

TERMS AND CONDITIONS OF PURCHASE

Zweko Optics (hereinafter named the '*Buyer*')

1. APPLICABILITY

- 1.1. The present terms and conditions of purchase apply to all current and future requests, quotations, instructions, orders and agreements relating to the delivery of goods or services by a third party (hereinafter named the '*Supplier*') to the Buyer.
- 1.2. Amendments and additions to the present terms and conditions of purchase or other conditions of the Supplier only apply if they have been approved by the Buyer in writing.

2. COMMENCEMENT

- 2.1. An agreement between the Buyer and the Supplier concerning the purchase and delivery of goods or services takes effect at the moment it is approved by the Buyer in writing. Verbal agreements are only valid if they are confirmed in writing.
- 2.2. Barring exceptional circumstances (such as ordering by telephone for reasons of urgency), orders are only addressed to the Supplier in writing, by email. The Supplier undertakes to provide the Buyer with written acceptance of the purchase order for each order, without any reservation or amendment, within a period of five working days. In the absence of this, the Supplier is deemed to have tacitly agreed with the specifications stated in the Purchase Order. Any delivery that does not occur pursuant to a Purchase Order shall not be accepted.
- 2.3. By explicitly or implicitly accepting an order, the Supplier acknowledges that the present conditions of purchase are fully part of the agreement between the Supplier and the Buyer to the exclusion of its own terms and conditions.
- 2.4. Requests for prices and quotations by the Buyer do not entail any commitment for the Buyer. Cost estimates drawn up by the Supplier before an agreement is concluded may in no instance be charged for separately.

3. PRICES

- 3.1. The price Zweko Optics pays for the goods or services to be delivered is that as stated in the purchase order. This price is paid excluding VAT, is fixed, and may only be amended subject to prior written agreement.
- 3.2. General price changes and price increases may only be charged on to the Buyer if the Buyer has explicitly accepted these in writing. The Buyer may in no instance be charged for the samples necessary for verifying the quality and suitability for a particular use of the goods and/or services delivered. In the event of any price change, the Supplier is obliged to inform the Buyer at least 30 days in advance of any price alteration. During this period, the Buyer has the opportunity to cancel its purchase without being obliged to any costs or compensation in this regard.
- 3.3. Inadequate goods or services, meaning the Supplier must perform additional work and/or incur additional costs on top of the costs originally expected when the agreement was signed, may in no instance be charged on to the Buyer.

4. DELIVERY

- 4.1. The goods must be delivered to the address stated by the Buyer. The Supplier must observe the stipulations and instructions applicable to the known delivery address.
- 4.2. The delivery time or period arranged in the agreement cannot be altered. If the period is exceeded, the Supplier is legally in default.
- 4.3. The Supplier must report all foreseeable delay in the delivery date to the Buyer immediately in writing. However, this in no way diminishes any consequences of a late delivery by virtue of the agreement or the statutory provisions.
- 4.4. In the event of late delivery by the Supplier, the Buyer is, at its discretion:
 - entitled to dissolve the agreement without any further notice of default and/or without legal intervention, with the Buyer having the option of demanding damage compensation (full or otherwise). The Buyer may in no instance be held liable for any damage the Supplier suffers due to the agreement being dissolved;
 - entitled to purchase goods from a third-party supplier and to charge all loss or damage resulting from these substitutions to the Supplier.

4.5. If the Buyer is able to receive the goods, the Supplier shall store the goods on its own account and at its own risk, in such a way that the correct and consistent composition of the goods remains guaranteed, and that the required standard of quality is retained. The Buyer accepts no liability whatsoever due to the incapacity to receive the goods. Partial delivery, delivery of quantities larger or smaller than agreed and delivery more than seven (7) days before the end of the agreed delivery period are only accepted following written agreement from the Buyer. Early delivery shall not result in any alteration of the agreed payment date. The risk in relation to surplus goods delivered that are stored on the Buyer's premises rests with the Supplier until an agreement has been reached concerning this surplus of goods delivered. Subject to explicit and written agreement otherwise, all costs associated with storing the surplus of goods delivered are borne by the Supplier.

4.6. The Supplier must package the goods properly, in accordance with the shipping and usage requirements. A delivery note must always be presented when goods and/or services are delivered. The delivery note number, the customer's order number, as well as a description of the goods must be noted on this form, so as to guarantee correct settlement. All other documents requested by the Buyer must be provided promptly (including, but not limited to product specifications, allergy information, analysis certificates, certificates of conformity, safety information sheets and/or other documents associated with quality). The delivery shall be deemed incomplete if the aforementioned documents are lacking. The Supplier is liable for any damage caused by using unsuitable packaging material.

4.7. The Supplier shall ensure suitable packaging material on its own account and at its own risk, including pallets and barrels, according to the composition of the goods delivered. The packaging material and the packaging costs are thus included in the agreed price.

4.8. A delivery is deemed completed if the goods to be delivered have been delivered to the address stated by the Buyer, fully in accordance with the agreement. Until completion, all risks associated with the goods rest with the Supplier.

5. AMENDMENTS TO THE ORDER

5.1. The Supplier may not change the specifications provided by the Buyer without the Buyer's written permission or at its written request. If it is not possible to carry out the order in accordance with these specifications, the Supplier must report this to the Buyer and propose effective amendments. The Buyer is only deemed to have accepted these proposed amendments if it has accepted them in writing.

5.2. The Buyer may at all times amend the scope and/or the quality of the goods or services to be delivered, in consultation with the Supplier. All amendments must be agreed in writing.

5.3. If the Supplier believes that an amendment is to have consequences for the agreed price and/or delivery period, it must notify the Buyer in writing within a period of five (5) working days following notification of the proposed amendment.

5.4. If the Supplier does not respond within five (5) working days following the notification in accordance with article 5.2, the Supplier is deemed to have accepted the amendments at the original price and delivery period. If the Buyer believes that the consequences for the price and/or the delivery period are unreasonable, the parties must do their best to reach a mutual agreement. If the parties do not succeed in reaching such a mutual agreement, the Supplier is unable to exert any right, and the Buyer is under no obligation with the exception of the obligations resulting from the existing agreement.

6. NON-CONFORMITY

6.1. All goods are accepted "subject to entry inspection", since their inspection cannot take place within a short time frame. The goods are only accepted after the goods have been removed from the packaging and Zweeko Optics is able to perform an inspection. Zweeko Optics undertakes to submit a written objection to the Supplier within 15 days after establishing any visible fault and/or non-conformity of the goods or services.

6.2. If the Buyer believes that the goods or services delivered by the Supplier do not correspond with what was agreed, the Buyer may refuse these goods or services. From the moment the goods or services are refused by the Buyer, the risk relating to these goods or services once again rests with the Supplier.

6.3. In the event the Buyer refuses, the Supplier must be notified of this in writing and at the Buyer's discretion, it is entitled:

a. to request the Supplier wholly or partially to replace the goods until the goods comply with the Buyer's specifications or are of the specified quality or - in the case of goods for which no quality has been specified - to request that it replaces the goods with respective goods of the best quality. In both cases, the Supplier must pay a sum equal to half a per cent (0.5%) of the respective price stated on the invoice, for each full week, from the date of the Buyer's notification until the date on which the goods have been replaced to the Buyer's full satisfaction, or it must allow the Buyer to deduct the aforementioned amount from the invoice by way of compensation;

b. to return these refused goods to the Supplier, on the Supplier's account and at its risk;

c. to retain these refused goods on the Supplier's account and at its risk in order to dispose of these according to the Supplier's instructions;

- d. wholly or partially to dissolve the agreement on the Supplier's account and at its expense, with or without compensation, without any further notice of default or legal intervention being required;
- e. to require additional services from the Supplier, on the Supplier's account and at its risk, until the result of the services by virtue of the agreement complies with the Buyer's wishes.

6.4. Barring any explicit and written agreement otherwise, the Supplier must inspect and test the quality and composition of the raw materials, semi-finished goods, packaging and other objects delivered for the Buyer to process or use, and it must notify the Buyer of any irregularities within three (3) working days prior to processing or use. Performing (or not performing) an inspection does not release the Supplier from any obligation or liability by virtue of due to the agreement between the Supplier and the Buyer.

7. WARRANTY

7.1. The Supplier guarantees that all goods and all corresponding documents enclosed by virtue of the purchase order:

- comply with the agreed specifications, description(s), features, requirements and quality standards the Buyer applies;
- are suitable for their intended purpose and use by the Buyer and, in the absence of specific alternative agreements in this regard, comply with specifications, features and requirements established for these goods in international trade; and
- on the delivery date, have not expired or are still to have at least another $\frac{3}{4}$ of their total shelf life, barring explicit and written agreement otherwise.

7.2. The Supplier guarantees that the goods are in accordance with the samples, models, appendices and diagrams the Supplier has supplied, and/or with the production or approval samples the Buyer has accepted.

7.3. The Supplier shall enquire about the applicable general and special rules concerning health, safety and environment, related to the delivery of goods and services. The services are performed wholly in accordance with the statutory regulations. When delivering the goods, the Supplier must ensure the goods are in accordance with the applicable laws and obligations concerning health, safety and environment. In accordance with legislation concerning REACH, RoHS and Conflicted Minerals. All hazardous goods must be clearly marked (international hazard symbols, the name of the substances in English, risk category, packaging, group, etc.), labelled and suitably packaged. If Zweeko Optics orders goods appearing on the A.R.A.B., REACH, RoHS, Conflicted Minerals lists or any other applicable regulations, or if a component of the item purchased contains one of these substances, the Supplier is obliged to send the safety information sheet to the Safety Manager at Zweeko Optics, even if Zweeko Optics has not explicitly indicated this on the purchase order. If the services and/or goods are delivered to the client's site, the Supplier and its staff and/or subcontractors must strictly observe the safety and environmental regulations applicable at the site. In the event of serious negligence, the company Zweeko Optics reserves the right to remove the Supplier from the site at its expense, and to demand compensation. If a person and/or goods are put at risk during the service and/or delivery at the site, the Supplier or its employees and/or subcontractors must notify the client prior to leaving the site.

7.4. The Supplier guarantees that the goods shall at all times be of a good and consistent quality, and not display any construction, material or production errors or any other faults or defects concerning nature, composition, content or formulation.

7.5. The Supplier must replace faulty or defective goods within a reasonable period, on its own account and at its own risk, with new goods or provide supplementary services in order still to deliver goods or services that comply with the specification, features and requirements, without prejudice to the Buyer's other rights.

7.6. The Supplier must bear the financial consequences of a recall by the Buyer of goods delivered, even if these goods have already been processed into other goods of the Buyer.

7.7. The Supplier undertakes to guarantee the permanent quality assurance of its products by applying a suitable quality-assurance system, such as DIN EN ISO 9001 et seq or equivalent, and prescribed by the Buyer, or through further suitable quality inspection and checks during and following production of its products.

- Zweeko Optics is permitted at any moment and at any stage of manufacture whatsoever to verify and to investigate the nature and the quality of the materials and the production processes used. The Supplier undertakes to grant every cooperation in this regard, and to communicate all information in connection with this to Zweeko Optics or one of its clients.
- Any alteration in the composition of the goods and/or in the production process or location must be approved in writing and in advance by Zweeko Optics.
- The Supplier may wholly or partially entrust the implementation of the order to third parties only if this was clearly stated in the quotation, and following prior and formal approval from the client. The subcontracting occurs fully at the Supplier's risk, and does not release it from observing its obligations, which it must also enforce on these third parties. The Supplier may not transfer these rights and obligations resulting from the order to a third party without the client's consent. The client is at liberty wholly or partially to transfer its rights and obligations resulting from the order to a related company.

7.8. If the Supplier fails to fulfil one of the aforementioned warranties, the Supplier shall compensate the Buyer and its subsidiaries, its managers, directors, employees, agents, legal successors and beneficiaries for, and indemnify and protect against, all demands, claims, court cases, verdicts, costs, expenses, fines, penalties and monetary obligation of any nature whatsoever that it might be exposed to, for which it could be held liable or that it might have to pay.

7.9. Export control At the Buyer's request, the Supplier is obliged to issue delivery statements that comply with the requirements set by the Regulation (EC) 1207/2001. It provides these to the Buyer promptly, on acceptance of the order at the latest. All additional matters concerning foreign trade in relation to the products and components of these must also be communicated in writing, and the Buyer must be informed of all changes in writing without delay. (HS code AI no, ECCN, etc.)

8. PAYMENT

8.1. The Supplier must provide the Buyer with a specified and detailed invoice following delivery of the goods that refers to the order number concerned. The invoice must furthermore state the quantities delivered and the unit price, as well as the Supplier's delivery in question. The Supplier explicitly acknowledges that in the absence of these, the invoice shall not be accepted.

8.2. Payment by the Buyer does not entail a waiver of any right.

9. OWNERSHIP

9.1. If the Buyer provides the Supplier materials such as raw materials, auxiliary materials, equipment, diagrams, specifications and software, to be used by it in order to comply with its obligations by virtue of the agreement, these materials remain the property of the Buyer. The Supplier must keep these materials separate from its own materials or those of third parties. The Supplier must mark these as the Buyer's property. The Supplier may only use the aforementioned material for executing the agreement it has concluded with the Buyer.

9.2. If the Buyer's materials (as described above) are integrated into the Supplier's goods, the Buyer becomes the owner of these goods from the moment of their integration.

9.3. The Supplier guarantees that the goods are not encumbered with special charges or restrictions imposed by third parties.

9.4. The Supplier must indemnify the Buyer against all third-party claims relating to any infringement of article 9.1 on the part of the Supplier, and must compensate the Buyer for all damage resulting from this.

9.5. If the Buyer performs any payment prior to the delivery or the completion of the agreement, the ownership right to the goods and/or materials already with the Supplier for use in these materials shall rest with the Buyer from the moment the aforementioned payment has been performed. The Supplier must mark the goods concerned as the Buyer's property.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. By accepting a purchase order, the Supplier guarantees that no article whatsoever on the purchase order infringes on any trademark, registered design, patent, copyright or any other intellectual property right, that it shall protect the Buyer against any legal claim in connection with this, and that it will indemnify the Buyer and its associated companies and its/their managers, directors, employees, agents, legal successors and beneficiaries against and compensate them for all demands, claims, court cases, verdicts, costs, expenses, fines, penalties, monetary obligations, losses or damage of any nature whatsoever (including legal costs) to which the Buyer or its associated companies might be exposed, for which it/they may be held liable, or that it/they might have to pay as a result of the infringement on this stipulation on the part of the Supplier or due to an infringement on the aforementioned intellectual property rights or third parties claiming these intellectual property rights in relation to the goods delivered in accordance with the purchase order.

10.2. Specifications, formulas, work methods, designs, diagrams, models, slogans, texts, descriptions, artistic achievements, illustrations, the originals and all adjustments, data, including all alteration and other advertising material, etc. delivered by the Buyer or created by or on behalf of the Supplier according to the instructions in collaboration with the Buyer, and the intellectual and industrial property rights relating with these, include the ownership of the Buyer, who shall also be deemed the sole creator and designer of these.

10.3. The Supplier has the right to use the information provided by the Buyer, although only within the scope of their agreement. All information provided is and remains the property of the Buyer.

10.4. The Supplier may not use the Buyer's name, trademarks, trade names and intellectual property rights in advertisements, other publications or for any other purposes without proper written permission from the Buyer.

10.5. The Supplier accepts that it is sufficiently paid for any potential transfer of intellectual property rights provided for in this article 10, and that this remuneration has been included in the price agreed for the goods and/or services.

11. CONFIDENTIALITY

11.1. The Supplier must treat the purchase orders, the corresponding agreement and all corresponding business and technical details as trade secrets. In particular, after processing a purchase order, the Buyer must keep the knowledge it has obtained from the Buyer confidential. The Supplier may not use the aforementioned information for its own use or use by third parties, insofar as this information was not public knowledge or would nevertheless have been known other than through the Supplier's actions. The Buyer may not disclose any part of this whatsoever to third parties without the Buyer's prior, written consent. The provisions of this article 11.1 specifically – although not exclusively – apply to details and information relating to products, installation and processes developed by the Supplier in collaboration with or according to instructions from the Buyer.

11.2. The obligation by virtue of article 11.1 remains in force undiminished after this agreement has ended.

12. INSURANCE

12.1. The Supplier must, on its own account, insure itself for a suitable amount and take out insurance liability insurance – in the broadest sense of the word – toward the Buyer and third parties (including, although not limited to insuring against all possible damage of all goods and materials it has received from the Buyer within the framework of the agreement). At the Buyer's request, the Supplier must present the policy concerned for inspection.

12.2. The Buyer is entitled to demand that it is mentioned in the policy as a co-insured principal, as well as a beneficiary, and that it is stipulated that the insurer may directly compensate the Buyer and/or third parties it indicates. At the Buyer's request, the Supplier must provide it with the insurance policy/policies, together with evidence that the corresponding insurance premiums have been paid.

13. TRANSFER / CESSION PROHIBITION / SETTLEMENT

13.1. The Supplier may only transfer an obligation by virtue of this agreement if it has obtained written permission from the Buyer in advance.

13.2. Subject to prior written permission from the Buyer, the Supplier may not cede its claims against the Buyer to third parties and/or encumber them.

13.3. The Buyer may settle its debts toward the Supplier with its claims against the Supplier or its associated companies, irrespective of whether these are already payable. The Supplier may only proceed to settlement if it has obtained prior, written permission for this from the Buyer.

14. SUSPENSION, DISSOLUTION

14.1. The Buyer may suspend its obligations by virtue of the agreement, or wholly or partially dissolve the agreement, by means of registered letter and without prior notice of default, without legal intervention and without any obligation to compensate the Supplier, if and as soon as:

- the Supplier neglects to comply with an obligation by virtue of this agreement toward the Buyer, or fails to do so promptly or properly;
- a provisional receiver is appointed;
- the company assets (or a part of these) or the goods intended for executing the agreement are seized; or
- the Supplier infringes on one or more provisions of this agreement.

In all of these cases, the Buyer is only obliged to pay the Supplier pro rata for the goods and only insofar as the Buyer is able to use the goods delivered, and/or the Buyer decides to retain the goods delivered, without prejudice to the Buyer's right to compensation.

15. FORCE MAJEURE

15.1. In the event of force majeure, both the Supplier and the Buyer suspend the agreement.

15.2. For the sake of clarity, the list below is deemed a representative, although non-exhaustive list of cases of force majeure: circumstances outside reasonable control of one of both parties of a non-financial nature including, although not limited to, fire, floods, earthquakes or other natural disasters, war and other violence, power cuts, physical obstacles or climatic conditions, or any other cause independent of the will of one or both parties.

15.3. The party invoking force majeure must inform the other party of the reasons, the circumstances and all known consequences of these, that impede the proper execution of the agreement between the parties, and the probable duration of the situation.

15.4. If a case of force majeure persists for longer than thirty (30) consecutive working days or more than thirty (30) working days within a period of ninety (90) calendar days, and prevents a party from observing its obligations by virtue of this agreement, the other party is entitled to cancel the agreement by registered letter to the other party. The other party has no right to any compensation.

16. APPLICABLE LAW / CHOICE OF FORUM

16.1. The agreement with Zweko Optics is governed by Belgian law with the exclusion of the Vienna Sales Convention. Only the courts of Tongeren are competent in the event of disputes relating to the validity, interpretation or execution of the present purchase conditions.

17. CONVERSION / INTERPRETATION

17.1. If any provision of the present terms and conditions of purchase is or becomes illegal, invalid or unenforceable at any moment in any regard by virtue of the legislation of a jurisdiction, the legality, validity and enforceability of this provision by virtue of the legislation of another jurisdiction or of the other provisions of this are not affected or negatively influenced by this. The parties to this agreement shall negotiate in good faith concerning an amendment of the provision whereby this once again becomes legal, valid and enforceable so that the amended provision has an effect that is equal to the intended effect of the original provision.

18. TRANSLATIONS

18.1. The English text of the present terms and conditions of sale take precedence over any translation of this text.