

General Terms and Conditions of Purchase

VF Lightspan GmbH - Steinacker 3 - 28717 Bremen

As the buyer/purchaser, we conclude all contracts subject to the law on the sale of goods, including contracts for the supply of work (§650 BGB) and, as the client/purchaser, all contracts subject to the law on contracts for work and services, exclusively in accordance with our General Terms and Conditions of Purchase below. These "purchasing" conditions therefore apply not only to contracts with suppliers subject to the law on the sale of goods, but also to the contractors carrying out contracts for work and services. We do not recognise any terms and conditions of the supplier/contractor that are contrary to or deviate from our terms and conditions of purchase, unless we have expressly agreed to their validity in writing in the individual case. If our order is confirmed by the supplier/contractor in deviation from our General Terms and Conditions of Purchase, our General Terms and Conditions of Purchase shall nevertheless apply, even if we do not object to the deviating terms and conditions of the supplier/contractor. If the supplier/contractor does not agree with this regulation, he must immediately and expressly point this out in a special letter. In this case, we reserve the right to cancel our order without any claims being made against us. In addition to these Terms and Conditions of Purchase, we base our contracts for work and services relating to construction services, which include assembly services of the contractor on construction, on the Procurement and Contract Regulations for Construction Services VOB Part B (General Terms and Conditions for the Execution of Construction Services) in the version in force at the time the contract was placed. Our General Terms and Conditions of Purchase also apply to future purchase and work contracts for which we are the buyer/client, even if they are not expressly referred to.

I. Offers

- 1.) Bids must be made in writing and must be submitted free of charge. The preparation costs (e.g. travel, preparation of plans) are at the expense of the supplier/contractor.
- 2.) Quotations must contain the information required for processing by us, in particular our enquiry number and project reference, our material number and the name of the clerk.
- 3.) The supplier must examine an offer professionally and is instructed to expressly point out any deviations (from inquiry documents). Without any indication of deviations that are detrimental to us, our order is deemed to have been placed on the basis of our unchanged query documents, unless we have recognized the deviations.

II. Orders

- 1.) Our orders and all agreements with us must be placed in writing, by fax or by e-mail.
- 2.) Changes or additions to the order by the Supplier (amending acceptance) shall only take effect if they are immediately confirmed by the Client/Purchaser in writing, by fax or by e-mail

III. Order Confirmation

- 1.) Unless otherwise agreed, each order must be confirmed by the supplier/contractor without delay, stating the clerk, the material number and the order number, but no later than within 5 working days.
- 2.) Order confirmations must be sent to logistics@vf-lightspan.com.
- 3.) If we do not receive the order confirmation within the specified period, we are entitled to withdraw from the contract without any claims against us – regardless of the legal grounds.

IV. Prices

- 1.) The prices shown in our order are binding. They include packaging, material certificates according to valid standards, certificates of origin and other approvals such as CE, CSA, UL markings, as well as delivery based on DDP delivery address, according to INCOTERMS in the current version.
- 2.) Unless otherwise stated, the statutory value added tax is included in the price.
- 3.) We reserve the right to return packaging material to the supplier/contractor at the supplier's/contractor's expense.
- 4.) Invoices must contain the delivery address, the name of the clerk, the order number, our material number, the delivery quantity, the price and all information required by VAT Act; as long as this is not the case, invoices are not due.
- 5.) Invoices are to be sent to invoices@vf-lightspan.com.

V. Delivery, Manufacturer's Obligations

- 1.) The delivery time and quantity specified in our order is binding.
- 2.) The supplier/contractor is obliged to inform us immediately in writing as soon as he realises that he cannot meet the delivery time in whole or in part. If no new delivery time is agreed upon as a result, we are at least entitled to withdraw from the contract without the supplier/contractor having any claims against us. This also applies if the delay is due to official orders, strikes and/or force majeure.
- 3.) If the supplier/contractor is in default with the delivery in accordance with the contract, in particular free of defects, we may demand lump-sum compensation from the supplier/contractor for damage caused by delay in the amount of 1% of the agreed order value per week, but not more than 5% of the agreed order value, if the agreed end date is culpably exceeded. If settlement against measurement and a provisional order amount has been agreed, this will be taken as a basis. If intermediate dates have been agreed and a quantified partial remuneration has been agreed in the order, we shall be entitled to demand lump-sum compensation for damage caused by delay in the amount of 1% of the agreed order value per week, but not more than 5% of the agreed order value, if the agreed intermediate date is culpably exceeded. If settlement against measurement and a provisional order amount has been agreed, this will be taken as a basis. The lump-sum damages for exceeding an intermediate deadline are offset against the lump-sum damages owed for exceeding a deadline. The lump-sum damages are therefore limited to a maximum of 5% of the contract value to be used as a basis in all circumstances. However, we are entitled to prove a higher damage and to assert it against proof. We reserve the right to assert all further legal claims. The supplier/contractor has the right to prove to us that we have suffered no damage or a significantly lower damage than the lump-sum damage.

VI. Shipping

- 1.) The supplier/contractor is obliged to clearly indicate the place of delivery, the order number, the material number and the clerk on the shipping documents, delivery notes, waybills, parcel sections, stickers, etc.
- 2.) The material risk is only transferred to us upon receipt of the goods at the destination.

VII. Warranty/Liability for Material Defects

- 1.) The supplier/contractor is responsible for ensuring that the delivered goods/work are free of defects, comply with the legal provisions and official orders and contractual agreements made.
- 2.) The warranty period (defect liability period) is agreed to be five years from the transfer of risk. If the statutory warranty period or the one offered by the supplier/contractor or the one agreed with him in the individual case is longer, this longer period shall apply.
- 3.) Subject to open defects, our legal obligation to inspect and complain about the goods without delay is waived. The supplier/contractor is obliged to subject the goods to careful quality control before delivery. In view of this, our notices of defects are at least timely if they are made within two weeks of the defect being discovered.

- 4.) By way of subsequent performance, we may, at our discretion, demand that the supplier/contractor remedy the defect, including all consequential damages caused by defects, or deliver a defect-free item. The supplier/contractor is obliged to bear all expenses necessary for the purpose of subsequent performance. The claims and rights to which we are legally entitled in the event of defects remain unaffected. In the case of new delivery, the warranty period begins again. The same applies in the case of rectification of the item, provided that the repaired item has the same defect or the rectification is carried out defectively.
- 5.) In the event of a particular urgency or if the supplier/contractor is in default with the warranty, we are entitled to remedy defects ourselves or have them remedied. Particular urgency exists in particular if there is a threat of a production standstill, a loss of performance, failure to start on time or a contractual penalty. The costs of warranty work arranged by us are at the expense of the supplier/contractor.

VIII. Liability

- 1.) The liability of the supplier/contractor is otherwise based at least on the statutory provisions. If liability claims are asserted against us, the supplier/contractor is obliged to indemnify us from these claims to the extent that they have their cause in his sphere of control and organisation and he himself would be liable in the event of a direct legal relationship with the injured party.
- 2.) In view of this, the supplier/contractor undertakes to maintain liability insurance with an appropriate sum insured. This does not affect any further claims for damages to which we are entitled.
- 3.) The Supplier/Contractor undertakes to comply with minimum wage regulations in the area of application of the Minimum Wage Act and applicable regulations on minimum conditions at the workplace and confirms this to the Buyer/Purchaser upon request and without being asked to do so by means of invoicing, in particular final invoicing. An invoice from the supplier/contractor that does not contain this confirmation is not due. The Buyer/Purchaser shall at any time be entitled to inspect the business documents of the Supplier/Contractor by a person who is bound to secrecy by virtue of professional law (auditor or tax consultant) in order to verify compliance with these obligations of the Supplier/Contractor. This regulation applies mutatis mutandis to obligations of the supplier/contractor towards holiday and social security funds. Compliance with the above obligations of the supplier/contractor is an essential contractual obligation.

IX. Retention of Title, Confidentiality

- 1.) We accept a reservation of title on the part of the supplier/contractor if and to the extent that this is expressly agreed outside of the General Terms and Conditions.
- 2.) All documents (e.g. drawings, plans, calculations, samples, models, data carriers, computer records and programs) that we make available to the supplier/contractor remain our property. The documents are to be treated as strictly confidential and may not be made available to third parties without our express written consent. They must be returned to us on first request, but at the latest unsolicited as soon as they are no longer needed. The documents may only be used for business transactions with us. The content of all negotiations and the entire contract is confidential in nature and may not be made available to persons who do not belong to the contractor. The obligation to maintain confidentiality shall apply beyond the time the order is executed. Publications of any kind about the project and also about the services of the contractor in the project require our written consent.
- 3.) The supplier/contractor is not entitled to use our company and our trademarks. Information that the supplier/contractor receives during the execution of the order – in particular about research and development work and our business activities – must be kept confidential during and after the end of the order. The Supplier/Contractor shall coordinate with the Purchaser/Purchaser in writing if it wishes to advertise its services to the Purchaser/Purchaser. He must then refer to the buyer/purchaser as his client.
- 4.) Parts provided by us remain our property. Machining and processing are carried out for us. If our accessories are combined or mixed with objects that are foreign to us, we acquire co-ownership of this thing in proportion to the value of our object to the value of the object of others.

X. Tools, moulds and fixtures

Tools, moulds and fixtures paid for in whole or in part by us are our property/co-ownership and are only available to the supplier/contractor on loan.

XI. Payment

- 1.) We are entitled to pay at our option as follows:
 - within 14 days from receipt of goods and invoice minus 2% discount or within 60 days from receipt of goods and invoice net.
- 2.) Our payments do not imply approval of the goods or acceptance under the contract for work.

XII. Assignment

The assignment of the claims to which the supplier/contractor is entitled against us is excluded unless we have previously agreed to it in writing.

XIII. Suspension

Unless otherwise agreed, we are entitled to suspend the execution of orders for a period of three months. The necessary costs for storage during this period will be reimbursed to the supplier/contractor against proof. The supplier/contractor cannot claim any additional costs. The delivery time will be extended according to the duration of the suspension.

XIV. Cancellation

We are entitled to cancel the execution of orders. We shall bear the costs of the work incurred up to the time of cancellation and the material costs, insofar as the supplier/contractor can prove them. The supplier/contractor must invoice the costs. The prerequisite for payment of these costs is the prior transfer of ownership and delivery to us of the products manufactured or procured under the orders up to that point.

XV. Miscellaneous

- 1.) The legal relationships between our contractual partner and us are subject exclusively to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 2.) The place of performance is the registered office of our company. This place is also the place of jurisdiction for all disputes arising from the business relationship with the supplier/contractor. However, we are entitled to sue the supplier/contractor at its registered office.
- 3.) The legal relationships between the supplier/contractor and us are subject exclusively to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 4.) Should one or more of the above clauses be invalid or void, this shall not affect the validity of the remaining provisions.