

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. SCOPE

- 1.1. These general terms and conditions of **Purchase** (hereinafter: "**Terms and Conditions of Purchase**") of VIA electronic GmbH (hereinafter: "**VIA**") apply to all business relationships with suppliers and/or service providers (hereinafter: "**Suppliers**") if the Supplier is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.
- 1.2. These terms and conditions of purchase apply exclusively; general terms and conditions of the supplier that contradict or deviate from these terms and conditions of purchase only become part of the contract if and insofar as VIA has expressly agreed to their validity in writing. This requirement of consent applies in any case, i.e. also if the Supplier refers to his terms and conditions in the context of the order confirmation and VIA does not expressly object.
- 1.3. Individual agreements made in individual cases (for example framework supply agreements) and details in the orders of VIA have priority over these Terms and Conditions of Purchase. For the content of these agreements, subject to proof to the contrary, the text form or the confirmation of VIA in text form is decisive. Verbal agreements require a written confirmation by VIA to become effective. Email meets the requirements for the text form.

2. CONCLUSION OF CONTRACT

- 2.1. An order placed by VIA is deemed binding at the earliest upon submission or confirmation in text form. The Supplier must point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order.
- 2.2. The Supplier must confirm VIA's orders in text form within a period of 5 (five) working days or, in particular, execute them without reservation by dispatching the goods (acceptance). A delayed acceptance is considered as a new offer and requires acceptance by VIA.

3. DELIVERY TIME AND DELAY

- 3.1. The delivery time indicated in VIA's order is binding. If the delivery time is not stated in the order and has not been agreed otherwise, it is 2 (two) weeks from the conclusion of the contract. The Supplier is obliged to inform VIA immediately in text form if he cannot comply with agreed delivery times. The Supplier must then immediately inform VIA about the expected duration of the delay.
- 3.2. The Supplier shall bear the procurement risk for its services unless otherwise agreed.
- 3.3. If the Supplier does not perform or does not perform within the agreed delivery time or if it is in default, VIA's rights - in particular to withdraw from the contract and to claim damages - shall be determined in accordance with the statutory provisions. The regulations of para. 3.5 remain unaffected.
- 3.4. The unconditional acceptance of a delayed performance does not constitute a waiver of the claims for compensation to which VIA is entitled to due to delay.
- 3.5. If the Supplier is in delay, VIA may - in addition to further legal claims - demand a lump-sum compensation for the damage caused by the delay in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the goods delivered late. VIA reserves the right to prove that higher damages have been incurred. The Supplier reserves the right to prove that no damage at all or only a significantly lower damage has occurred.

4. DELIVERY CONDITIONS

- 4.1. The Supplier is not authorized to provide the service through third parties (subcontractors) without VIA's consent.
- 4.2. Deliveries shall be made DAP VIA (place of destination) in accordance with ICC Incoterms 2020. The place of destination shall also be the place of performance for the delivery and any subsequent performance.

- 4.3. The risk of accidental loss and accidental deterioration of the goods shall pass to VIA upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk.

5. PACKING AND DELIVERY PAPERS

- 5.1. Each delivery must be accompanied by a delivery note with the minimum information (address, VIA, delivery note number, quantity, type and weight, customs tariff number, VIA article number, number of delivery units).
- 5.2. The Supplier must pack the goods in such a way that transport damage is avoided. If the goods are particularly sensitive, they must be labeled as such. The packaging material must comply with EU standards for sustainability, limit waste generation as far as possible and support closed-loop systems.

6. PRICES, TERMS OF PAYMENT AND RIGHTS OF SET-OFF AND RETENTION

- 6.1. The agreed price is binding. The prices include the statutory value added tax, unless this is shown separately.
- 6.2. Unless otherwise agreed, the price shall include all services and ancillary services of the Supplier as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 6.3. The agreed price shall be due for payment within 30 (thirty) calendar days of complete delivery and performance and receipt of a proper invoice. The statutory provisions shall apply to default in payment.
- 6.4. Payments are made subject to invoice verification and do not constitute an acknowledgement that the goods are free of defects.
- 6.5. VIA is entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. VIA is in particular entitled to withhold due payments as long as VIA is entitled to claims from incomplete or defective performances against the Supplier. The Supplier has a right of set-off or retention only on the basis of finally determined by a court or undisputed counterclaims.

7. CONFIDENTIALITY AND RETENTION OF TITLE

- 7.1. VIA reserves the title and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and are to be returned to VIA after termination of the contract. The documents are to be kept secret from third parties, also after termination of the contract. The obligation of secrecy expires only if and as far as the know-how contained in the handed over documents has become generally known. Special confidentiality agreements and legal regulations for the protection of secrets remain unaffected.
- 7.2. Any processing, mixing or combination (further processing) of provided items by the Supplier is carried out for VIA. The same applies in case of further processing of the delivered goods by VIA, so that VIA is considered as manufacturer and acquires ownership of the product at the latest with the further processing according to the legal regulations.
- 7.3. The transfer of ownership of the goods to VIA has to be unconditional and independent of the payment of the price. If, however, VIA accepts in a particular case an offer of the Supplier for transfer of ownership conditional on the payment of the purchase price, the Supplier's reservation of ownership expires at the latest with the payment of the purchase price for the delivered goods. VIA remains authorized to resell the goods in the ordinary course of business also before payment of the purchase price under advance assignment of the claim arising from this. In any case, all other forms of retention of title are excluded, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

8. WARRANTY

- 8.1. The statutory provisions on defects and defects of title shall apply, unless otherwise stipulated below.
- 8.2. The statutory provisions (§ 377 German Commercial Code) apply to the obligation to inspect and give notice of defects with the following proviso: The inspections by VIA are limited to defects which can be detected during the incoming goods inspection under external inspection including the delivery papers (e.g. transport damage, wrong and short deliveries). A notice of defects is considered to be immediate and in time if it was sent within 10 (ten) working days from discovery or, in the case of obvious defects, from delivery.
- 8.3. VIA is entitled to choose the type of subsequent performance. The Supplier can refuse the type of supplementary performance chosen by VIA if it is only possible with disproportionate costs.
- 8.4. If the Supplier does not start with the supplementary performance after request by VIA, VIA is entitled, in urgent cases after a reasonable short period of time, in particular to avoid major damages, to carry out the remedy itself or to have it carried out by a third party at the expense of the Supplier.
- 8.5. The Supplier shall indemnify VIA against claims of third parties due to the infringement of third party rights by the goods, unless the Supplier proves that he is not responsible for the infringement. In addition, the Supplier shall, upon request, immediately hand over to VIA the information and documents required for the defense.
- 8.6. The Supplier shall be responsible for the fault of its suppliers as for its own fault.

9. PRODUCT LIABILITY AND RECALL

- 9.1. If VIA is held liable for product liability, the Supplier is obliged to indemnify VIA from claims, provided that the damage was caused by a defect in the goods delivered by the Supplier. In cases of fault-based liability this only applies if the Supplier is at fault.
- 9.2. The Supplier shall bear all costs and expenses pursuant to Clause 9.1, unless these are not necessary and reasonable in total.
- 9.3. Prior to a recall action which is the result of a defect in the goods delivered by the supplier, VIA shall inform the Supplier and give him the opportunity to cooperate, unless the information and participation of the Supplier is not possible due to particular urgency. The Supplier shall bear the costs of the recall action, unless he is not responsible for the defect.

10. LIMITATION

- 10.1. Claims shall become time-barred in accordance with the statutory provisions unless otherwise stipulated below.
- 10.2. The general limitation period for material defect claims is 3 (three) years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall apply accordingly also to claims arising from defects of title, whereby the statutory limitation period for claims for surrender in rem (*dingliche Herausgabeansprüche*) shall remain unaffected; claims arising from defects of title shall furthermore in no case become time-barred as long as the third party can still assert the right - in particular in the absence of statute of limitation - against VIA.
- 10.3. The limitation periods of the German sales law, including the above extension, apply - to the legal extent - to all contractual claims for defects. Insofar as VIA is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 German Civil Code) shall apply to these, unless the application of the limitation periods of the German sales law would lead to a longer limitation period in individual cases.
- 10.4. If the Supplier fulfills its warranty obligation by means of a replacement delivery, the limitation period shall recommence upon delivery of the replacement, unless the Supplier has expressly and accurately reserved the right to make the replacement delivery as a gesture of goodwill, to avoid disputes or in the interest of the supply relationship.

11. EXPORT CONTROL AND CUSTOMS

- 11.1. The Supplier shall inform VIA of any licensing requirements or restrictions on its goods in accordance with applicable export control and customs regulations and the export control and customs regulations of the country of origin.
- 11.2. The Supplier will notify VIA of the commercial origin and issue a certificate of origin if required.

12. COMPLIANCE AND SOCIAL RESPONSIBILITY

- 12.1. The Supplier is obliged to comply with the applicable statutory provisions. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations. In particular, the Supplier undertakes not to offer or grant advantages in business dealings or in dealings with public officials that violate applicable anti-corruption regulations. The statutory regulations on occupational safety and health protection shall be recognized and complied with as an essential part of all operating procedures.
- 12.2. The Supplier shall also ensure that its goods and services comply with the requirements for placing on the market in the European Union and the European Economic Area.
- 12.3. The Supplier assures the payment of an appropriate wage and equal remuneration for work of equal value as well as compliance with the respective applicable minimum wage laws and will oblige its suppliers to the same extent. Upon request, the Supplier will provide evidence of compliance with these assurances. In the event of a breach, the Supplier shall indemnify VIA against claims of third parties and is obliged to reimburse any fines imposed on VIA.
- 12.4. The Supplier shall respect and protect the protected goods of the German Supply Chain Due Diligence Act (hereinafter "**LkSG**"), in particular internationally recognized human rights as defined by the LkSG, the avoidance of forced and child labor and the elimination of discrimination in hiring and employment.
- 12.5. The Supplier shall establish appropriate and effective measures in its business area to ensure that the aforementioned rights and obligations are also observed by its suppliers.
- 12.6. Inquiries regarding compliance and social responsibility in the supply chain will be answered by the Supplier within a reasonable time. Any risks and violations of human rights and environmental obligations in the sense of the LkSG will be clarified by the Supplier without delay and VIA will be informed without delay. The Supplier undertakes to cooperate in actions of VIA regarding compliance and social responsibility and to provide truthful and complete information. If necessary, the parties may agree on additional actions. These can also be trainings, advanced trainings and audits of the Supplier to enforce the contractual assurances of the Supplier.

13. CHOICE OF LAW AND JURISDICTION

- 13.1. These Terms and Conditions of Purchase and the contractual relationship between VIA and the Supplier are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13.2. The place of jurisdiction for all disputes arising from the contractual relationship is the registered office of VIA in Hermsdorf, Germany. However, VIA is also entitled to file a lawsuit at the place of performance of the delivery obligation or at the general place of jurisdiction of the Supplier.