

General Procurement Conditions

Asia Entities of ams OSRAM Group
(Version 09/2023)



I. General

1. Definitions

(1) **"ams OSRAM"** shall mean the ams OSRAM legal entity with a place of business entering into the contract with and/or issuing the purchase order to the Supplier /Contractor.
(2) **"Supplier/Contractor"** shall mean the person, firm or company who enters into the contract with ams OSRAM or to whom the purchase order is issued.
(3) **"Affiliate"** shall mean any existing or future entity: (i) directly or indirectly controlling a party; (ii) under the same direct or indirect control as a Party; or (iii) directly or indirectly controlled by a Party. For the purposes of this definition "control" means (i) the ownership of the majority of a company's voting stock or the majority of its voting rights; (ii) the right directly or indirectly to appoint the majority of the members of the managing or administrative board (or of a similar managing authority with the power to represent the company) or (iii) the power to direct, or cause the direction of, the management by contract or otherwise

2. Order and Order Confirmation

(1) The following general procurement conditions apply between an ams OSRAM entity with a place of business in Asia and Supplier/Contractor unless, (i) there is an applicable agreement in place between the parties, or (ii) such ams OSRAM entity has its own general procurement conditions or is referring to other ams OSRAM procurement conditions. Deviating general terms and conditions of the Supplier/Contractor are only binding for ams OSRAM insofar as they are consistent with ams OSRAM's conditions or the applicable agreement or ams OSRAM has confirmed its explicit agreement in writing.

(2) Order acceptance shall be confirmed immediately - however, at the latest 14 days after receipt of ams OSRAM's order. After expiration of the said time period, ams OSRAM shall no longer be bound to the respective order.

(3) If the order confirmation differs from the order, ams OSRAM shall only be bound if ams OSRAM has agreed to such deviation in writing. Acceptance of goods or services or payment does not constitute such agreement.

(4) All agreements made between ams OSRAM and the Supplier/Contractor upon contract conclusion are fully put down in writing. There are no oral side agreements. ams OSRAM's employees are not entitled to enter into deviating oral agreements.

3. Prices

(1) The prices quoted by ams OSRAM and confirmed by the Supplier/Contractor are fixed prices. Costs for packaging are included in the prices unless otherwise set forth in the order.

(2) Any increase or reduction in the price as a result of changes affecting the execution of the agreement must be notified to ams OSRAM immediately and is subject to ams OSRAM's written approval prior to the shipment of the goods or the provision of the service.

4. Payment

(1) Unless otherwise agreed separately, the payment term is 90 days, payable in the month following the expiration of 90-day period and upon receipt of the invoice indicating OSRAM's order number and the full receipt of the goods or full provision of the service, in accordance with the payment cycle of each ams OSRAM site.

(2) Payment by ams OSRAM does not constitute acceptance of the goods delivered or services performed as being compliant with the agreement and free from defects.

(3) ams OSRAM shall only be obliged to make payments to the contractor. The assignment of a claim requires ams OSRAM's prior written approval.

(4) ams OSRAM shall not be bound to make any payment or otherwise fulfill the obligations under the accepted order, as applicable, in the event of a conflict with Foreign Trade Regulations (as defined under Section I. 9 (1) below), embargos or other sanctions.

5. Delays in Delivery and Performance

The Supplier/Contractor is obliged to inform ams OSRAM without delay about any hindrances or delays which will result in delay with the agreed delivery or performance date or period. ams OSRAM is entitled to raise any statutory default claims without limitation.

6. Confidentiality/Data Protection

(1) The order and any associated commercial or technical information provided by ams OSRAM to the Supplier/Contractor are confidential and may not be passed on to third parties without ams OSRAM's prior written approval, unless this is strictly necessary for the performance of the agreement. In the event of a violation of this confidentiality obligation, ams OSRAM reserves the right to claim damages.

(2) The Supplier/Contractor and ams OSRAM undertake to comply with the relevant data protection rules, in particular the provisions of the respective local data protection laws, when providing and receiving the agreed goods or services.

(3) The Supplier/Contractor handles personal data within the context of his contractual obligations, the Supplier/Contractor shall bind all its employees in writing to the data secrecy in accordance with the applicable local laws and regulations in relation to personal data protection. ams OSRAM undertakes to process personal data provided by the Supplier/Contractor exclusively for the performance of its contractual obligations. The data will never be used for any other own purpose nor for any purposes of third parties. Further information on data protection for ams OSRAM business partners can be found at <https://www.osram.com/cb/services/privacy-policy/index.jsp>.

7. Reference Advertising

No reference may be made to business relationship with ams OSRAM for advertising purposes unless ams OSRAM has given its prior written approval.

8. Compliance and Sustainability

(1) Within the context of its business relationship with ams OSRAM, the Supplier/Contractor undertakes, for itself and for all persons acting on its behalf, to comply with all applicable national and international regulations, in particular those relating to anti-corruption, anti-trust and anti-money laundering. In particular, the Supplier/Contractor undertakes not to actively or passively, directly or indirectly, engage in any form of bribery or to offer or grant, promote or accept any advantages that violate applicable national and international anti-corruption regulations. The Supplier/Contractor shall comply with the "Code of Conduct for ams OSRAM Group Suppliers" in the version valid at the time of the order, which is available at <https://ams-osram.com/code-of-conduct>.

(2) Within its organization, the Supplier/Contractor undertakes to comply with the applicable statutory provisions on the treatment of employees, environmental protection, occupational health and safety and to enforce them also in relation to any subcontractors. The Supplier/Contractor shall further comply with the principles of the UN Global Compact initiative regarding the protection of international human rights. In particular, the Supplier/Contractor shall neither engage nor tolerate any form of modern slavery, forced labor, child labor or human trafficking. The Supplier/Contractor shall also strictly prevent any form of discrimination in its operations based on race or ethnic origin, skin color, gender, religion or belief, disability, age or sexual identity.

(3) ams OSRAM may withdraw from or terminate the agreement if the Supplier/Contractor does not fulfill its obligations as per Para 1 or 2. Other statutory or contractual rights of withdrawal and termination remain unaffected.

9. Export Control & Customs

(1) For all items (software, technology, commodities) to be delivered and services to be provided the Supplier/Contractor and ams OSRAM shall comply with all applicable national and international export control, customs and foreign trade regulations ("**Foreign Trade Regulations**"). The Supplier/Contractor shall obtain all necessary export licenses.

(2)(2) The Supplier/Contractor shall advise ams OSRAM in writing as early as possible, but not later than two weeks prior to the scheduled delivery date of the items, and in case of changes without undue delay, of the following information and data:

- all applicable export list numbers including the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN), and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding, and
- the country of origin (non-preferential origin).

Upon ams OSRAM's request, the Supplier/Contractor shall provide further information and data required by ams OSRAM to comply with all Foreign Trade Regulations for the items applicable in the countries of export and import as well as re-export in case of resale.

10. Liability

In the event of breach of contractual obligations of whichever kind, the Supplier/Contractor is fully liable as per the statutory regulations.

11. Third Party Rights

(1)(1) The Supplier/Contractor shall deliver the goods, services and Results (as defined in Section III. 6. below) free of third-party intellectual property rights or any other third-party rights. If a third-party intellectual property right is infringed by the supplied goods, the services, the Results or their use, the Supplier/Contractor shall make any effort to provide to ams OSRAM an unlimited right of use and/or adapt the goods, services or Results so that it becomes non-infringing.

(2) The Supplier/Contractor will indemnify, hold harmless and defend, at Supplier/Contractor's own expense, ams OSRAM from any third-party claims raised based on a violation of third-party rights as stipulated in Para 1 and to pay those damages, costs and expenses incurred by ams OSRAM or its Affiliate(s). ams OSRAM will not accept any claims without the Supplier/Contractor's approval and will not enter into any settlement, unless Supplier/Contractor approval is refused arbitrarily.

(3) Upon request from ams OSRAM, the Supplier/Contractor will conduct the defense against such claims at its own expense. If the Supplier/Contractor conducts the defense against the asserted claims in the name of ams OSRAM, the Supplier/Contractor is obliged to always safeguard ams OSRAM's commercial interests and to keep ams OSRAM informed about any significant steps. The Supplier/Contractor is not allowed to enter into a settlement which affects ams OSRAM's rights and/or interests without ams OSRAM's express written approval, whereas ams OSRAM will not refuse approval arbitrarily.

(4) The obligations in Paras 2 and 3 do not apply if the Supplier/Contractor can prove that it is not responsible for the violation of the said rights.

(5) Further statutory claims following a defect of title remain unaffected.

(6) Any claim under this paragraph shall not become time-barred earlier than the corresponding third-party claims giving reason to such claim.

12. Applicable Law / Place of Performance / Jurisdiction

(1) The local law of the ams OSRAM location applies without giving effect to principles of conflict of laws and excluding the UN law governing Contracts for the International Sale of Goods (CISG).

(2) The place of performance shall be the place of receipt specified by ams OSRAM.

(3) Any dispute arising from and in connection with the contract concluded with the Supplier/Contractor, including its existence, validity or termination, shall be finally submitted to the competent court of where the ams OSRAM is located.

13. Severability Clause

If individual provisions of these general procurement conditions are invalid, this does not affect the validity of the remaining provisions. Statutory regulations apply and replace the invalid provisions.

II. Special Regulations for the Delivery of Goods

1. Delivery and Shipment

(1) The Supplier/Contractor is obliged to apply the delivery term stated in the order (typically with reference to the Incoterms). In case of the Supplier/Contractor's non-compliance with those delivery term, Supplier/Contractor shall bear any additional costs resulting therefrom.

(2) Meeting the delivery date requires that the goods were received at the agreed place of receipt by the agreed delivery date.

(3) Deliveries exceeding the agreed quantity, or advance or partial deliveries require ams OSRAM's prior approval. Any additional costs incurred shall be borne by the Supplier/ Contractor.

If ams OSRAM pays for the freight, the Supplier/Contractor shall ensure that the forwarder is not concluding a separate cargo damage insurance.

2. Warranty

(1) The Supplier/Contractor shall warrant its goods and services shall: (i) conform to ams OSRAM' drawings, specifications or other descriptions; (ii) be of good material, design and workmanship and free of defects; (iii) be new (not used or reconditioned), merchantable and suitable for the purpose intended. These warranties shall survive inspection, acceptance and payment. The warranty period for the above warranties is 36 months from delivery of the goods or the completion of services. For an item which was used for a building as per its standard use and caused the building's defectiveness, the warranty period is 5 years from delivery. Longer statutory warranty periods, in particular those according to the regulations on the supplier recourse, shall remain unaffected.

(2) Goods and Services that do not conform to the above warranties, may at any time, within the applicable warranty period, may at any time, be remedied by the Supplier/Contractor at its own costs or Supplier/Contractor has to provide a replacement delivery without defects, at ams OSRAM's choice.

(3) If the Supplier/Contractor does not remedy the defects or does not provide replacement delivery during an adequate period of time determined by ams OSRAM, ams OSRAM is entitled to:

- partially or fully withdraw from the agreement,
- request a price deduction,
- remedy the defect or effect replacement delivery itself, or have it remedied, and/or - claim damages for a breach of contractual obligations.

The same applies if the Supplier/Contractor declares itself unable to remedy the defects or to provide replacement delivery within an adequate time frame. It is not necessary to set a grace period before exercising the aforementioned rights if the Supplier/Contractor refuses performance, if supplementary performance is unacceptable for ams OSRAM or if there are particular circumstances which justify immediate exercising of the aforementioned rights after consideration of the parties' mutual interests.

Repairs and replacement shall themselves be subject to the foregoing obligations for a period of thirty-six (36) months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement. Supplier/Contractor shall further be liable in damages with respect to the purchase by ams OSRAM.

(4) Notices of defects are in time if they are made within two weeks after delivery or performance with regard to defects which are noticeable in the course of proper and feasible examination during normal operations, and with regard to defects which become apparent later, within two weeks after they were observed.

(5) Any further statutory claims remain unaffected.

(6) The Supplier/Contractor bears the costs and risks for returning defective goods.

(7) The Supplier/Contractor is obliged to indemnify and hold harmless ams OSRAM from third party damage compensation claims arising from bodily injury and/or damage to property due to a defect in a good originating from the supplier's/contractor's sphere of control and organization and for which the Supplier/Contractor is liable towards third parties. In this context, the Supplier/Contractor is also obliged to refund any expenses which arise from or in connection with a product recall undertaken by ams OSRAM. ams OSRAM will inform the Supplier/Contractor on the content and extent of the product recall measures insofar as possible and reasonable and will give Supplier/Contractor the opportunity to make a representation related to the recall.

3. Security in the Supply Chain

The Supplier/Contractor shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The contractor shall protect the goods and services provided to ams OSRAM or provided to third parties designated by ams OSRAM against unauthorized access and manipulation. The contractor shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

4. Accident Prevention / Environmental Protection Regulations etc.

(1) The goods supplied and services performed as well as the production processes for supplied goods must comply with statutory regulations, in particular with any local law governing the security of technical equipment (equipment safety law), any local law on dangerous chemicals, other relevant standards and other recognized practices and procedures. The requirements of the ams OSRAM Index List Environment have to be fulfilled. The regulations of any international associations specified in the order must also be observed. The same applies to environmental protection regulations.

(2) Any necessary protective equipment shall be provided by the Supplier/Contractor and shall be included in the price.

(3) For transportation of dangerous goods (chemicals, compounds or articles containing such substances), current versions of national and international dangerous goods regulations, e.g. IMDG-Code (sea) or IATA DGR (air) have to be applied. If the order indicates that the goods are to be forwarded, the Supplier/Contractor shall also comply with all regulations

Purchase and Order Conditions

Asia Entities of ams OSRAM Group
(Version 09/2023)



required for additional modes of transport in respect of packaging and labeling.

(4) In the event ams OSRAM orders substances or preparations thereof for which a material safety data sheet is required according to national or international regulations, the Supplier/Contractor has to provide such sheet free of charge to the requesting department and in the standardized form applicable for the country of destination, e.g. in the form of the REACH regulation (EC) no. 1907/2006 for European countries or hand it in on request.

5. RoHS and WEEE

The Supplier/Contractor shall fulfill all legal requirements arising from directives ROHS 2011/65/EU and WEEE 2012/19/EU, as well as the associated national regulations.

6. Drawings, Samples and Tools

Drawings, models, samples and/or tools made available to the Supplier/Contractor by ams OSRAM remain the property of OSRAM and shall be returned upon ams OSRAM's request at any time, but no later than upon full completion of the related contract. They shall be labeled as ams OSRAM's property and may be used only for the fulfillment of the agreement in place between Supplier/Contractor and ams OSRAM. The Supplier/Contractor shall preserve their confidentiality. They may not allow them to be copied nor reproduced. Their loss must be reported to OSRAM immediately. ams OSRAM reserves the right to claim damages.

7. Provided Materials

(1) All materials provided by ams OSRAM remain property of ams OSRAM, and ams OSRAM is considered to be the manufacturer of goods manufactured using such materials and retains or automatically acquires property rights to the goods produced through the processing of these materials. The materials and objects shall be labeled as ams OSRAM ownership and stored for ams OSRAM in a safe place and insured against risks such as fire and theft.

(2) Pallets and other transport materials supplied by ams OSRAM remain ams OSRAM's property and must be returned to ams OSRAM.

(3) ams OSRAM reserves the right to claim compensation for any supplied materials and unreturned transport materials.

8. Intellectual Property Rights

The Supplier/Contractor grants to OSRAM a non-exclusive, irrevocable, worldwide license to its intellectual property rights and/or all other rights required for possession, distribution and use of the supplied goods and products resulting thereof.

III. Special Regulations for Service and Work Contracts

1. Performance and Obligation to inform

(1) In order to provide the services, which may also comprise work services, the Supplier/Contractor has to employ skilled and competent personnel. The Supplier /Contractor is obliged to ensure that work permits which might be required are available.

(2) Services have to be provided according to the current state of the art.

(3) The Supplier/Contractor may freely decide on the allocation of working hours.

(4) The Supplier/Contractor shall inform ams OSRAM on the status and progress of the services which are carried out for ams OSRAM.

2. Subcontractors

The use of subcontractors by the Supplier/Contractor is only permitted with ams OSRAM's explicit written approval.

3. Changes in the Performance

ams OSRAM is entitled to request changes in the scope of services unless these are unacceptable for the Supplier/Contractor. If the change results in additional costs pursuant to Section. I 3. (2) the Supplier/Contractor has to inform ams OSRAM accordingly without delay and before the changes are implemented.

4. Duty to cooperate

(1) If the provision of information and/or documents is required for the performance of services, ams OSRAM will make these available to the Supplier/Contractor in due time before the service is performed.

(2) Insofar as services are required to be provided in ams OSRAM's offices or at ams OSRAM's premises, ams OSRAM will grant the Supplier/Contractor the access required.

5. Acceptance of Work Services and Warranty

(1) Results of work services are subject to an acceptance test. Upon finalization of the acceptance test, ams OSRAM will declare acceptance insofar as the results provided are free from defects.

(2) In case services provided by the Supplier/Contractor are defective, the supplier/ contractor will, at ams OSRAM's choice, remove these defects within an adequate time period at his own costs or will provide his services again free of defects. If the supplier/ contractor fails to do so within a reasonable period of time set, ams OSRAM may withdraw from the agreement or adequately reduce the price, or remove the defect or have it removed at the supplier's/contractor's expense and claim damages. It is not necessary to set a reasonable grace period before exercising the aforementioned rights if the Supplier/Contractor refuses performance, the subsequent performance is unacceptable for ams OSRAM or if there are particular circumstances which justify that the aforementioned rights are immediately enforced under consideration of the parties' mutual interests.

6. Rights to Results

(1) The results of the services (in the following referred to as "**Results**") become ams OSRAM's property upon their completion and in their respective state of processing. The Supplier/Contractor will properly store such Results for ams OSRAM until they are physically provided to ams OSRAM. In the event that for legal reasons ams OSRAM cannot become the sole owner to all rights in the Results as per the first sentence, ams OSRAM, upon their completion, is hereby granted the exclusive, transferable, sub-licensable, worldwide, unlimited right to use the Results itself or have them used partly or fully by third parties in all known and unknown ways of use, to copy, change and make them publicly accessible, to publish or to use them, all in a modified or unmodified form. The Supplier/Contractor shall be entitled to make use of rights and know-how in the provision of services which already existed prior to the provision of services, or which arose independently of the provision of services (hereinafter referred to as "**Background Rights**"), ams OSRAM shall only be entitled to the right of use described above as a non-exclusive right of use.

(2) If inventions or protectable ideas/proposals are created during the provision of service for which statutory rights can be applied, the Supplier/Contractor shall promptly inform ams OSRAM thereof in writing. ams OSRAM, at its sole discretion, may file for patents and other statutory protection in any country in its own name as it sees fit, and maintain or abandon those rights at any time. If required, the Supplier/Contractor shall free of charge reasonably assist ams OSRAM with regard to the filing of patents and other statutory rights on such inventions or protectable ideas/proposals, in particular provide any information required without undue delay and take all measures reasonably required; the Supplier/ Contractor will refrain from any act that might interfere with ams OSRAM's application for said rights and efficient use thereof. In particular, the Supplier/Contractor must not apply for any such right in its own name or a third party's name and must not support a third party in applying for such rights. The intellectual property rights arising on the basis of any such registration shall belong to ams OSRAM.

(3) The Supplier/Contractor is obliged to ensure that the inventions or protectable ideas/proposals created during the provision of the services can be transferred to ams OSRAM without additional costs for ams OSRAM, for instance by way of respective agreements with the persons involved in the development and implementation of the Results.

(4) Unless otherwise agreed in a given case, the Supplier/Contractor waives the right to be mentioned as author with regard to the Results obtained.

with the persons involved in the development and implementation of the Results.

(5) In relation to its employees, freelancers or third parties insofar as they are involved in the provision of services in accordance with Section. III 2., the Supplier/Contractor will ensure in written agreements with these employees, freelancers or third parties that the rights as per Sec. III 6 are secured and will not be affected by the termination of the contracts between the Supplier/Contractor and the third parties. In case of breach, the Supplier/Contractor will indemnify and hold harmless ams OSRAM and its Affiliates against any related third-party claims and will pay all damages and expenses incurred, including the costs for reasonable legal defense unless the Supplier/Contractor is not responsible in this regard.

(6) The granting of the aforementioned rights is covered by the contractually agreed remuneration.

7. Construction Services

For construction services and ancillary construction services, the corresponding local laws apply in place of these general procurement conditions.