

## General Terms and Conditions (GTC) of Satisloh GmbH

### § 1 Validity

(1) All deliveries, services and offers of the Seller will be carried out exclusively on the basis of these General Terms and Conditions (hereinafter referred to as the "GTC"), insofar as the Customer is a legal entity under civil or public law or a special fund under public law. These GTC are an integral part of all contracts that Satisloh GmbH, Wetzlar (hereinafter referred to as "Satisloh") concludes with its contractual partner (hereinafter also referred to as "Customer") (together referred to as the "Parties") regarding the deliveries or services it offers. They will also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed again.

(2) Terms and conditions of the Customer or third parties will not apply, even if Satisloh does not separately object to their validity in individual cases.

### § 2 Offer, conclusion of contract and written form

(1) All offers made by Satisloh are non-binding and are not to be understood as binding offers unless they are marked as binding in writing. Unless otherwise agreed in writing, if an offer is marked in writing as a binding offer, it will remain valid for 45 days.

(2) To be effective, supplements and amendments to the agreements made, including these General Terms and Conditions, must be in text form. With the exception of managing directors or authorised signatories, Satisloh's employees are not entitled to enter into verbal agreements deviating from these. Transmission by email is sufficient to comply with the written form.

(3) The Customer shall assist Satisloh in checking the transaction under foreign trade law, inter alia by providing Satisloh, prior to the conclusion of the contract, with the duly completed end-user documents, all necessary information on the persons involved in the transaction (including banks, intermediaries, sales partners) and a description of the corporate structure of these persons (including parent, subsidiary and sister companies). The Customer shall inform Satisloh immediately of any changes to the information provided before and during the entire term of the contract. If Satisloh suffers a loss due to incorrect or incomplete information provided by the Customer pursuant to this § 2 (3), the Customer shall be obliged to indemnify Satisloh for such loss, unless the Customer is not responsible for the incorrect or incomplete information from which the loss results.

(4) Satisloh reserves the title or copyright to all documents or objects (offers, cost estimates, drawings, illustrations, calculations, models, etc.) submitted and sent by it. The Customer may not make these documents and items accessible to third parties, disclose them, use them himself or through third parties or reproduce them without the express consent of Satisloh.

(5) The Parties undertake to comply with all applicable national, European and U.S. regulations on international trade, export control, re-export control and sanctions/embargoes, unless this conflicts with applicable national or European law.

### § 3 Prices and payment

(1) The prices are valid for the agreed scope of services and deliveries. Extra, additional or special services will be invoiced separately. Prices are quoted in EURO ex works plus packaging, statutory value-added tax, customs duties for export deliveries and fees and other public charges.

(2) The deduction of discounts is subject to an express agreement.

(3) Offsetting against counterclaims of the customer or retention of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established.

### § 4 Delivery and delivery time

(1) Deadlines and dates for deliveries and services promised by Satisloh apply if a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery deadlines and delivery dates refer to the time of the handover to the forwarding agent, carrier or other third party commissioned with the transport. The commencement of the specified performance or delivery deadlines is subject to the clarification of all technical issues.

(2) Satisloh shall not be liable should delivery prove impossible or for delays in delivery if these are caused by force majeure or other events not foreseeable at the time the contract was concluded (e.g. any kind of disruption of operations, refusal of a necessary export permit by the competent authority, issuance of an embargo regulation or sanctioning of an (intermediate) place of delivery of the goods or of a party involved in the transaction, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, or the non-delivery, incorrect delivery or late delivery by suppliers), insofar as Satisloh is not responsible for these. Insofar as such events make Satisloh's delivery or performance substantially more difficult or impossible and the hindrance is not only of a temporary nature, Satisloh shall be entitled to withdraw from the contract. In the event of hindrances of only temporary duration, the delivery or performance periods will be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by means of an immediate written declaration to Satisloh.

(3) Satisloh shall be entitled to make partial deliveries if the partial delivery can be used by the Customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is

guaranteed and the Customer does not incur any substantial additional expenses or costs as a result.

(4) If Satisloh defaults on a delivery or service or if a delivery or service becomes impossible for Satisloh for any reason whatsoever, Satisloh's liability is limited to damages in accordance with § 7 of these GTC.

#### **§ 5 Place of Performance, Transfer of Risk, Acceptance**

(1) Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship is 35578 Wetzlar. If Satisloh is also entrusted with installation, the place of performance is the place where the installation is to take place.

(2) Unless otherwise agreed, the risk is transferred to the Customer when the delivery item is handed over to the freight forwarder, carrier or other third party appointed to carry out the shipment. This also applies if partial deliveries are made or Satisloh has taken over other services (e.g. dispatch or installation). If dispatch or handover is delayed as a result of circumstances for which the Customer is responsible, the risk is transferred to the Customer from the day on which the delivery item is ready for dispatch and Satisloh has notified the Customer accordingly. Storage costs after transfer of risk shall be borne by the Customer.

(3) Formal acceptance will take place if requested by a contracting party. If no acceptance is requested, the performance is deemed accepted upon expiry of 12 working days following written notification of completion of the performance. If no acceptance is requested and the Customer has used the service or part of the service, unless otherwise agreed, acceptance is deemed to have taken place 6 working days after commencement of use.

#### **§ 6 Defects as to quality, claims for defects**

(1) Information provided by Satisloh on the subject matter of the delivery or service as well as the representations thereof are authoritative, unless the usability for the contractually intended purpose presupposes exact conformity. They are not guaranteed characteristics, but descriptions or markings of the delivery or service. Deviations customary in the trade and deviations which occur due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts, are permissible provided that they do not impair the usability for the contractually intended purpose.

(2) The warranty period is one year from delivery or, if acceptance is required, from acceptance. If a required acceptance has been delayed for reasons for which the Customer is responsible, the warranty period expires 13 months after delivery.

(3) Warranty claims presuppose that the Customer has properly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 of the HGB (German Commercial Code). In the case of a contract for work and services, § 377 of the HGB applies by analogy. After transfer of risk or acceptance of the product, the Customer must immediately inspect it for functionality and notify us in writing of any defects found and hidden defects immediately after their discovery and at the latest within a period of 5 days.

(4) If a defect is due to a fault on the part of Satisloh, the Customer may claim damages under the conditions specified in § 7.

(5) The warranty claims lapse if the Customer changes the delivery item or has it changed by third parties without Satisloh's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Customer shall bear the additional costs of remedying the defect incurred as a result of the change.

#### **§ 7 Liability of Satisloh for Damages**

(1) Satisloh's liability for damages, regardless of the legal basis, in particular for an impossible, delayed, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations and tort, is limited in accordance with the provisions of this § 7 to the extent that any fault can be ascribed.

(2) Satisloh shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless the breach is a breach of material contractual obligations. A material contractual obligation is one on which the Customer can and may rely. Essential contractual obligations are, for example, the obligation to deliver and install the delivery item on time, free of material defects, as well as obligations of advice, protection and care, which are intended to enable the Customer to use the delivery item in accordance with the contract or to protect the life and limb of the Customer's personnel.

(3) Insofar as Satisloh is liable for damages in accordance with § 7 (2), this liability is limited to damages which Satisloh foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects of the delivery item are only eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

(4) In the event of liability for simple negligence, Satisloh's liability for damages to property and other financial losses resulting therefrom is limited to an amount of € 500,000 per claim, up to a maximum of two insured events per year (in accordance with the current coverage of the business liability insurance), even if it is a breach of a material contractual obligation. Upon request, Satisloh will send the Customer an extract of the relevant provisions of the insurance policy. In the event that the Insurer is exempt from indemnification based on a breach of obligation by Satisloh, Satisloh undertakes to indemnify the Customer from its own funds up to the amount of the sum insured.

(5) Exclusions and limitations of liability apply to the same extent for the benefit of Satisloh's executive bodies, legal representatives, employees and other vicarious agents.

(6) The limitations of this § 7 do not apply to the Seller's liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act or other mandatory statutory liability provisions.

#### **§ 8 Retention of Title, Guarantee**

(1) Satisloh shall retain title to the delivery item until receipt of all payments arising from the business relationship. If the Customer

acts in breach of contract, Satisloh shall be entitled to take back the delivery item. Such repossession constitutes a rescission of the contract. Satisloh shall be entitled to dispose of the delivery item after taking it back; the proceeds of such disposal will be set off against the Customer's liabilities - less reasonable disposal costs.

**(2)** The Customer is obliged to treat the delivery item with care; in particular he is obliged to insure it at his own expense against fire, water and theft. Insofar as maintenance and inspection work is required, the Customer must carry this out in good time at his own expense.

**(3)** The Customer is entitled to resell the delivery item in the ordinary course of business; however, he hereby assigns to Satisloh all claims in the amount of the final invoice amount (including VAT) accruing to him from the resale against his customers or third parties. The Customer will remain entitled to collect this claim even after the assignment. This will not affect Satisloh's right to collect the claim itself. However, Satisloh undertakes not to collect the claim as long as the Customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no petition for the opening of insolvency proceedings has been filed.

**(4)** Processing or transformation of the delivery item by the Customer must always be carried out on behalf of Satisloh. If the delivery item is processed with other items not belonging to Satisloh, Satisloh acquires co-ownership of the new item in the ratio of the value of the purchase item (final invoice amount including VAT) to the other processed items at the time of processing.

**(5)** If the delivery item is inseparably mixed with other items not belonging to Satisloh, Satisloh acquires co-ownership of the new item in the ratio of the value of the purchase item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Customer's item is to be regarded as the main item, it is deemed agreed that the Customer will transfer pro rata co-ownership to Satisloh. The Customer shall take custody of the resulting sole ownership or co-ownership on behalf of Satisloh.

**(6)** The Customer shall also assign to us any claims against a third party arising from the combination of the object of sale with real estate.

**(7)** Satisloh undertakes to release the securities to which it is entitled at the Customer's request insofar as the realisable value of our securities exceeds the claims to be secured by more than 10%; Satisloh shall be responsible for selecting the securities to be released.

**(8)** In the event of a delivery abroad, Satisloh shall be entitled to demand from the Customer, for the purpose of securing the payment claims, the transfer of an unlimited, directly enforceable performance guarantee, subject to German law, from a bank authorised in the EU.

## **§ 9 Confidentiality**

Satisloh is an independent company and does not disclose confidential information to third parties or its parent company (in particular EssilorLuxottica). "Confidential Information" means any information or data relating to the technology, know-how, trade secrets and/or other confidential information of our customers, including lab layouts, production processes, macro settings, processing strategies and coating formulations, OEE and other production-relevant KPIs, material type mix and index of lenses produced, productivity and orders per day, good part rates and reject rates, materials and consumables used, customers' suppliers and information on whom a laboratory produces for and what its target markets are, whether provided in written, oral or other material or immaterial form. The term "confidential information" does not include publicly available information.

## **§10 Place of jurisdiction, choice of law, final provisions**

**(1)** The place of jurisdiction for all disputes arising in connection with the contract shall be Satisloh's registered office in 35578 Wetzlar, Germany. However, Satisloh shall be entitled to sue the Customer at his place of residence.

**(2)** The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation is governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding both its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

**(3)** Insofar as the contract or these GTC contain loopholes, those legally effective provisions are deemed to have been agreed for filling these loopholes which the contracting parties would have agreed according to the economic objectives of the contract and the purpose of these GTC had they been aware of the loophole.

Edition October 2023