom immediately becomes the owner of the new or transformed object. In the exceptional instances that Viscom is not the manufacturer, Viscom and the Vendor hereby agree that Viscom immediately becomes the owner of the new object. The Vendor will store the new object for Viscom free of charge and with the care of a diligent businessman.

16. Tools

(1) Any tools, forms, samples, models, profiles, drawings, standard sheets, artwork and gauges etc. supplied by Viscom as well as objects subsequently manufactured may neither be passed to third parties nor used for purposes other than the contractual purpose without the written consent of Viscom. They are to be protected against unauthorized examination or use.

Subject to any further rights, Viscom is entitled to demand their return if the Vendor fails to fulfil these obligations.

(2) Not later than 31 December of each year the Vendor is obliged to submit to Viscom a list of the goods and tools supplied by Viscom as well as other Viscom property present in the Vendor's premises at the balance sheet date.

(3) Viscom itself is entitled to compile the list (including counting the items) in the Vendor's premises or arrange for a third party to do so.

17. Special conditions for the performance of work and services

(1) If the Vendor supplies goods and services to Viscom, the provisions of this Clause 17 take priority over the other conditions of these Terms and Conditions of Purchase.

(2) The specific terms of the order are agreed by means of an offer submitted by the Vendor and a written order placed by Viscom ("order").

(3) Viscom may amend the scope of goods or services even after the conclusion of the contract in so far as this is reasonable for the Vendor after Viscom's interests have been taken into account. During the change to the contract the effects on both parties, especially with regard to cost increases or decreases and the agreed delivery dates, must be given appropriate consideration.

18.1 Supply of goods and performance of services

(1) The Vendor undertakes to carry out the order and with due care on its own responsibility and completely while taking into account the recognized rules of technology. This also applies for any of its own employees deployed by the Vendor.

(2) The Vendor will ensure that all relevant, applicable technical standards and legal regulations (e.g., the German Industrial Safety Regulation (Betriebssicherheitsverordnung)) are obeyed when performing the work ordered by Viscom. The Vendor itself will bear the administrative costs (e.g. official notifications/approvals, the acquisition or relevant information and certificates etc.) necessary for the execution of the order for its own account.

18.2 Delivery schedules

(1) The delivery schedule specified in the order is binding.

(2) The Vendor is obliged to inform Viscom without delay and in writing if circumstances arise or become known to the Vendor, as a result of which the delivery schedule cannot be met.

(3) The Vendor can only invoke the absence of necessary duties of cooperation on the part of Viscom if it has previously reminded Viscom of such duties in writing and the duties were not performed within a reasonable period.

18.3 Remuneration

(1) The Vendor will receive a remuneration, the amount and due date of payment of which is agreed as part of the relevant order.

(2) All payments by Viscom are remitted only to the Vendor. In order to be effective, any assignment of rights and claims against Viscom is subject to the express approval of Viscom. The assertion of offsets on the part of the Vendor against Viscom is only admissible if the claim has been judged to be final and absolute or has been recognized by Viscom.

18.4 Compliance with the Minimum Wage Act (Mindestlohngesetz)

If claims are lodged against Viscom due to a breach of the German Minimum Wage Act or any other provisions of fiscal, social or employment law by the Vendor, the Vendor, in its relationship with Viscom, will assume sole liability to the full extent of Viscom's obligations as coguarantor. However, this does not apply if and to the extent that Viscom acts with intent or gross negligence. The Vendor is also liable for breaches of the above provisions of law by any subcontractors.

18.5 Place of performance

Unless stated otherwise in the order, the delivery address or place of use required by Viscom is the place of performance.

19. Naming as a reference

The Vendor will maintain confidentiality regarding the supplier relationship and may only refer to its business relationships with Viscom in any publications, e.g. in advertising materials and reference lists, after receiving the prior written consent of Viscom.

20. Social responsibility, environmental protection and quality

(1) To ensure compliance with behavioral and ethical guidelines, Viscom has drawn up its own Corporate Compliance Code (also called "Code of Conduct" which can be found at https://www.viscom.com/en/company/profile/corporatecompliance/). In so far as Viscom is concerned, it is essential and a fundamental part of the business relationship for the Vendor to undertake to Viscom that it will observe this Code of Conduct or equivalent rules of behavior. If subcontracting is permitted, the Vendor must place all consultants, subcontractors, suppliers or other third parties involved in the performance of the contract or participating in the supply chain at its instigation under an obligation to comply with the contents of this Code of Conduct or equivalent rules of behaviour.

(2) The Vendor must ensure that forced labour and child labour are excluded at its own facilities and at its suppliers. In case the Vendor gets to know of any suspicion regarding forced or child labour, the Vendor will immediately inform Viscom

(3) The Vendor undertakes to comply with prohibitions and restrictions on substances according to the applicable provisions of law, particularly EC Directives 76/769/EEC and 2011/65/EU (RoHS), Regulation 1970/2006 (REACH), § 17 of the German Chemicals Act (Chemikaliengesetz), the German Prohibited Chemicals Regulation (Chemikalienverbotsverordnung) and Annex IV of the German Hazardous Materials Regulation (Gefahrstoffverordnung).

(4) The Vendor undertakes to comply with all applicable national and international environmental standards and laws as a minimum.

(5) Viscom also expects that the Vendor will minimize harmful alterations to the soil as well as pollution of bodies of water and of the atmosphere, and will also desist from harmful noise emissions or excessive consumption of water. Environmental impact and exposure are to be continuously reduced and environmental protection within the Vendor's own sphere of influence must be continuously improved.

21. Choice of law, place of jurisdiction

(1) If the Vendor is a merchant, a legal entity established under public law or a special fund established under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Viscom's registered office. However, Viscom is also entitled to bring an action at the vendor's registered office.

(2) The contracts that have been or will be concluded on the basis of these Terms and Conditions of Purchase and the interpretation of these Terms and Conditions of Purchase are subject to German law but with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CSIG) and the provisions of international private law which refer to the CSIG.

22. Separability Clause

If individual provisions of the contract concluded with reference to these Terms and Conditions of Purchase or if individual provisions of these Terms and Conditions of Purchase should be invalid in law, the remaining parts of the contract are still binding. However, this does not apply if compliance with the contract would pose unreasonable hardships to either party.