

Terms of Purchase of YAMAICHI ELECTRONICS Deutschland GmbH and YAMAICHI ELECTRONICS Deutschland Manufacturing GmbH - updated 12/2021

applicable in business transactions with companies within the meaning of Section 14 BGB, legal persons under public law and special funds under public law (hereinafter "Supplier"),

1. General

Our Terms of Purchase apply exclusively for all current and future business relationships with Suppliers, even if they are not referred to again with the respective conclusion of contract. We do not recognise General Terms and Conditions or Terms of Sale of the Supplier that are contrary to or supplement our Terms of Purchase, unless we have expressly consented to their validity in writing. The acceptance of the goods or services (hereinafter: Contractual Item) or their payment does not constitute consent.

2. Conclusion of the contract and amendments to the contract

2.1 Orders, contracts, and delivery schedules as well as their amendment and supplement require the written form to be valid.

2.2 Verbal agreements of any kind - including subsequent amendments and supplements of our Terms of Purchase - require our written confirmation to be valid.

2.3 The written form requirement is also met through data transmission or fax.

2.4 Cost estimates are binding and not reimbursable, unless expressly agreed otherwise.

2.5 Should the Supplier fail to accept the order within one week of the receipt, we shall be entitled to withdraw free of charge.

2.6 Delivery schedules in the course of an order and request schedule are binding, if the Supplier does not object within two working days of the receipt.

2.7. The Technical Supply Agreement of YAMAICHI ELECTRONICS are part of the contract, unless the contract indicates that these are not relevant.

3. Delivery and exceeding of delivery deadlines

3.1 Deviations from our contracts and orders are permissible only upon our prior written consent.

3.2 Agreed dates and periods are binding. The receipt of the goods is decisive for compliance with the delivery date or the delivery period. If the delivery is not agreed "ex works" (DAP or DDP as per INCOTERMS® 2021), the Supplier shall prepare the goods in time taking into account the time to be agreed with the carrier for loading and shipping.

3.3 If the Supplier has taken over the installation and assembly and nothing else has been agreed, the Supplier shall bear all necessary ancillary costs such as travel expenses, provision of the tool and daily allowances, unless stipulated otherwise.

3.4 If the agreed deadlines are not met, we shall be entitled, after the expiry of a reasonable grace period, to withdraw from the contract by way of a written declaration. Otherwise, the Supplier is obligated to compensation for the resulting lump sum damage caused by the delay: For each working day of the delay, a contractual fine in the amount of 0.5 %, but no more than 5 % of the respective total order amount shall be forfeited. Both contracting parties reserve the right to demonstrate the occurrence of a greater or lesser damage. Otherwise, the claims for which we are legally entitled to remain reserved.

3.5 Should the Supplier foresee difficulties with regards to the production, raw material supply, compliance with delivery deadlines or similar circumstances, which could prevent him from timely delivery or delivery in the agreed quality, the Supplier shall notify our ordering department without delay.

3.6 The unconditional acceptance of delayed delivery or service does not imply the waiver of our entitlement to damage compensation claim resulting from the delayed delivery or service; this applies until the full payment of the remuneration owed by us for the delivery or service in questions.

3.7 Partial deliveries are not permissible as a rule, unless we have expressly agreed to them or when they are reasonable for us.

3.8 Unless evidence to the contrary is presented, values determined by our incoming goods inspection shall be valid for quantities, weights and dimensions.

3.9 We are entitled to the right of use to the software as part of the scope of delivery of the product, including is documentation, to the extent permissible by law (Section 69a et seq. UrhG (German Copyright Act)).

3.10 We are also entitled to the right of use to such software including documentation with the agreed performance characteristics and to the extent required for contractual use of the product. We are also entitled to make a backup copy without express agreement.

4. Force majeure

4.1 Force majeure, non-culpable malfunctions, civil unrest, official measures and other unavoidable events release us from the obligation to timely acceptance for the duration of their existence. During such events and within two weeks after they ending we are entitled, without prejudice to our other rights, to withdraw from the contract in whole or in part, to the extent that these events are not of insignificant duration and our need is significantly reduced due to other procurement that is therefore necessary.

4.2 Regulations of Clause 4.1 also apply in the vent of industrial disputes and pandemics.

5. Notice of dispatch and invoice

Information contained in our orders and delivery schedules apply. A simple copy of the invoice stating the invoice number and other assignment features are to be sent to the respective printed address; they should not be attached to the consignments.

6. Pricing and transfer of risk

Unless otherwise agreed, the prices are for the provision at the destination specified by us (DAP as per INCOTERMS® 2021) including packaging. Sales tax is not included. The Supplier shall bear the risk of material damage until the acceptance of the goods by us or our agent at the place to which the goods are to be delivered in accordance with the order.

7. Terms of payment

Unless otherwise agreed, the invoice is settled either within 14 days with a deduction of 2% or within 30 days without any deduction from the due date of the payment claim and receipt of both the invoice and the goods or provision of the service. Payment is made subject to verification of the invoice.

8. Claim for defects and recourse

8.1 Acceptance is made subject to an inspection for absence of defect in accordance with the according to the circumstances of a proper business process to determine whether contractual item corresponds to the ordered type and whether there are externally noticeable transport damages or externally noticeable defects. We are not subject to further inspection obligations. Obvious defects are deemed to have been reported by us in good time within the meaning of Section 377 HGB (German Commercial Code), if they are reported to the Supplier within 2 weeks of receipt of the contractual item. If this concerns a hidden defect, the period starts with the discovery of the defect.

8.2 In addition, the statutory provisions for material and legal defects including the statutory regulations for Supplier recourse as per Section 445a, 445b, 478 BGB (German Civil Code) apply, unless regulated otherwise below.

8.3 As a rule, we are entitled to choose the type of subsequent performance. The Supplier can reject the type of subsequent performance chosen by us, if the latter is only possible with disproportionate costs.

8.4 If the Supplier fails to start with remedying the defect immediately after our request to remedy the defect, we shall be entitled in urgent cases, in particular to prevent acute dangers or avoid major damage, to perform this ourselves or have it done by a third party at the expense of the Supplier.

8.5 In case of legal defects, the Supplier shall indemnify us against possible claims of third parties, unless he is not responsible for the legal defect.

8.6 Except in cases of fraudulent intent, defect claims become statute-barred within 3 years, unless the item is used for a building in line with its normal use and has caused its defectiveness. The limitation period begins with the delivery of the contractual item (transfer of risk).

8.7 Should the Supplier meet its subsequent performance obligation by way of substitute delivery, the limitation period for the delivered goods starts to run again after their delivery, unless the Supplier has expressly and properly reserved the right to substitute delivery only out of goodwill in order to avoid disputes or in the interest of continuation of the supply relationship.

8.8 Should we incur costs resulting from the defective delivery of contractual items, in particular transport, journey, labour, installation, removal, material costs or costs for an incoming goods inspection that exceeds the usual scope, the Supplier shall bear these costs.

8.9 The acceptance of the contractual item and the payment does not constitute acknowledgement of proper performance.

9. Product liability

9.1 If the Supplier is responsible for product damage within the meaning of the Product Liability Act or Section 823 et seq. BGB (German Civil Code), he is obligated to compensate us for all damages incurred or to indemnify us against third party claims for damages at our first request, as if the cause lies within the scope of his control and organisation and would be held liable himself in the legal relationship with third parties. The principles of Section 254 BGB (German Civil Code) apply in the event of contributory negligence or contributory cause on our part.

9.2 In cases under Claus 9.1, the Supplier assumes all costs and expenses, including the costs for any

required legal prosecution or defence.

9.3 Otherwise, the statutory provisions apply.

9.4 Prior to any recall campaign, which is partially or as a whole the result of a defect in contractual item delivered by the Supplier, we shall inform the Supplier and grant him the opportunity to cooperate and consult with him regarding an efficient implementation, unless informing of the Supplier or his participation is not possible due to particular urgency. If the recall campaign is the result of a defect in the contractual item delivered by the Supplier, the Supplier shall bear the costs of the recall campaign.

9.5 The Supplier is obligated to maintain a product liability insurance with adequate coverage. Our claims for damages exceeding the insured sum remain unaffected. The Supplier is obligated to provide written proof of adequate insurance coverage at any time upon request.

10. Withdrawal and termination rights

10.1 In addition to the statutory withdrawal rights we are also entitled to withdraw from or terminate the contract with immediate effect, if

- the Supplier has ceased to deliver to his customers,
- a significant deterioration in the Supplier's financial circumstances occurs or threatens to occur and this endangers the fulfilment of a delivery obligation towards us,
- the Supplier becomes insolvent or over-indebted, or
- the Supplier ceases to make payments.

10.2 We are also entitled to withdrawal or termination, if application is filed to open insolvency proceedings or comparable proceedings for debt settlement over the assets of the Supplier.

10.3 If the Supplier has performed a partial performance, we shall be entitled to withdraw from the entire contract, if we have had any interest in the partial performance.

10.4 If we withdraw or terminate the contract based on the above mentioned contractual withdrawal or termination rights, the Supplier shall compensate us for the resulting damages, unless he is not responsible for the occurrence of withdrawal or termination rights.

10.5 Statutory rights and claims shall not be restricted by the regulations contained in Clause 10.

11. Execution of works

Liability for accidents that occur to persons on factory premises is excluded unless this was caused by an intentional or grossly negligent breach of obligation by our legal representatives or vicarious agents.

12. Provision

Materials, parts, containers and special packaging provided by us remain our property. These may only be used as intended. The processing of materials and the assembly of parts is done for us. It is agreed that we shall become co-owners of the products made using our materials and parts, which are stored for us by the Supplier, in the ratio of the value of the materials provided to the value of the entire product.

13. Documents and confidentiality

13.1 All business or technical information (including features that can be found in any items, documents or software handed over and other knowledge or experience), unless they are public knowledge, must be kept secret from third parties and must be made available only to those persons at Supplier's company who need to consult them for their use for the purpose of delivery to us and who are also equally obligated to maintain secrecy; they remain our exclusive property. Such information, except for deliveries to us, may not be reproduced or used commercial without our prior written consent. At our request, all information provided by us (including any copies or records made) and loaned items must be returned immediately and in full or be destroyed.

We reserve all rights to such information (including the copyrights and the right to register industrial property rights, such as patents, utility model, etc.). If these are made available to us by third parties, this reservation of right also applies in favour of these third parties.

13.2 Products that the contractor manufactures according to documents drafted by us, such as drawings, models or the like or according to our confidential information or with replicated tools may not be used by the Supplier himself, nor offered or delivered to third parties. This applies to our print jobs accordingly.

14. Export control and customs

14.1 The Supplier is obligated to inform us in his business documents regarding any licensing obligations for (re)exports of his goods in accordance with German, European, US export and customs regulations as well as export and customs regulations of country of origin of his goods. For this purpose, the Supplier shall provide at least the following information in its offers, order confirmations and invoices for the respective goods items:

- the export list number in accordance with Annex AL to the German Foreign Trade Ordinance or comparable list items in relevant export lists,

- for US goods the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR),
- trade-policy place of origin of its goods and the components of its goods, including technology and software,
- whether the goods were transported through the USA, manufactured or stored in the USA, or manufactured with the help of American technology,
- the statistical commodity number (HS code) of his goods, as well as
- a contact person in his company in order to clarify any queries we may have.

At our request, the Supplier is obligated to provide us with all other foreign trade data for his goods and their components in writing and to inform us immediately regarding all changes to existing data in writing (prior to delivery of the goods affected herewith).

14.2. Our performance of the contract is subject to the proviso that there are no obstacles to performance due to national or international regulations of foreign trade law and no embargoes and/or other sanctions. The Supplier guarantees to refrain from all business transactions

- (a) with persons, organisations or institutions that are on a sanction list in accordance with national prohibition lists, EC regulations or US export provisions,
- (b) with embargo states, which are prohibited,
- (c) for which required approval is not available or not applicable,
- (d) which are in any way linked to the support, development, production and use of chemical, biological or nuclear weapons of mass destruction.

Furthermore, the Supplier assures that he or his employees and/or Suppliers are not on US, European or national prohibition lists (e.g.: "Entity List", "Denied Persons List", "Specifically Designated Nationals and Blocked Persons") are not linked with the support, development, production or use of chemical, biological or nuclear weapons of mass destruction.

Should the Supplier breach this assurance and a contract has already been concluded, we shall not be obligated to the performance of the contract. In addition, we are entitled to withdraw from or terminate the contract with immediate effect. In addition, the Supplier is obligated to reimburse us for all damages, including expenses, resulting from a breach of this assurance and indemnify us against any third-party claims in this regard.

Should the Supplier breach this assurance and a contract has already been concluded, our offer is deemed to have been withdrawn with immediate effect and retroactively. We are not obligated to conclude a contract. In addition, the Supplier is obligated to reimburse us for all damages, including expenses, resulting from a breach of this assurance and indemnify us against any third-party claims in this regard.

15. Compliance

15.1 The Supplier agrees to comply with current statutory regulations for dealing with employees, environment and occupational safety and contribute to reducing adverse effects on persons and environment in his activities. The Supplier shall observe the basic principles of UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in recruitment and employment, responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative is available www.unglobal.com.

15.2 In the event that the Supplier repeats and/or conducts unlawfully despite a proper notification and does not provide proof that the violation of the law has been remedied to the extent possible and has taken reasonable precautions to prevent future violations of the law, we reserve the right to withdraw from existing contracts or to terminate them without notice.

16. Place of performance

The place of performance is the place to which the goods are to be delivered in accordance with the order or where the service is to be provided.

17. General Provisions

17.1 Should a provision of these terms and conditions and other agreements be or become ineffective, this shall not affect the validity of the remaining conditions. The contracting parties are obligated to replace the ineffective provision with a provision achieving nearly the same economic success as the replaced one.

17.2 The law of the Federal Republic of Germany applies exclusively for the contractual relationship to the exclusion of the conflict of laws and the UN Sales Convention (CISG).

17.3 Munich is the place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship, on which these terms of purchase are based. At our discretion, we are also entitled to take action against the Supplier at the competent court of its registered office or branch or at the court of the place of performance.