



GENERAL TERMS AND CONDITIONS OF SUPPLY AND SERVICES

Optical Gaging Products Messtechnik GmbH

[Version of July 2026]

1. Scope

- 1.1 These General Terms and Conditions of Delivery and Service ("GTC") apply to all business relationships between Optical Gaging Products Messtechnik GmbH ("OGP", "we", "our") and our customers.
- 1.2 These GTC apply only to merchants or entrepreneurs (Section 14 German Civil Code (Bürgerliches Gesetzbuch, "BGB")).
- 1.3 Our GTC apply exclusively. Any terms and conditions of the customer that deviate from, conflict with or supplement these GTC shall have no validity unless we have expressly agreed to them. Our GTC shall therefore also apply even if we carry out the delivery to the customer without reservation whilst being aware of terms and conditions of the customer that conflict with or deviate from our GTC.
- 1.4 Individual agreements and details set out in our order confirmation take precedence over these GTC. All agreements, legally relevant declarations relating to the contract and deviations from these GTC must be made in writing. For the purposes of these GTC 'in writing' includes written and text form (e.g. letter, email, fax).
- 1.5 "Business Days" within the meaning of these GTC are Monday to Friday, excluding public holidays at OGP's registered office.

2. Offer and conclusion of contract

- 2.1 OGP's offers are subject to change and are not binding.
- 2.2 This also applies where we have provided the customer with catalogues, technical documentation (e.g. drawings, illustrations, dimensions, weights or other performance data), other product descriptions or documents. We reserve all rights of ownership and copyright in illustrations, drawings, cost estimates and other documents. They may not be made available to third parties without our prior express consent.
- 2.3 The customer's order for the goods shall be deemed a binding offer to enter into a contract. Unless otherwise stated in the order, we are entitled to accept this offer within two weeks of its receipt by us.
- 2.4 Acceptance may be declared either in writing (e.g. by means of an order confirmation) or by delivery of the goods to the buyer.

3. Prices

- 3.1 Unless otherwise stated, our prices as set out in the price list at the time the contract is concluded shall apply (plus statutory VAT). For bespoke solutions not included in the price list, OGP shall be bound by the prices set out in the customer's quotation for a period of 90 days. Additional deliveries and services shall be invoiced separately.
- 3.2 Unless otherwise agreed, prices are quoted "ex warehouse Hofheim-Wallau, plus packaging costs".

4. Delivery and performance period

- 4.1 Delivery dates or deadlines are only binding if they are expressly agreed. If this is not the case, delivery shall take place approximately 12 weeks after the conclusion of the contract.
- 4.2 Should we be unable to comply with binding delivery deadlines for reasons beyond our control, we shall inform the customer of this without delay and, at the same time, notify them of the expected new delivery deadline. OGP shall not be held responsible for delays in performance due to force majeure or events which make delivery significantly more difficult or impossible for OGP (in particular strikes, lockouts, official orders, etc., even if these occur at OGP's suppliers or their subcontractors. This also applies in the event of late delivery by our supplier, if we have entered into a corresponding hedging transaction, in the event of other disruptions to the supply chain, or if we are not obliged to procure the goods in individual cases. If the service is still not available within the new

delivery period, we shall be entitled to postpone the service by the duration of the hindrance, plus a reasonable start-up period (provided this is reasonable for the customer, taking into account the purpose of the contract), or to withdraw from the contract in whole or in part in respect of the part not yet fulfilled. We shall refund any consideration already paid by the buyer without delay.

- 4.3 OGP is entitled to make partial deliveries and provide partial services, unless this is evidently contrary to the purpose of the contract.
- 4.4 Our fulfilment of our delivery obligation is conditional upon the customer fulfilling their obligations in a timely and proper manner. If the customer is in default of acceptance or fails to fulfil any other obligations to cooperate, we shall be entitled to claim compensation for the loss we incur, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the goods shall also pass to the customer at the time they fall into default of acceptance.

5. Transfer of risk; transport services at the customer's premises

- 5.1 The risk passes to the buyer as soon as the goods have been handed over to the person carrying out the transport or have left OGP's warehouse for the purpose of dispatch. If, in exceptional cases, delivery of the goods to the customer has been agreed, the risk passes upon delivery to the customer. If delivery is delayed or becomes impossible through no fault of OGP, the risk shall always pass to the buyer upon notification that the goods are ready for delivery.
- 5.2 If, at the customer's request, OGP assists with the transport and installation of the goods on the customer's premises or at another destination, without being expressly contractually obliged to do so, this shall not affect the transfer of risk.
- 5.3 Where the customer has commissioned OGP to dismantle and reassemble its products, OGP shall be liable, subject to the provisions of clauses 6.8–6.11, solely for the proper dismantling, reassembly and calibration. Responsibility for transport services from the dismantling site to the assembly site remains with the customer.

6. Warranty and liability

- 6.1 Where there is a defect for which OGP is responsible, OGP shall be entitled, at its discretion, either to remedy the defect or to supply goods free from defects. If OGP chooses to remedy the defect, the costs incurred in doing so shall be borne by OGP, provided that these are not increased by the fact that the goods have been moved to a location other than the place of performance.
- 6.2 Our liability for defects is based primarily on the agreement reached regarding the quality and intended use of the goods (including accessories and instructions). For this purpose, the agreement on quality shall be deemed to comprise all product descriptions and manufacturer's specifications that form part of the individual contract or that were publicly disclosed by us (in particular in catalogues or on our website) at the time the contract was concluded.
- 6.3 In the case of goods containing digital elements or other digital content, we are only obliged to provide and, where applicable, update the digital content to the extent that this is expressly provided for in an agreement on quality in accordance with clause 6.2 or is required by law. We accept no liability for public statements made by the manufacturer or other third parties in this regard.
- 6.4 If the rectification of the defect fails, in particular because the defect cannot be rectified or because it would be unreasonable to expect the customer to accept further attempts to rectify the defect, the customer may demand a reduction in price or withdraw from the contract. In this



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case, there is no entitlement to the delivery of goods free from defects. Liability for normal wear and tear is excluded.

- 6.5 If OGP's operating or maintenance instructions are not followed, if alterations are made to the products, if parts are replaced, or if consumables are used that do not comply with the original specifications, any warranty shall lapse unless the customer refutes a substantiated claim that one of these circumstances caused the defect.
- 6.6 The customer's warranty rights are subject to the customer having duly fulfilled its obligations to inspect the goods and give notice of defects in accordance with Section 377 German Commercial Code (Handels-gesetzbuch, HGB). The customer must notify OGP in writing of any obvious defects without delay, but no later than 10 Business Days after receipt of the goods. Defects which cannot be detected even upon careful inspection must be reported to OGP in writing immediately upon discovery.
- 6.7 The warranty period for defects is one year from delivery of the goods to the customer or, in the case of works, one year from acceptance.
- 6.8 The preceding paragraphs set out the warranty for the products in full and exclude any other warranty claims of any kind. This does not apply to claims arising from a guarantee of quality or to defects fraudulently concealed; in such cases, the statutory provisions apply.
- 6.9 OGP shall be liable for wilful misconduct and gross negligence in accordance with the statutory provisions. This shall also apply if the customer claims damages on the grounds that the goods do not possess a quality guaranteed by us.
- 6.10 In cases of ordinary negligence, OGP shall only be liable for a breach of a fundamental contractual obligation; however, such liability is limited to typical, foreseeable damage. Fundamental contractual obligations are those basic and essential contractual obligations, the fulfilment of which is essential to achieving the purpose pursued by the contracting parties when entering into the contract, and on the fulfilment of which the customer has relied and was entitled to rely.
- 6.11 Any liability for damages beyond that provided for in clauses 6.8–6.10 is excluded, irrespective of the legal nature of the claim asserted. This does not apply to OGP's liability under the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG), or in the event of injury to life, limb or health arising from other legal grounds. Insofar as OGP's liability is limited in accordance with the foregoing, this shall also apply to the personal liability of its employees, staff, representatives and vicarious agents.

7. Retention of title, rights of use

- 7.1 OGP retains title to the delivered products until all claims (including all balance claims arising from current accounts) to which OGP is entitled against the customer, now or in the future, on any legal grounds, have been settled.
- 7.2 Any processing or transformation of the goods subject to retention of title shall always be carried out on behalf of OGP as the manufacturer, but without any obligation on its part. If the products are processed together with other items not belonging to OGP, OGP shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title in relation to the other processed items at the time of processing.
- 7.3 The pledging, transfer by way of security or resale of the goods subject to retention of title outside the ordinary course of business is not permitted. The customer hereby assigns to OGP, by way of security, all claims arising from the authorised or unauthorised resale of the goods subject to retention of title or from any other legal basis (insurance, tort) (including all outstanding balances on current accounts). OGP authorises the customer to collect the assigned claims on its own behalf and for its own account. This direct debit authorisation may only be revoked if the customer fails to meet their payment obligations properly.

- 7.4 The customer must immediately notify the supplier of any third-party claims against the reserved goods or the OGP claims assigned as security, providing the documents required for a third-party action.
- 7.5 Should the customer act in breach of the contract, in particular in the event of default of payment, OGP shall be entitled to take back the reserved goods or, where applicable, to demand the assignment of the customer's claims for surrender against third parties. OGP's taking back of the reserved goods shall not constitute a withdrawal from the contract.
- 7.6 OGP undertakes to release the security to which it is entitled at the customer's request, insofar as its value exceeds the claims by more than 20 % on a sustained basis.

8. Payment

- 8.1 Unless otherwise agreed, OGP's invoices are payable net within 10 days of the invoice date, without deduction. OGP is entitled, notwithstanding any provisions to the contrary on the part of the customer, to apply payments first towards the customer's older debts and shall inform the customer of the manner in which such set-off has been made. If costs and interest have already been incurred, OGP is entitled to apply the payment first towards the costs, then towards the interest and finally towards the principal sum.
- 8.2 The customer is only entitled to set off or withhold payment insofar as the counter-claims are undisputed, have been established by a final and binding court decision, or have been acknowledged by us. Furthermore, the customer is authorised to exercise a right of retention to the extent that their counter-claim is based on the same contractual relationship.

9. Assignment

The customer may not assign its contractual rights and claims to third parties without OGP's consent.

10. Export controls

- 10.1 Unless otherwise agreed in the contract, the goods are intended for initial placing on the market within the Federal Republic of Germany.
- 10.2 The deliveries and services (performance of the contract) are subject to the proviso that there are no obstacles to performance arising from national or international regulations, in particular export control regulations, embargoes or other restrictions. The goods delivered may be subject to US export control regulations (in particular the Export Administration Regulations – EAR). This also includes restrictions regarding re-export and transfer. The contracting parties undertake to provide all information and documentation required for export, transfer or import. Delays resulting from export checks or authorisation procedures shall render deadlines and delivery times null and void. If the necessary authorisations are not granted, the contract shall be deemed not to have been concluded with regard to the affected parts.
- 10.3 When transferring the goods delivered by us to third parties, the customer must comply with the applicable regulations of national and international export control law.
- 10.4 Any breach by the customer of a provision of this clause 10 constitutes a material breach entitling OGP to terminate the contract.

11. Sale of Off-the-Shelf Software

- 11.1 These GTC apply to the delivery of our off-the-shelf software, unless otherwise specified in this clause 11. Separate contracts must be concluded for deliveries and services of other kinds (e.g. software maintenance, installation and configuration of the software, training).
- 11.2 Where our products are used in conjunction with third-party software, the terms of use and licence provisions of the respective third party shall apply.
- 11.3 The software (program and user manual) is protected by law. Copyrights, patent rights, trade mark rights and all other rights in the software, as



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well as in any other items which OGP provides to or makes available to the Customer in the course of the preparation and performance of the contract, are vested exclusively in OGP in the relationship between the contracting parties. Where rights are vested in third parties, OGP shall hold the corresponding exploitation rights.

- 11.4 OGP grants the customer the authorisations necessary for such use in the form of a simple, non-exclusive and perpetual right of use, including the right to rectify errors.
- 11.5 The Customer is not entitled to rent out the software, sub-license it, reproduce it via wired or wireless means, make it publicly accessible, or otherwise make it available to third parties. For the purposes of this provision, third parties do not include employees involved in the Customer's business operations or persons engaged by the Customer to ensure the software is used for its intended purpose.
- 11.6 The Customer is entitled to permanently transfer the purchased copy of the software, including the documentation, to a third party, subject to the scope of the grant of rights set out herein. In this case, the Customer undertakes to cease all use of the software upon conclusion of the contract and to delete all copies of the software, unless the Customer is obliged to retain them for a longer period. OGP may request information from the Customer regarding the implementation of the measures to be carried out in accordance with the preceding sentence.
- 11.7 If the Customer exceeds the rights of use granted under this contract without our prior consent, we may charge the amount attributable to such excessive use in accordance with our price list. Claims for damages outside the scope of this contract remain unaffected.

12. Services

- 12.1 Where our services in a particular case consist solely of services (e.g. support or maintenance), we shall be liable for any defects in such services, subject to the provisions in Sections 6.8–6.11, in accordance with the statutory provisions governing service contracts (Section 611 et seq. BGB).
- 12.2 If the customer cancels agreed appointments for services, a flat-rate cancellation fee will be charged, depending on when the cancellation is received:
 - (a) If the cancellation is made more than 5 Business Days before the agreed appointment, no cancellation fee will be charged.
 - (b) If the cancellation is made 4 to 5 Business Days before the agreed date, the cancellation fee is 25 % of the agreed order value.
 - (c) If the cancellation is made 1 to 3 Business Days before the agreed date, the cancellation fee is 50 % of the agreed order value.
 - (d) If the cancellation is made on the Business Days on which the service is to be provided, or if the customer fails to attend the appointment without prior notice, the cancellation fee shall be 100 % of the agreed order value.

The customer expressly reserves the right to prove that no damage, or only significantly less damage, has been incurred than the cancellation fee calculated in accordance with the above provisions.

13. Take-Back and Disposal of Waste Electrical and Electronic Equipment

- 13.1 If the customer wishes to, or is required to, dispose of electrical and electronic equipment manufactured by OGP bearing the symbol for the labelling of electrical and electronic equipment in accordance with Annex 3 to Section 9 para. 2 German Electrical and Electronic Equipment Act (Elektro- und Elektronikgerätegesetz, "**ElektroG**") (a crossed-out wheeled bin), OGP is obliged to take it back. OGP has established reasonable arrangements for returns and disposal and will, upon request, inform the customer of the current return procedures in an appropriate manner. The customer shall inform itself of the details and conditions of our take-back system upon delivery of such waste electrical and electronic equipment, and in any event no later than before disposing of such equipment through OGP.
- 13.2 Waste electrical and electronic equipment must always be disposed of separately from household waste and handed over to the designated collection or return schemes, as indicated by the symbol for the labelling of electrical and electronic equipment in accordance with Annex 3 to Section 9 para. 2 ElektroG (a crossed-out wheeled bin).
- 13.3 Waste electrical and electronic equipment may contain personal data. The Customer shall be solely responsible for deleting all personal data from any waste electrical and electronic equipment to be disposed of.

14. Governing Law, Place of Performance, Jurisdiction, Severability

- 14.1 These GTC and all legal relationships between the parties shall be governed by German law, to the exclusion of the conflict-of-laws provisions of German private international law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 14.2 The place of performance is Hofheim-Wallau.
- 14.3 The exclusive place of jurisdiction for both parties is Hofheim-Wallau. However, OGP shall be entitled to bring legal proceedings against the customer at any other court having jurisdiction.
- 14.4 Should any provision in these Terms and Conditions or any provision under other agreements be or become invalid, this does not, in case of doubt, affect the validity of all other provisions or agreements.