

General Terms and Conditions (GTC) of IRISO Electronics Europe GmbH
Revision 1, December 4, 2025

I. Scope

1. These General Terms and Conditions (GTC) apply to all our business relationships with our customers ("Buyers").
2. Individual agreements made with the buyer in individual cases (including side agreements, supplements, and amendments) and information contained in our offers and order confirmations take precedence over these General Terms and Conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
3. Our offers do not constitute acceptance of terms and conditions of purchase or other related documents. Unless and until a contract has been concluded in writing by both parties, our General Terms and Conditions shall apply exclusively, even if orders or purchasing transactions are accepted without reservation.
4. In the event of differences in interpretation, the German version of these General Terms and Conditions shall prevail.
5. The General Terms and Conditions apply in particular to project or framework agreements for the development and series delivery of products ("project agreements") and to individual agreements concluded on the basis thereof (e.g., delivery agreements or call-off orders; collectively "individual agreements").
6. These General Terms and Conditions apply only to entrepreneurs, legal entities under public law, or special funds under public law within the meaning of § 310 Abs. 1 BGB (German Civil Code).

II. Engineering and Development

1. Documents provided by the buyer and references to additional standards, regulations, or other documents are only binding if they have been expressly accepted by Iriso in writing. If Iriso has previously objected to certain requirements or specifications, these objections remain valid and apply in addition. An objection to a requirement shall also apply to all specifications and requirements with the same or comparable content.
2. Only the standards and norms in the version mutually agreed upon at the time of nomination shall apply. Subsequent changes or updates to these standards or norms shall not be automatically recognized and require the express written consent of Iriso.
3. If the project deadline specified by the buyer is difficult to meet for reasons for which Iriso is not responsible (in particular, delayed approvals/documents, specification changes, lack of cooperation), Iriso will make reasonable efforts in close consultation with the buyer. The deadlines will be adjusted accordingly; claims for delay are excluded in this respect. Mandatory liability for intent or gross negligence, for injury to life, limb, or health, and under the Product Liability Act remains unaffected.
4. If additional items are required for validation, such as components, vehicles, software, or data access, these shall be provided to Iriso by the buyer free of charge and in a timely manner.
5. The costs for development and validation shall be invoiced separately and shall be paid directly by the buyer. The terms of payment are net 30 days from the invoice date, unless otherwise agreed in writing within the framework of the project schedule or defined milestones.
6. Upon full payment of the development and validation costs incurred, the buyer shall receive the right to use the results specifically achieved for its application. This does not include any rights - in particular intellectual property rights - to the basic product that serves as the starting point for development.
7. Iriso assumes no responsibility for the suitability or transferability of the developed component to other applications outside the agreed scope of application.
8. The buyer indemnifies Iriso against any third-party claims arising from the use or modification of the developed system in non-agreed applications, unless these claims are based on intent or gross negligence on the part of Iriso.
9. The documentation shall be provided in German or English, depending on the agreement between the parties.

III. Samples

1. The use of prototypes in A or B sample status in public road traffic or their use in final products is strictly prohibited. Iriso makes no commitment regarding the functionality of prototypes.
2. The buyer shall indemnify Iriso against claims by third parties insofar as these arise from use contrary to the contract in violation of Section 1 or from the sphere of the buyer; this includes necessary legal prosecution and defense costs. This shall not apply insofar as claims are based on intentional or grossly negligent breaches of duty by Iriso, its legal representatives, or deputy agents.

IV. Production and deliveries

1. Unless otherwise agreed, Iriso shall maintain production capacities with a tolerance of $\pm 20\%$ based on the quantities specified in the offer and the product life cycle.
2. If the buyer requests higher delivery quantities, the parties shall agree in writing on the necessary conditions, in particular with regard to the duration and feasibility of additional shifts or capacity adjustments.
3. The offer is based on the assumption that the parts in question will be manufactured at the specified plant and shipped from the designated delivery location. Iriso reserves the right to change the production and/or delivery location before or during series delivery, provided that this does not adversely affect the agreed specifications, quality requirements, or delivery dates. The costs of relocation shall be based on the polluter pays principle. If the relocation is initiated by Iriso, Iriso shall bear the resulting costs. If the relocation is initiated by the buyer, the buyer shall bear the full costs.
4. Unless expressly agreed otherwise, Incoterms® 2020, clause FCA, shall apply.
5. The buyer's delivery schedules must reflect the anticipated demand for a period of at least 16 weeks in advance and must be updated regularly. The quantities specified in the delivery schedule for the first four weeks are considered binding call-offs by the buyer for this period and may not be changed in subsequent delivery schedules. Iriso reserves the right to reject call-offs in whole or in part within 10 working days of receipt. If the call-offs are not accepted after this period, the buyer is entitled to revoke the call-offs. A delivery obligation arises exclusively on the basis of the order confirmation issued by Iriso.
6. Outside the fixed four-week horizon, the quantities specified in the delivery schedule shall be deemed to be the buyer's production or material release (production release 16 weeks, material release 6 months), exclusively for the purpose of Iriso's standard market scheduling. From the delivery date confirmed by Iriso, the buyer is obliged to accept the finished parts specified in the order confirmation. In the event of a significant reduction in call-offs outside the fixed four-week horizon, the buyer must either accept the raw materials and semi-finished parts already procured as part of the production or material release, or reimburse Iriso for the costs actually incurred and which cannot be canceled or used elsewhere;

Any savings in expenses shall be taken into account, and other uses shall be examined as a matter of priority and proven upon request.

7. If the buyer initiates a reduction in the delivery time, Iriso reserves the right to charge the resulting additional transport costs after prior consultation with the buyer.
8. If the goods have to be packed in the buyer's own containers, the buyer is obliged to provide suitable containers in good condition and in sufficient quantity in good time. Late or inadequate provision by the buyer shall not put Iriso in default, and the buyer shall bear any additional expenses incurred as a result.
9. The parties are aware that certain materials and components may not be available on the market throughout the entire product life cycle. Iriso will endeavor to use materials and components that are available for as long as possible. However, if the materials and components used to date are no longer available, the parties will jointly find the most cost-effective solution, which Iriso will propose to the buyer.
10. Iriso is entitled to temporarily suspend deliveries or services if their performance is prohibited or impaired by applicable foreign trade law (in particular export control/sanctions law, embargoes) or if there is reasonable suspicion of this. The buyer must be notified of the reason immediately. Iriso shall not be liable for the suspension unless the restriction was caused by Iriso's negligence.

V. Warranty

1. The quality of the products is determined exclusively by the specifications agreed in each case. These include, for example, the agreed requirement specification or technical drawing (each in the revision specified in the order confirmation). Objective requirements shall only apply insofar as they correspond to the specifications. General information not included (including catalog, website, or label information) does not constitute a quality characteristic. Guarantees are not provided unless expressly designated as such.
2. The warranty applies exclusively to the conditions of use specified in the corresponding validation tests, as well as to the application approved by Iriso and the functionality validated for this purpose. These validation methods form the basis of the warranty commitment. Any further warranty, for example in the case of deviating conditions of use or non-approved applications or functionalities, is excluded unless expressly agreed otherwise in writing. The provisions of the Product Liability Act remain unaffected.
3. The warranty period is one year from delivery or, if part approval is required, from approval. This period does not apply to claims for damages by the buyer arising from injury to life, limb, or health or from intentional or grossly negligent breaches of duty by Iriso or its vicarious agents, which are subject to the statutory limitation periods.
4. Otherwise, the buyer's claims for damages or reimbursement of wasted expenses, even in the case of defects, shall only exist in accordance with Chapter VI.

VI. Liability

1. Claims for damages by the buyer are excluded. This does not apply to claims for damages by the buyer arising from injury to life, limb, or health, or claims based on the Product Liability Act (ProdHaftG) or arising from the breach of essential contractual obligations (cardinal obligations), as well as liability for other damages based on an intentional or grossly negligent breach of duty by Iriso, its legal representatives, or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.
2. In the event of a breach of essential contractual obligations, Iriso shall only be liable for foreseeable damage typical for this type of contract if this was caused by simple negligence, unless it concerns claims for damages by the buyer arising from injury to life, limb, or health, or claims arising from the Product Liability Act (ProdHaftG).

VII. Price

1. All prices and costs quoted are exclusive of any domestic or foreign sales tax, value added tax (VAT), customs duties, or other comparable taxes or official levies that may be incurred in connection with the amounts payable. If such taxes or duties are incurred, the buyer is obliged to pay Iriso an additional amount equal to the corresponding tax or duty burden, provided that Iriso or a member of the Iriso Group is liable for the tax.
2. The prices offered in the project contract or offer from Iriso are based on the quantities and product life specified therein and apply under the conditions specified therein. The parties assume an agreed annual quantity; deviations in the actual annual purchase quantities of up to ±20% of these agreed annual quantities are considered permissible and do not affect the prices stated in the offer. In the event of deviations outside this range, Iriso is entitled to demand a reasonable adjustment of the prices, if necessary, of the contractual terms and conditions.
3. Unless otherwise stated, all series prices are exclusive of the following conditions: series packaging, agreed series delivery lot sizes, and approval in accordance with PPAP (Production Part Approval Process) or a comparable series approval process. Until these conditions are met, the sample prices specified separately in the offer shall apply.
4. The offer is based on the currently applicable cost structures for personnel, energy, and other relevant factors. In the event of an annual change in these costs of more than 20%, Iriso and the buyer are entitled to demand a corresponding adjustment of the contractual terms, in particular the agreed prices, by the respective change factor. If one party to the contract demands an adjustment, it is obliged to submit the relevant cost evidence (in particular the date of the order and the invoice from the respective supplier). The other party to the contract may, for its part, demand the submission of these documents in order to be able to review the adjustment request.
5. The offer takes into account customs duties in accordance with the currently assumed supply chain and the applicable import regulations. If the supply chain, import regulations, or country of origin change, both parties are entitled to demand an appropriate adjustment of the agreed prices in accordance with Section 4 to reflect the respective change factor.
6. Pricing is based on the currently agreed specifications, requirements, and information. In the event of changes or new technical requirements (e.g., due to legal changes), the offer will be reviewed. Changes will only be made after prior agreement on price and schedule.
7. Unless otherwise specified, the standards and regulations valid at the time of the original request for quotation (RFQ) shall apply. If these standards change after the RFQ/contract has been concluded, both parties shall be entitled to demand the commencement of negotiations in good faith regarding an appropriate adjustment of prices and deadlines; changes shall only be made by mutual agreement.
8. Parts price reduction: Any parts price reductions specified and agreed in the project contract/offer from Iriso apply exclusively to the base price defined in the project contract/offer and not to additional price components (in particular amortization, development costs, customer-specified purchased parts, or specific logistics costs), as these are not part of any efficiency gains.

9. Unless otherwise specified in the project contract/offer, the granting of a parts price reduction requires that the actual annual purchase quantity is within the agreed purchase corridor ($\pm 20\%$ of the target annual quantity). The buyer undertakes to support reasonable design changes, product adjustments, or relocations to the extent necessary to achieve the agreed cost reductions.

VIII. Terms of payment

1. The terms of payment are net 30 days from the invoice date, unless otherwise agreed in writing within the framework of the project schedule or defined milestones.
2. Unless otherwise stated, all prices and costs are in euros. All invoices from Iriso are issued in euros. If the buyer wishes to be invoiced in another currency, the parties undertake to negotiate the relevant contractual terms in good faith.
3. If there are any ambiguities or disagreements about actual circumstances that are material for adjustments under Sections 4, 5, or 7 of Chapter VII, in particular regarding the existence and extent of changes in costs, customs duties, or standards, the choice/applicability of indices, the calculation of the adjustment factor, or the derivation of the prices/dates to be adjusted, an arbitration opinion shall be obtained in accordance with § 317 ff. BGB (German Civil Code). Before commissioning the expert, the parties shall mutually agree on the subject matter of the dispute to be covered by the arbitration opinion and, if necessary, provide the expert with assessment methods and decision-making criteria. At the request of one or both parties, a publicly appointed and sworn expert shall be nominated by the Stuttgart Region Chamber of Industry and Commerce and then commissioned by the parties.
4. The costs of the arbitration opinion shall be borne by the parties in proportion to their success and failure, as determined by the expert in a binding manner.

IX. Tools

1. In general, the customer's own tools and equipment for sample production shall be scrapped after the end of their planned service life, but no later than 5 years after completion, without further notification to the buyer. If the tools are required for a longer period, a separate agreement must be made between the parties before the start of series production (SOP).
2. Iriso is responsible for the maintenance and servicing of the customer's own series tools as long as the planned production volume does not exceed the capacity of these tools. Iriso shall inform the buyer in good time about the end of the service life of the customer's own series tools. Both parties shall agree on the need for replacement tools. The costs for replacing the customer's own tools after the end of their service life shall be borne by the buyer.

X. Spare parts and parts for the spare parts market

1. The pricing for spare parts delivered during series production is based on the series price, taking into account additional costs for packaging and handling.
2. After the end of series production, Iriso undertakes to supply spare parts for a maximum period of 15 years, provided that a separate spare parts agreement is concluded before the end of production (EOP); otherwise, Section 4 of this chapter shall apply. The delivery and pricing of these spare parts is not included in the original series price offer and must be negotiated separately before the EOP. This includes, in particular, the agreement on the sales price and the minimum order quantity (MOQ).
3. The buyer undertakes to work with Iriso to develop a comprehensive concept for the manufacture, storage, and packaging of spare parts for the period after the defined EOP. This concept shall take into account all relevant variants, including, but not limited to, consolidation into larger batch sizes to optimize costs and logistics.
4. If no separate spare parts agreement is concluded before the EOP, Iriso shall not be obliged to supply spare parts after the end of series production.

XI. Force majeure

1. Force majeure, labor disputes, unrest, pandemics, environmental disasters, official measures, and other unforeseeable, unavoidable, and serious events shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. This shall also apply if these events occur at a time when the affected contracting party is in default. The contracting parties shall be obliged, within the limits of what is reasonable, to provide the necessary information without delay and to adjust their obligations to the changed circumstances in good faith.

XII. Termination of contract

1. Both contracting parties (Iriso and the buyer) may only terminate the underlying project contract for series delivery with a minimum notice period of 12 months. Statutory provisions on extraordinary termination for good cause remain unaffected.
2. If the buyer terminates the project contract before the agreed end of series production (End of Production, EOP), they are obliged to compensate Iriso for the resulting damage. This includes, among other things, reimbursement of the agreed development costs, unamortized expenses (e.g., for development or tools), part prices for products already manufactured, costs for semi-finished products and obsolete material according to forecasts, buyer-specific investments (including production lines), idle costs, and payments owed to third parties. The same applies if the project contract is terminated for a reason for which the buyer is responsible, in particular in the event of extraordinary termination by Iriso for good cause.

XIII. Confidentiality

1. The contracting parties (Iriso and the buyer) undertake to keep confidential all confidential information received in the course of their cooperation, in particular information of a technical, commercial, or organizational nature, and to use it exclusively for the purpose of carrying out the respective project/contract.
2. Confidential information may only be disclosed to employees or third parties who are necessary for the fulfillment of the project/contract and who have also been bound to confidentiality.
3. This confidentiality obligation shall remain in force for a period of 5 years after the end of the project/contractual relationship.

XIV. Place of jurisdiction and severability clause

1. These General Terms and Conditions of Sale and all legal relationships between Iriso and the buyer are governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive - including international - place of jurisdiction for all disputes arising from and in connection with the business relationship shall be the courts in Stuttgart. Mandatory statutory places of jurisdiction remain unaffected.
2. Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a valid and enforceable provision shall be deemed to have been agreed which comes closest to the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of a loophole.