

General Procurement Conditions of OSRAM Opto Semiconductors GmbH,
Leibnizstr. 4, 93055 Regensburg, Germany

1 Scope

These General Procurement Conditions (“GPC”) apply to all purchases of Deliverables by OSRAM Opto Semiconductors GmbH (“OSRAM”). No other standard terms and conditions shall apply, even if not explicitly rejected in any individual case. Any deviating or additional conditions of sale and delivery by the Supplier shall only apply, if they have been expressly agreed by OSRAM. Acceptance of Deliverables or payment does not constitute such acknowledgement.

2 Definitions

All capitalized terms excluding headlines in these GPC shall have the following meanings:

“Affiliate” means any existing or future entity: (i) directly or indirectly controlling a Party; or (ii) under the same direct or indirect control as a Party; or (iii) directly or indirectly controlled by a Party. As used herein, the term “control” (including any variations thereof) means ownership of securities representing fifty percent (50%) or more of the voting capital stock or other interest, having voting rights with respect to the election of the board of directors or similar governing authority, or any other power by contract or in any other form which entitles such named entity to the respective voting rights.

“Background Intellectual Property Rights” means any Intellectual Property Rights owned by the Supplier at any time during the applicability of these GPC and not resulting from the performance of work or services pursuant to these GPC.

“Confidential Information” means all non-public information whether disclosed directly or indirectly to Supplier by OSRAM or by third parties or that Supplier receives knowledge of or access to, before, on or after the date of an individual PO and which is designated as confidential or which, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential whether it is submitted orally, in writing or electronically.

“Deliverables” means the goods, materials, products, software, services or items identified or listed and specified in a PO.

“Intellectual Property Rights” means any intellectual property rights, including without limitation inventions, patents, utility patents, know-how, designs, semiconductor topography rights and copyrights and any other statutory intellectual proprietary rights worldwide of whatever nature as well as corresponding applications.

“Nonconforming Deliverables” means any Deliverables that do not conform to the specifications in the PO, other applicable specifications, or which otherwise do not conform with Supplier’s warranties.

“Parties” means the parties to a PO, i.e. OSRAM and the Supplier, each individually referred to as a “Party”.

“PO” means purchase order as set out in more detail in clauses 3 and 5.

“Supplier” means the person, firm or corporation from whom Deliverables are purchased pursuant to a PO.

3 Order Process by PO

All conditions, specifications, standards and other appendices attached to the PO or listed therein shall form an integral part of the PO. In case of conflicting provisions, they shall apply in the following order of precedence:

- (i) frame agreements (including quality assurance agreement) between the Parties
- (ii) if (i) does not exist, frame agreements agreed between OSRAM and/or its Affiliates with Supplier and/or its Affiliates
- (iii) the PO itself (including any side agreements made) and any written mutual change to it by the Parties
- (iv) these GPC
- (v) any of OSRAM’s packing, marking and shipping instructions
- (vi) any agreed technical specifications
- (vii) any general specifications and OSRAM’s standards.

4 Quality

The Supplier agrees that it will not change any specifications, form, fit, function, design, appearance, materials technology, manufacturing process or manufacturing facilities for the Deliverables or make any other change that affects or could reasonably affect the quality, performance or compliance with the warranties set forth in these GPC without OSRAM's prior written approval.

The Supplier shall be obligated to enclose a complete and easy-to-understand operating manual in at least the English language, to keep all necessary documentation and, to monitor products exactly and to recall defective goods at its cost and immediately, if necessary, to submit the production documents to OSRAM and to provide any and all support, as well as to name the producer and/or importer, if required, without undue delay.

The Supplier shall maintain a certified quality management system in conformance to ISO 9001. The certification shall be done by an accredited certification body.

Deliverables will be marked for identification purposes with sufficient information to identify the source, date of production and batch or lot.

5 Confirmation of PO by the Supplier

The PO becomes a binding contract upon confirmation by the Supplier, or commencement of performance, whichever occurs first.

6 Subcontractors

The Supplier shall not, without OSRAM's prior written consent, subcontract, directly or indirectly at any level of the performance of the PO or any part thereof.

7 Purchase of Materials for Use in the Deliverables

Only in relation to POs issued for customised Deliverables, before placing orders with sub-suppliers for, or purchasing any materials for use in the Deliverables that comprise of multiple components, the Supplier will, upon OSRAM's prior request on a case-by-case basis and to the extent permissible by applicable laws, provide OSRAM with a complete bill of materials (BOM) for such Deliverables, as applicable, listing the supplier(s), part number(s), lead time(s), and cost(s) of each material therein, as applicable.

8 Delivery

The agreed delivery dates and time periods for the delivery are binding. If a delivery or service period is defined in the PO, the delivery or service period starts with the acceptance date of the PO. For a delivery to meet the delivery date, the receipt of the Deliverables by OSRAM is the relevant point of time. If no delivery or service period or delivery date is separately agreed, the delivery or service shall be due three weeks from the date of the PO.

Delivery and shipment shall be carried out according to the delivery conditions stated in the PO. If the Supplier does not observe the applicable delivery conditions, the Supplier shall bear any additional costs resulting therefrom.

OSRAM shall be notified immediately of any circumstances, which prevent the agreed delivery dates and time periods for the delivery from being met. In case of an early or late delivery, as well as in the event that the Supplier delivers more, fewer or different Deliverables than ordered, the prior written consent of OSRAM is required, and OSRAM reserves the right to reject the delivery at the Supplier's expense.

Any delayed delivery, i.e. that the agreed delivery dates and time periods are not met, shall give OSRAM the right to terminate the PO, totally or in part, after granting an appropriate additional grace period unless such grace period is dispensable according to the statutory provisions, without any further liabilities or payment obligations arising for OSRAM out of such termination; or to demand performance on another date. In case of termination the Supplier shall compensate OSRAM for any damages arising out of or in connection with the late delivery including any price difference between the

original purchase price agreed between the Supplier and OSRAM and the purchase price agreed between OSRAM and an alternative supplier, unless the Supplier proves that it was not responsible for the delay.

Each delivery must come with any and all data sheets, assembly and processing information or notes about special characteristics of the material as well as the Deliverable.

Supplier agrees to take all actions necessary in order to ensure that there is no interruption in the supply of Deliverables to OSRAM.

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

9 Packaging for Transportation and Shipment; Transfer of Title

If and to the extent no packing standard is agreed upon, the packing must be made correctly and in accordance with applicable packing standards and Supplier shall package all items in functional, flawless, commercial standard types of packing to secure safe transportation and handling. Costs and risks resulting from packing that does not comply with the requirements must be borne by the Supplier.

Any charges for boxing, crating, handling, storage or other packing requirements shall be included in the prices as specified in the PO. Unit load devices and packing material shall become OSRAM's property. Entitled return shipments shall be at the risk and expense of the Supplier.

The Supplier shall mark all containers with necessary lifting, handling and shipping information, as well as PO numbers, release numbers, dates of production, dates of shipment, regulatory compliance information and the names of the consignee and consignor. An itemized packing sheet must accompany each shipment. The Supplier will clearly identify and mark the relevant HS Code and country of origin of all Deliverables delivered and will indemnify OSRAM with respect to any expenses, duties, penalties, damages, settlements, costs or attorney's fees incurred by OSRAM in connection with the Supplier's failure to identify or misidentification of the required HS Code and/or country of origin unless Supplier proves that it is not responsible for such failure.

All products shall be delivered to the location specified in the PO. Unless otherwise specified in the PO, in particular by defining a delivery term, the title and risk of loss of the Deliverables shall pass to OSRAM upon delivery to OSRAM.

10 Inspection of Deliverables

Upon receipt of Deliverables, OSRAM shall within a reasonable period of time conduct an incoming inspection of the Deliverables to verify whether OSRAM has received the identity and the number of boxes of the Deliverables reportedly sent to OSRAM as indicated on Supplier's packing list, and to detect any visible damage from transportation at the outer packaging. Apart from that OSRAM is not obliged to perform an incoming inspection of Deliverables. Notices of defects which become apparent later are considered in time if they are reported within four weeks after they were observed. Payment for Deliverables prior to inspection will not be construed to be an acceptance of Deliverables. If any Deliverables contain Nonconforming Deliverables, OSRAM shall have the right to reject such Deliverables. Nonconforming Deliverables may be returned at OSRAM's discretion to the Supplier at the Supplier's risk and expense.

For the purposes of this Clause 10, any reference to OSRAM shall also include any entity, supplier, vendor or business partner acting on behalf of or upon the instructions of OSRAM in the receipt of any Deliverables.

11 Business Correspondence, Required Documentation

Any and all business correspondence shall exclusively be exchanged with OSRAM's procurement department and with OSRAM's responsible employee or representative introduced to the Supplier as the responsible contact person(s). Documentation such as waybills, train route notes, train boxes, mail package cards, shipment notifications, shipment notes, packing slips, invoices, change notifications and similar documents as well as all correspondence must always feature the order number, order date, item and designation of goods as well as the name of the responsible employee or the responsible department. Customs declarations and customs goods codes must also be stated, or it has to be ensured that this information will be included. In case of deliveries from the EU zone, the VAT identification code must be stated. The Supplier

shall be fully liable to OSRAM for any loss or expense resulting from any failure to comply with these obligations, unless the Supplier proves that it is not responsible for the failure.

12 Price and Payment Conditions, Invoices

If not otherwise agreed in writing between the Parties, all prices are fixed prices, including value-added tax as well as all other taxes, duties, packaging fees and other additional charges of any type, as for material price, freight tariff tax or social charge increases, are excluded.

The payment terms shall be as stated on the PO. Payment terms shall commence as of the date of receipt of an invoice correctly issued in accordance with these GPC and OSRAM's receipt of the Deliverables. The payment of invoices cannot be construed as acknowledgement of the Deliverables to be free from any defects, and thus not as a waiver of any of OSRAM's claims and rights.

Invoices have to be sent to OSRAM's then current invoice submittal system, stating any and all order and delivery data and specifically referencing the applicable PO number. In case of work performances and assembly work, the time documentation confirmed by OSRAM shall be enclosed. Invoices issued contrary to OSRAM's GPC shall be deemed as not served.

Notwithstanding the foregoing, OSRAM shall be entitled to set off any amounts owed to Supplier against any claims which OSRAM may have against the Supplier.

13 Tax

Except as otherwise specifically provided in any PO, Supplier shall be liable for and shall pay any sales, use, excise or other tax or custom duty or fee which may be imposed upon any of the Deliverables or their sales, use or delivery. Where any relevant taxation authority imposes any income tax on the payment by OSRAM to the Supplier and requires OSRAM to withhold such tax, OSRAM may deduct such tax from the payment to the Supplier and remit such tax to the relevant taxing authority on behalf of the Supplier. The determination on the applicability of such withholding tax is at OSRAM's sole discretion. Upon reasonable request by the Supplier, OSRAM shall furnish the Supplier with tax receipts or other documentation evidencing the payment of such withholding tax. All sales, use, excise or similar taxes (except withholding tax) to be paid by OSRAM must be itemised separately on any proposal, quote or bid for the Deliverables and on Supplier's invoices.

14 Intra-Community (EU) Supplies of Goods

- (i) The Supplier 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 DE813285699 of OSRAM Opto Semiconductors GmbH respectively the VAT identification number DE292281767 of OSRAM Licht AG being the controlling company of the VAT group in Germany in which OSRAM Opto Semiconductors GmbH is part of.
- (ii) The Supplier will take all necessary precautions to ensure that the supplies of Deliverables 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 Supplier 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 Supplier.
- (iii) OSRAM may only be obliged to pay any local VAT to the Supplier, if the denial of 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 Supplier, if Supplier 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, the Supplier is obliged to reimburse the VAT to OSRAM. In this regard, the Supplier waives the plea of limitation.

15 Compliance

- (i) Supplier will comply with the principles and requirements of the Code of Conduct for OSRAM Suppliers, or such other similar document, which has been provided to and acknowledged by Supplier.
- (ii) The Supplier and all persons acting on its behalf shall comply with all national and international regulations applicable to it within the scope of its business relationship with OSRAM, in particular those relating to the combating against corruption, cartels and money laundering. In particular, the Supplier undertakes not to participate actively or passively, directly or indirectly, in any form of bribery or to offer or grant, promote or accept any benefits that violate applicable national and international anti-corruption regulations.
- (iii) Within the scope of its own organization, the Supplier undertakes to comply with the respective legal regulations concerning the treatment of employees, environmental protection, occupational health and safety and to enforce them also in relation to any subcontractors. The Supplier further undertakes to comply with the principles of the UN Global Compact initiative regarding the protection of international human rights. In particular, the Supplier will not practice or tolerate any form of modern slavery, forced and child labor or human trafficking. Furthermore, the Supplier undertakes to strictly prohibit any form of discrimination in its operations on the basis of race or ethnic origin, skin color, gender, religion or philosophy of life, disability, age or sexual identity.
- (iv) OSRAM may withdraw from or terminate the contract if the Supplier does not fulfil its obligations as per this clause 15. Other statutory or contractual rights of withdrawal and termination remain unaffected.

16 Service-related provisions

- (i) In relation to Deliverables consisting of services, in order to provide such services, the Supplier has to employ skilled and competent personnel. The term "service" as used herein shall in general include work services (Werkleistungen). The Supplier is obliged to ensure that work permits which might be required are available. Services have to be provided according to the current state of the art and industry standards. The Supplier may decide on the allocation of working hours. The Supplier shall inform OSRAM on the status and progress of the services which are carried out for OSRAM.
- (ii) 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. OSRAM is entitled to request changes in the scope of services unless these are unacceptable for the Supplier. If the change results in additional costs, the Supplier has to inform OSRAM accordingly without delay and before the changes are implemented.
- (iii) If the provision of information and/or documents is required for the performance of services, OSRAM will make these available to the Supplier in due time before the service is performed. Supplier shall immediately request further information and/or documents if needed.
- (iv) Insofar as services are required to be provided in OSRAM's offices or at OSRAM's premises, OSRAM will grant the Supplier the access required, subject to reasonable security and compliance restrictions. Any persons employed or engaged by Supplier in connection with the performance of the services shall be Supplier's employees or contractors. Supplier will be solely responsible for their supervision, daily direction and control, wages, withholding income taxes, providing unemployment and disability benefits, and the manner and means through which the Services will be accomplished.
- (v) 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 PO conditions.

17 Warranty

The Supplier warrants that it has good and transferable title to the Deliverables and that all Deliverables:

- (i) conform to the PO, including all descriptions as well as any drawings, specifications, samples, or models furnished by OSRAM or furnished by the Supplier and approved by OSRAM,
- (ii) are free from any defects and errors,
- (iii) are merchantable and fit for their intended purpose,
- (iv) are new, not refurbished or reconditioned, and
- (v) are in conformity with any applicable industry standards as well as properly contained, packaged, marked and labelled in accordance with OSRAM's requirements and all applicable laws relating thereto.

The warranty period is 36 months as of receipt of the Deliverables. For an item which was used for a building as per its standard use and caused the building's defectiveness, the warranty period is 5 years (or such longer period as may be provided under applicable law) from delivery.

If there is reason to assume that an entire lot of Deliverables are defective due to samples drawn, the entire lot shall be deemed to be Nonconforming Deliverables and invoice for the entire lot of the Deliverables shall not fall due.

In case of Nonconforming Deliverables, OSRAM reserves the right to choose between a price reduction, free rectification and exchange; in case of major defects, OSRAM shall be entitled to full or partial termination of the PO. Such actions shall be in addition to other remedies which OSRAM may have pursuant to applicable law. On OSRAM's request, the Supplier shall immediately exchange or rectify Nonconforming Deliverables at its own risk and expense in order to provide Deliverables free from defects. If rectification or exchange has been requested, the warranty periods commences anew with receipt of the rectified or exchanged Deliverables.

In case of unjustified excess or insufficient supplies, or in case of quality deviations, the Supplier shall indemnify and hold harmless OSRAM for all expenses resulting from additional inspection, packaging, return shipment or storage. Return shipment of quantities in excess or not ordered shall be at the expense and risk of the Supplier in all cases.

18 Product Liability Indemnification

The Supplier 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 Deliverable. If Supplier subsequently learns of any product defect within the meaning of applicable product liability laws or potential safety issues, the Supplier shall immediately notify OSRAM about these circumstances in writing. In this context, the Supplier is also obliged to refund any expenses which arise from or in connection with a product recall undertaken by OSRAM or required by law. OSRAM will inform the Supplier on the content and extent of the product recall measures insofar as possible and reasonable and will give Supplier the opportunity to make a representation related to the recall.

19 Supplier's Liability, Indemnification

The Supplier is liable and shall indemnify and hold harmless OSRAM, its officers, directors, agents, representatives, customers and employees from any and all claims, liabilities, damages, and expenses (including reasonable attorneys' fees and proper defense costs) arising out of, connected with or resulting in whole or in part from any acts or omissions of, or breach by, the Supplier, its subcontractors, its sub-suppliers or other personnel under or in connection with the PO or these GPC, unless the Supplier proves that it is not responsible for the breach, act or omission. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on a breach of contract, warranty, negligence, strict liability, and/or other tort. This indemnity shall survive delivery and acceptance of Deliverables. This provision shall not change the burden of proof.

20 Third Party IP Indemnity

- (i) The Supplier has to deliver the Deliverables free of third-party Intellectual Property Rights or any other third-party rights, otherwise Supplier shall secure, at its sole cost and expense, all necessary rights, licenses, consents, approvals and authorisations necessary for OSRAM to use all third-party rights as incorporated in

or used in conjunction with the Deliverables. If third party Intellectual Property Rights are or will be infringed by the supplied Deliverables or their use, the Supplier is required to make reasonable efforts to provide OSRAM with an unlimited right of use of the Deliverables, otherwise OSRAM is entitled to return or cancel the Deliverables and receive a full refund of payments made.

- (ii) The Supplier is obliged to indemnify and hold harmless OSRAM from any third party claims raised on the basis of a violation of third party Intellectual Property Rights as stipulated in clause 20(i) and to reimburse OSRAM for all reasonable costs, fees, expenses and damages incurred in relation with the claim. OSRAM will not accept any claims without the Supplier's approval and will not enter into any settlement, unless Supplier's approval is refused arbitrarily.
- (iii) Upon written request from OSRAM, Supplier has to conduct the defense against such claim at its own expense. If the Supplier conducts the defense against such claim in the name of OSRAM, the Supplier is obliged to always safeguard OSRAM's commercial interests and to keep OSRAM informed about any significant steps. The Supplier 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 withhold its approval arbitrarily.
- (iv) The obligations in clauses 20(ii) and 20(iii) do not apply if the Supplier can prove that it is not responsible for the violation of the said rights.
- (v) Further claims under statutory law for a defect of title of the Deliverables supplied to OSRAM remain unaffected.

21 Tooling and Documents

All specifications, drawings, models or other documents and data furnished by OSRAM and all tools, dies, molds, jigs, fixtures, patterns, machinery, special test equipment, special taps and gauges, which have been furnished, paid for, or charged against OSRAM, shall be deemed OSRAM's property and shall be treated as confidential information in accordance with clause 26 below. Such items shall be returned upon OSRAM's request at any time, but no later than upon full completion of the related contract. OSRAM shall retain ownership of any materials, parts, containers and/or special packaging provided by it to the Supplier. They shall be labelled as OSRAM's property and may be used only for the fulfilment of PO placed by or on behalf by OSRAM or its Affiliates and shall only be used in accordance with mutually agreed terms and conditions. The items provided by OSRAM shall be kept in a good condition by the Supplier. Their loss must be reported to OSRAM immediately. OSRAM reserves the right to claim damages.

22 Provided Materials

- (i) All materials provided by OSRAM remain property of OSRAM, and OSRAM is considered the manufacturer of goods manufactured using the materials and retains or automatically acquires property rights to the goods produced through the processing of these materials. The materials and objects shall be labelled as OSRAM owned and stored for OSRAM in a safe place and insured against risks such as fire and theft.
- (ii) If OSRAM has provided materials to Supplier, Supplier shall send monthly stock reports to OSRAM on such OSRAM material and ensure that the accuracy of such stock reporting is at least 97%.
- (iii) Pallets and other transport materials supplied by OSRAM remain OSRAM's property and must be returned to OSRAM. OSRAM reserves the right to claim compensation for any unreturned transport materials provided.

23 IP Rights

Ownership of any Intellectual Property Rights shall not be changed by the terms in these GPC unless otherwise stated herein. The Supplier hereby grants to OSRAM a non-exclusive, irrevocable, fully paid-up, worldwide license to its Intellectual Property Rights and/or all other rights required for producing, offering, putting on the market or using Deliverables as well as importing or possessing Deliverables for these purposes, without prejudice to clause 24. If the Deliverable is a process directly producing a product, Supplier grants the same licenses with respect to such product.

24 Rights to Results from Services

- (i) The results of Deliverables consisting of services (in the following referred to as “Results“) shall be considered a “work for hire” and become OSRAM’s property upon their completion and in their respective state of processing. The Supplier will properly store such Results for OSRAM until they are physically provided to OSRAM. If, for any reason, any of the Results do not constitute a “work made for hire,” Supplier irrevocably assigns to OSRAM, without additional consideration, all rights, title and interest to the Results, including all its Intellectual Property Rights. Supplier waives any moral rights it may have in any Results. In the event that for legal reasons OSRAM cannot become the sole owner to all rights in the Results, OSRAM, upon their completion, is hereby granted the exclusive, transferable, sub-licensable, worldwide, fully paid-up, unlimited right to use the Results itself or have them used partly or fully by third parties in all known and unknowns ways of use, to copy, exploit, distribute, change and make them publicly accessible, to publish or to use them, all in a modified or unmodified form. Where Deliverables include Background Intellectual Property Rights, OSRAM is hereby granted the non-exclusive, transferable, sub-licensable, worldwide, unlimited right to use Background Intellectual Property Rights as part of the Results itself or have them used partly or fully by third parties in all known and unknowns ways of use, to copy, exploit, distribute, change and make them publicly accessible, to publish or to use them, all in a modified or unmodified form.
- (ii) If inventions or protectable ideas/proposals are created during the provision of service for which statutory rights can be applied, the Supplier 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 Supplier shall reasonably assist OSRAM with regard to the filing of patents and other statutory rights on such inventions or protectable ideas/proposals free of charge, in particular provide any information required without undue delay and take all measures reasonably required; the Supplier will refrain from any act that might interfere with OSRAM’s application for said rights and efficient use thereof. In particular, the Supplier 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 on the basis of any such registration shall belong to OSRAM.
- (iii) Unless otherwise agreed in a given case, the Supplier waives the right to be mentioned as author with regard to the results obtained.
- (iv) The Supplier 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 implementation of the Results.
- (v) In relation to its employees, freelancers or third parties insofar as they are involved in the provision of services in accordance with clause 6, the Supplier will ensure in written agreements with these employees, freelancers or third parties that the rights as per clauses 24(i) to 24(iii) are secured and will not be affected by the termination of the contracts between the Supplier and the third parties. In case of breach, the Supplier will reimburse OSRAM for all damages and expenses incurred in this respect, including the reasonable costs for legal defense, and will indemnify and hold harmless OSRAM from any third-party claims, unless the Supplier is not responsible in this regard.
- (vi) The granting of the aforementioned rights is covered by the contractually agreed remuneration.

25 Software

For software (including without limitation any updates thereto, together “Software”), pertaining documents, and all subsequent additions necessary to operate and/or support the Deliverables or their use, the Supplier hereby grants to OSRAM a non-exclusive, perpetual, royalty-free, worldwide right and license to use, reproduce, prepare derivative works of and distribute the Software in connection with OSRAM products, including the right for sublicensing. For any Software created for OSRAM pursuant to services rendered under these GPC, clause 24 prevails. Any individual software licensing agreement prevails over any provision in these GPC regarding a transfer of rights or a license grant.

Supplier has and will have full and sufficient right, title and authority to assign or grant the rights and/or licenses granted to OSRAM.

The Software does not and will not infringe any third-party Intellectual Property Rights or any other third-party rights. Clause 20 shall apply analogously.

Furthermore, Supplier represents and warrants that the Software does and will (i) perform the functions, and comply in all material respects with the documentation, (ii) comply with all applicable laws, regulations, and industry standards and (iii) will be free of any computer code or instructions that may disrupt, damage or interfere with the use of the Software or related computer facilities or which allow for application code access through the bypassing of any security features, e.g. malicious code, viruses, "back doors" or "trap doors".

26 Confidentiality

All information disclosed by either Party to the other, in connection with the PO, including, without limitation, all technical, commercial and financial data and all proprietary information, shall be kept strictly confidential. Neither Party shall disclose any such confidential information to any third party (other than Affiliates of OSRAM) and shall not use any such confidential information for any purpose other than as agreed between themselves. In the event of a violation or suspected violation of this confidentiality obligation, OSRAM reserves the right to seek injunctive relief in any court of competent jurisdiction and claim damages unless the Supplier proves that it is not responsible for such violation. No reference may be made to business relations with OSRAM for advertising purposes unless OSRAM has given its written approval. Should Parties enter into a separate Non-Disclosure Agreement (NDA) and inconsistencies arise between such NDA and this clause 26, the NDA shall prevail.

27 Data Protection/ Data Privacy

OSRAM and the Supplier authorize to release to the respective other Party and any of its Affiliates (the "Relevant Companies") any and all personal or professional data that is necessary or desirable for administration and/or fulfilment of any individual PO and these GPC (the "Relevant Information").

OSRAM and the Supplier undertake to fully comply with any applicable personal data protection laws in applicable jurisdictions, including with the General Data Protection Regulation (GDPR). OSRAM and the Supplier shall ensure compliance with all legal data provisions including but not limited to the GDPR, particularly in regard to the lawfulness of data processing under joint controllership. OSRAM and the Supplier shall take all necessary technical and organizational measures to ensure that the rights of data subjects, in particular those pursuant to Articles 12 to 22 GDPR, are guaranteed at all times within the statutory time limits. Supplier indemnifies OSRAM for any loss or damages, including, but not limited to, costs of breach notification, attorney's and other fees, fines and financial penalties under any applicable personal data protection laws.

28 Export Compliance

- (i) For all items (software, technology, commodities) to be delivered and services to be provided, OSRAM and Supplier shall comply with all applicable national and international export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Supplier shall obtain all necessary export licenses.
- (ii) Supplier shall advise OSRAM in writing as early as possible, but not later than two (2) weeks prior to the scheduled delivery date, and in case of changes without undue delay, of the following information and data:
 - All applicable export list numbers including Export Control Classification Number (ECCN) as per U.S. Commerce Control List;
 - The statistical commodity code according to the current commodity classification of the foreign trade statistics and the HS (Harmonized System) Code;
 - Country of origin (non-preferential origin). If the Deliverables do not have any origin characteristics, the annotation "No goods of origin" has to be included in the order confirmation and in the delivery invoice. In this case, OSRAM has the right to cancel the order.

Upon request, Supplier 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.

- (iii) OSRAM shall not pay and shall not be obliged to fulfil the contract if such fulfilment is hindered by impediments arising out of Foreign Trade Regulations.

29 Assignment

The Supplier shall not assign a PO or any claims thereunder without the prior written consent of OSRAM. OSRAM has the right to assign any claims under a PO at its discretion.

In case of change of control of the Supplier, the Supplier shall immediately inform OSRAM of such change. OSRAM reserves the right either to approve such change of ownership or to immediately cancel the PO without any further obligations and responsibilities. Confidential Information and any specifications, tooling and documents provided by OSRAM to the Supplier in connection with the fulfilment of the PO has to be returned upon OSRAM's request.

30 Security in Supply Chain

The Supplier 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 Supplier shall protect the Deliverables provided to OSRAM or provided to third parties designated by OSRAM against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those Deliverables and shall obligate any sub-suppliers to take equivalent security measures.

31 Accident Prevention / Environmental Protection Regulations etc.

- (i) The Deliverables as well as the production processes for Deliverables 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 documents "Environmental Standard for Suppliers" and "Supplier non-use of hazardous substances Declaration" have to be fulfilled. Both documents are available on OSRAM's supplier portal under <https://www.osram.de/os/supplier-portal/>. The regulations of any international associations specified in the PO must also be observed. The same applies to environmental protection regulations.
- (ii) Any necessary protective equipment shall be provided by the Supplier and shall be included in the price.
- (iii) For transportation of dangerous goods (chemicals, compounds or articles containing such substances), current versions of national and international dangerous goods regulations, e.g. ADR (road), IMDG-Code (sea) or IATA DGR (air), German Law for the transport of dangerous goods (Gefahrgutbeförderungsgesetz) and the German Ordinance on the national and international carriage of dangerous goods by road, rail, and inland waterways (GGVSEB) have to be applied. If the PO indicates that the Deliverables are to be forwarded, the Supplier shall also comply with all regulations required for additional modes of transport in respect of packaging and labelling.
- (iv) 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 Supplier 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.

32 Safety

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

33 Force Majeure

Neither Party will be liable for any delay in performance or non-performance of the contract caused by an external event, i.e. an event not resulting from an inherent danger, and such event is unforeseeable or which, being foreseeable, cannot be avoided even by exercising the utmost care ("Event of Force Majeure"), if the affected Party has notified the other Party of such circumstances immediately and uses reasonable efforts to correct its failure to perform. Without limiting the generality of the foregoing, an Event of Force Majeure may for example include natural disasters, rebellion, embargoes and epidemics. For purposes of these GPC, the following shall not be considered an Event of Force Majeure (i) delays in transportation, (ii) shortages of materials, (iii) delays attributable to Supplier's manufacturers or subcontractors or (iv) economic considerations or inefficiencies, unless such delays or shortages are caused by any natural disaster or other cause beyond such Party's reasonable control as aforesaid.

34 Audit

OSRAM may inspect the Supplier's manufacturing locations, warehouse and other facilities during normal business hours, by providing reasonable notice to the Supplier. The Supplier shall provide OSRAM with its own inspection, quality and reliability data upon request.

35 Insurance

Supplier shall maintain a general and product liability policy covering property damages, bodily injury or deaths as well as financial losses as arising out of any of the foregoing. This insurance policy shall at least provide a limit of five (5) million EURO (EUR 5,000,000) and shall be carried out with an insurer of adequate financial security (minimum rating: investment grade). Upon OSRAM's request, Supplier will provide an insurance certificate evidencing the requested insurance coverage.

36 Discontinuation

In the event the Supplier decides to discontinue the manufacturing of any Deliverables ("End of Life"), Supplier will inform OSRAM in writing of its intention at the latest 24 months before the discontinuation becomes effective and will provide a last-time-order period of 24 months. Any PO issued prior to the end of such 24 months period shall be fulfilled without interruption. The prices may not be increased for the last time-order period.

In the event Supplier is otherwise unable to supply any or all of the Deliverables for whatever reason, Supplier agrees to take all actions necessary in order to ensure that there is no interruption in the supply of Deliverables to OSRAM. Supplier agrees to take such actions as may be reasonably required by OSRAM to accomplish the transition from Supplier to an alternative seller.

37 Cancellation, Termination

For reason other than Supplier's default, OSRAM may at its own discretion cancel a PO or any part of a PO with respect to any undelivered customized Deliverables by written notice by giving 14 (fourteen) days' notice.

In such case, the following provisions will apply: (a) upon cancellation, OSRAM's payment obligation will be limited to the price agreed in the PO less the expenses the Supplier saves as a result of the termination or deliberately omits to acquire through other use of its labour capacities; (b) upon receipt of notice of the intended cancellation, the Supplier must cease manufacture and supply of Deliverables and stop all further work and do everything possible to mitigate any costs incurred upon such cancellation, including the possible return, re-use or re-purposing of any materials which Supplier may have purchased pursuant to the PO.

In case Supplier fails to perform or otherwise breaches its obligations under the PO, OSRAM may terminate the PO. If said breach can be remedied, this right will not be executed until the expiry of an appropriate grace period granted to remedy it. Notwithstanding the foregoing, any right to immediate termination for material breach is not affected.

38 Entire agreement

These GPC, the PO, together with all conditions, specifications, standards and other appendices attached to the PO, listed therein or referred to, constitutes the entire agreement and exclusive statement of terms between OSRAM and the Supplier with respect to the purchase and sale of the Deliverables. The employees of OSRAM are not entitled to make any verbal agreements or concessions deviating from the written agreement.

39 Severability

Each clause herein is severable and distinct from every other clause. Should any provision of this GPC be invalidated by law, the validity of the remaining provisions of these GPC shall remain unaffected. Instead of the invalid clause the respective statutory provisions shall apply.

No failure or delay by OSRAM to exercise any right or remedy provided under the PO or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. Any third party who is not a Party to the PO shall have no right to enforce any of its terms.

40 Jurisdiction and Arbitration

Place of performance for all claims under or in connection with the PO and its performance shall be the place set as place of delivery in the PO. The PO shall be governed by the laws of Germany, the UN Convention for the International Sale of Goods (CISG) being excluded. Subject to the provision in the next paragraph, any disputes between the Parties arising out of or in connection with the PO and its performance shall be settled in compliance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed according to said rules. The arbitration proceedings shall be held in Munich, Germany. The language of the Arbitration shall be English.

At its sole discretion, OSRAM may also choose to sue Supplier at the courts of Supplier's domicile. In the event that OSRAM brings an action before the state courts, the arbitration agreement shall not prevent the Supplier from asserting claims by way of set-off or counterclaim within the scope of these proceedings.