

General Terms and Conditions of Purchasing (As of January 2025)

1. Scope of application

1.1

These Terms and Conditions of Purchase (hereinafter referred to as the "Terms") are valid in the current version (available at: <https://www.voltavision.de/downloads>) for all orders of the aforementioned company from all suppliers. Conflicting and/or supplementary General Terms and Conditions of the Supplier shall not apply to Voltavision in any way. This explicitly applies even if we do not expressly contradict these terms and conditions or comply with our contractual obligations without reservation.

1.2

The provisions of the following documents shall apply to the cooperation between Voltavision and the Supplier, provided that the listed documents have been agreed on a case-by-case basis. In the event of contradictions between the documents, the following order, whereby a) has the highest priority and thus b) takes precedence.

- a) Orders
- b) Warranty Agreement (GWV)
- c) Quality Assurance Agreement (QSV)
- d) Framework contract / supply contract
- e) Non-Disclosure Agreement (NDA)
- f) General Terms and Conditions of Purchase VV
- g) Code of Conduct for Suppliers

2. Orders

2.1

Orders are placed by individual orders or delivery call-offs. Delivery schedules are based on delivery schedules previously communicated by Voltavision. Delivery schedules are not legally binding for Voltavision and are only used to Capacity planning of the supplier.

Individual orders are made independently of any delivery schedules.

Orders submitted by means of purchase orders shall be deemed to have been accepted unless the Supplier objects to the order in writing within five (5) business days (Monday to Friday) of receipt of the purchase order. As long as orders have not been accepted by Supplier, Voltavision may revoke orders relating to Voltavision by notifying Supplier in writing.

2.2

Orders and their acceptance must be made in writing, by EDI, fax or e-mail. The only exception to this is the automatic acceptance in accordance with Section 2.1 above.

2.3

The Supplier may assign any rights or claims arising from a contract concluded with Voltavision to third parties only with our prior written consent.

2.4

The submission of offers is free of charge and without obligation for Voltavision.

3. Deliveries

3.1

The delivery dates stated in the order are binding.

All deliveries from non-EU countries must be made to Voltavision in accordance with "DDP" in accordance with Incoterms in the current and valid version at the time of conclusion of the contract.

If the supplier is based within the EU/Germany, all deliveries must be made in deviation from the above "DAP" or "DPU" in accordance with Incoterms in the current and valid version at the time of conclusion of the contract.

In the case of suppliers within the Federal Republic of Germany, Voltavision reserves the right to arrange deliveries with the supplier in accordance with EXW in deviation from the above-mentioned regulations.

3.2

For each delivery, Voltavision must submit a delivery notification on the day of departure. In the shipping notices, bills of lading and parcel inscriptions, the order number,

Specify the request number, the receiving department/person, and any other endorsements requested in the order.

The goods to be delivered must be properly packaged and clearly labelled accordingly in accordance with the currently applicable legal provisions.

The delivery notification expressly does not replace the issuance of a proper invoice.

3.3

The Supplier is entitled to early delivery only after prior agreement with Voltavision's purchasing department.

The early delivery agreed and agreed with Voltavision must be notified by the Supplier at least by e-mail, stating the order number and early delivery date. The Supplier shall immediately inform Voltavision by e-mail of any known or expected delay in the performance of its delivery obligations and shall provide the following information:

- a) the expected duration of the delay;
- b) the reason for the delay, and
- c) what measures have been or will be taken to reduce/overcome the delay.

3.4

If the supplier does not provide its services or does not provide them within the agreed delivery time, or if they are in default, Voltavision's rights – in particular the right to withdraw and/or compensation for damages – shall be determined in accordance with the statutory provisions. The Regulations in No. 3.5 remain unaffected.

3.5

If the Supplier is in default, Voltavision shall be entitled to demand a contractual penalty of 0.2% for each working day of delay, but not more than 5.0% in total, of the net value of the order in question (plus legally owed VAT).



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Further rights and claims, in particular to damages, remain unaffected. However, the contractual penalty will be offset against such claims for damages. The obligation to pay the contractual penalty shall not apply if and to the extent that the Supplier proves that it is not responsible for the non-compliance with the agreed delivery dates.

3.6

Within the scope of reasonableness, Voltavision is entitled to demand changes to the contractual products from the supplier. Effects, in particular additional and reduced costs, must then be reported immediately after evaluation. Subsequently, amicable price negotiations take place. If the supplier does not respond within a reasonable period of time after the change has been requested, the previously agreed prices and delivery dates shall continue to apply.

4. Compliance with legal and collective bargaining requirements, leave of absence

4.1

The supplier shall carry out the tasks assigned to him for the production of the work professionally, in compliance with all relevant, valid legal provisions - laws, ordinances, collective agreements and works agreements, other contracts / regulations/ guidelines - and on his own entrepreneurial responsibility.

4.2

The Supplier shall only allow the workers employed by it to work within the scope permitted by working time law. The respective working hours of all employed workers must be proven to us on request.

4.3

The Supplier warrants that all workers employed by the Supplier shall be paid at least in accordance with the provisions of Sections 1, 2 and 20 of the Minimum Wage Act (MiLoG) as well as other legal provisions and collective agreements for compliance with which we are liable pursuant to Section 14 of the Posting of Workers Act (AEntG) and/or other comparable regulations (hereinafter collectively referred to as "Minimum Wage Requirements").

If the Contractor commissions subcontractors, he shall indemnify the Client against all claims asserted against the Client due to the violation of the provisions of the AEntG by these subcontractors. In its internal relationship with the Client, the Contractor shall in particular assume the obligations of the Client and the Contractor in accordance with Section 14 of the AEntG alone and in full. The same applies to the commissioning of temporary agencies under the AÜG with regard to claims of the social security funds pursuant to § 28e SGB IV. Upon request, the supplier must immediately prove to Voltavision once a year by submitting a certificate from an auditor that its workers have received the minimum wage determined in accordance with the minimum wage requirements.

The Supplier shall indemnify us against all claims asserted against us in the event of a breach by the Supplier of minimum wage requirements.

4.4

The Supplier shall carry out the necessary safety briefings on the workers it employs in good time before they are deployed. Upon request, the Supplier shall provide Voltavision with written proof of this instruction.

5. Subcontractors

5.1

The involvement of subcontractors by the supplier requires the prior written consent of Voltavision.

5.2

In the event that subcontractors are commissioned, all subcontractors are solely the duty and responsibility of the supplier. The Supplier shall be liable to Voltavision for all damages caused by subcontractors used.

5.3

The Supplier undertakes to comply with Voltavision's requirements from its Supplier Code of Conduct in the current version (available at <https://www.voltavision.de/downloads>) and to contractually oblige its subcontractors to comply with these requirements. The Supplier further undertakes to take into account Voltavision's requirements with regard to transparency, anti-corruption, sustainability, human rights and compliance and to oblige sub-suppliers in accordance with Voltavision's specifications.

6. Prices

The agreed prices are in Euro net plus legally owed VAT/sales tax, including packaging, unless otherwise agreed. The prices agreed in the order are binding.

7. Terms of payment

7.1

The Supplier is obliged to prepare and send to Voltavision a proper invoice for each order and other granting of an economically consumable advantage, stating the order/item number, the delivery quantities and in accordance with the applicable legal provisions. Invoices that have been created and received without order numbers and not in accordance with the applicable legal provisions shall be deemed not to have been issued.

If Voltavision has suffered damage due to improperly issued invoices, Voltavision is entitled to charge the Seller with the costs and expenses associated with this (plus legally owed VAT) and to demand compensation. This shall also apply to settlements made by way of a credit note.

7.2

Settlement by way of credit note in accordance with sec. 14 para. 2 of the German VAT Act is hereby agreed in principle and is deemed to have been agreed upon the issuance of such a document, unless the specific credit note is objected to in writing within 14 days of receipt.

7.3

Unless otherwise agreed, all payments by Voltavision will be made within fourteen (14) days of delivery of the goods and receipt of a proper invoice with a three (3) % discount, or within thirty (30) days of delivery of the goods and receipt of a proper invoice net.



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7.4

The payment of the invoice does not mean a waiver of warranty rights with regard to the delivered goods and does not exclude a later notice of defects in this regard.

7.5

Voltavision is entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, Voltavision shall be entitled to withhold payments due as long as Voltavision is still entitled to claims against the Supplier arising from incomplete or defective services.

7.6

In addition, until the opening of insolvency proceedings over the Supplier's assets, we shall be entitled to offset all claims to which we are entitled against the Supplier against all claims to which the Supplier is entitled against Voltavision, regardless of the legal grounds.

7.7

The supplier shall have a right of set-off or retention only on the basis of legally established or undisputed counterclaims.

7.8

If there are subsequent changes to the basis of assessment in accordance with sec. 17 of the German VAT Act, the supplier must provide Voltavision with a document from which it can be clearly and easily verifiably seen to which supply or service the change relates and to what extent it affects (net amount as well as statutory VAT owed).

8. Ownership

Voltavision does not recognize any extended or extended retention of title. Voltavision only recognises a simple retention of title to the extent that it allows Voltavision to sell, process and mix the delivered goods in the course of ordinary business operations.

9. Confidentiality

9.1

Voltavision and the Supplier undertake to treat all non-public commercial and technical information, knowledge, data and documents, know-how, calculations, procedures and processes that become known to them through the business relationship as each other's trade secrets. In addition, they will oblige their employees in writing to maintain secrecy to the same extent and will also implement other appropriate measures for secrecy. The same applies to vicarious agents, suppliers and external service providers.

9.2

Technical documentation (drawings, models, samples and similar objects) may not be made available or made accessible to unauthorized third parties. The reproduction of such objects must be documented accordingly and is only permitted within the framework of operational requirements and in compliance with copyright regulations. Upon termination of the contractual relationship, all documents referred to in this provision and in any additional non-disclosure agreements shall be returned or destroyed at the request of the entitled party.

9.3

Suppliers may only advertise their business relationship with the prior written consent of Voltavision.

9.4

The Supplier is prohibited from imitating or exploiting information of any kind of Voltavision outside of the contractual purpose, either by itself or through third parties, or from registering industrial property rights on information received. In this context, the so-called "reverse engineering" of supplies and tools made by Voltavision is prohibited in particular.

10. Quality/Documentation

10.1

The quality of goods and the performance of services must meet the characteristics, specifications, drawings and technical requirements agreed between the parties. In addition, the delivered goods must correspond to the intended purpose.

10.2

The goods and services supplied must meet all current, applicable legal and regulatory requirements.

10.3

The supplier is obliged to inspect and document the goods and services for the absence of defects at the end of the same. Upon request, the Supplier shall provide Voltavision with appropriate test documentation as well as proof of the absence of defects free of charge.

10.4

The supplier must maintain an industry-standard and certified quality management system.

10.5

Voltavision is entitled to audit the Supplier's management systems with a notice period of 2 working days (Monday to Friday) upon prior notice. In consideration of Voltavision's responsibility to its customers and in order to comply with all legal requirements, Supplier shall provide Voltavision with access to all relevant documents, production facilities, processes and procedures and shall ensure that this right of audit is also available to subcontractors. During an audit, restrictions due to trade secrets or existing confidentiality obligations of the supplier are appropriately taken into account.

11. Warranty

11.1

The Supplier warrants that the delivered goods comply with the agreed specifications of the order, are fit for the intended purpose, consist of the agreed material, are free from defects in materials, workmanship or design in accordance with the state of the art of



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science and technology, and free from defects that cancel or reduce the suitability for the intended or contractually agreed purpose or cancel or reduce the value of the delivered goods, and applicable legal and regulatory approvals.

11.2

We reserve all contractual and statutory rights in the event of delivery of defective goods. The supplier shall, at our discretion, remedy the defect of a delivered product or deliver a defect-free product.

11.3

If the supplier does not comply with VV's demand for subsequent performance within the period set by us, or if we cannot reasonably be expected to assert claims for subsequent performance due to urgency, in particular to avert acute dangers and avoid significant damage (e.g. imminent delay in delivery to our customers), to allow the supplier to remedy the defect or replace the defective contract products, or if the supplier is not in a position to rectify or re-deliver, we shall be entitled to have the contract products sorted at the supplier's expense without further grace period and either

- to eliminate defects yourself,
- to have it removed by third parties, or
- return defective contract products and demand immediate replacement or procure replacements independently.

11.4

The incoming goods inspection at Voltavision is limited to a check of the correct identity and quantity as well as externally recognizable transport damage of the goods. Voltavision will immediately notify the Supplier of any defects detected in the process. Defects that were not detected during the incoming goods inspection ("hidden defects") will be reported to the Supplier immediately as soon as they are detected in accordance with the circumstances of the production and distribution process. The notice of defect shall be deemed to be immediate and timely if it is received by the Supplier within ten (10) working days (Monday to Friday).

11.5

The supplier shall bear all costs (plus legally owed VAT) incurred by us due to defective goods. The actual complaint costs incurred will be displayed and invoiced. The costs incurred by the supplier for the purpose of testing and rectification (including any removal and installation costs)

the latter also bears if it turns out that there was actually no defect. Our liability for damages in the event of unjustified demand for the remedy of defects remains unaffected; in this respect, however, we are only liable if we have recognized or grossly negligently failed to recognize that there was no defect. The internal complaint processing is also carried out with a lump sum of €200.00 per complaint case.

11.6

The warranty period is 24 months from the delivery of the goods at the destination specified in the order. If acceptance is required, the warranty period begins on the day of successful final acceptance.

12. Liability and Insurance

12.1

The Supplier shall indemnify and hold Voltavision and its customers harmless upon first request from all costs, damages, liabilities and other expenses and claims arising from personal injury, property damage or death resulting from defective goods, a breach of duty by the Supplier, or the Supplier's failure to comply with legal provisions and regulations.

12.2

If a recall/take-back action is carried out by Voltavision, a customer of Voltavision or a third party that is based on a defective contractual product of the Supplier, the Supplier must bear the costs incurred thereby (plus legally owed VAT) and indemnify Voltavision in this respect. This also applies to service or field actions.

Where possible, Voltavision will inform the supplier at an early stage, give him the opportunity to participate and exchange ideas with him regarding efficient implementation.

12.3

The Supplier is obliged to ensure adequate insurance cover with regard to its obligations and to provide proof of this to Voltavision upon request.

12.4

Supplier must notify Voltavision in writing immediately of any significant changes to the insurance relationship, in particular the loss of insurance cover or a reduction in the sums insured. Non-existence and cessation of insurance coverage entitles Voltavision to extraordinary termination or withdrawal from the contract and individual orders.

13. Force majeure

13.1

Force majeure, in particular natural disasters, water ingress, fire, riots, war, pandemics, strikes and other unforeseeable and serious events that are unavoidable and serious for one of the contracting parties (e.g. not only temporary production interruptions at Voltavision's customers), release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties shall inform each other without delay if it is foreseeable that the contractual performance obligations cannot be complied with as a result of force majeure.

13.2

The contracting parties are obliged, within the scope of what is reasonable, to do everything possible to eliminate the disruption and mitigate the effects of the disruption.

13.3

Voltavision shall be entitled to purchase or have the Contracted Products manufactured from other sources on the part of the Supplier for the duration of the delay and to reduce the quantities/products ordered or manufactured in such otherwise placed without any obligation to the Supplier.



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14. Intellectual Property Rights (Third Parties)

14.1

The term "property rights" within the meaning of these Terms and Conditions of Purchase includes all legal property rights, e.g. trademarks, designs, patents and copyrights. The term "know-how" includes product- and production-specific knowledge that the respective owner has acquired. Old property rights and old know-how includes property rights and know-how that already existed at Voltavision and the supplier before the supplier was commissioned. New intellectual property rights and new know-how include property rights and know-how that arise from the supplier, third parties or Voltavision after the supplier has been commissioned by Voltavision.

14.2

Old property rights and old know-how remain the property of the respective entitled party and are granted to the other for use to the extent and for as long as this is necessary for the execution of the order or for the contractual use of the contractual products.

14.3

Voltavision is entitled to new intellectual property rights and new know-how in principle and in full. If a transfer is not possible (e.g. of copyrights), a free, irrevocable, unlimited in time, place and content, exclusive license, which is transferable and sublicensable, will be issued to us.

14.4

Inventions that are eligible for protection made by employees of the Supplier in connection with the provision of development services shall be offered to us by the Supplier for transfer without delay.

14.5

The supplier will assist us in registering new intellectual property rights. The Supplier shall otherwise refrain from doing anything that could be detrimental to the obtaining and maintenance of new property rights.

14.6

With the commissioning of the supplier and a potentially associated authorization to use (secret) know-how and other property or trademark rights of Voltavision for the execution of the order, the supplier does not acquire any rights of its own to it. All rights belong exclusively to Voltavision. The Supplier shall not be entitled to use such rights for any purpose other than solely for the fulfilment of the delivery obligations to Voltavision. He will protect these rights as a trade secret of Voltavision.

14.7

The supplier warrants that the deliveries and services to be provided by it as well as the use and potential further distribution of the delivered goods by Voltavision do not infringe any industrial property rights (patents, trademarks, utility models and designs), licence and copyright rights, protected designations and other intellectual property of third parties.

14.8

The Supplier shall indemnify us against all claims and costs, including the costs of legal action, arising from such infringement or alleged infringement and shall compensate us for all damages arising therefrom (plus legally owed VAT), unless the Supplier is not at fault.

15. Official and legal regulations

15.1

The Supplier shall ensure that all products, services, other services and processes comply with the applicable legal and regulatory requirements of the importing country, the country of export and the country of destination specified by Voltavision or the end customer. In particular, deliveries or services within and to Germany must always and without prejudice to the aforementioned regulation comply with the legal and official requirements of both the Federal Republic of Germany and the European Union.

15.2

The Supplier undertakes to ensure that the goods supplied by the Supplier (including the raw materials, (production) materials, (supplier) products or other items required and/or used for the performance of the obligations) and/or services (including transport and the delivery process) do not are subject to restrictions imposed by economic, financial or other sanctions imposed by the United Nations, the EU, the Federal Republic of Germany or the United States of America. In this respect, the supplier undertakes to comply with them, regardless of whether the sanction regulations apply to him.

15.3

In the event that the Supplier's funds and economic resources are or will be frozen at the scheduled time of delivery due to sanctions regulations of the United Nations, the European Union, the Federal Republic of Germany or the United States of America and/or at the scheduled time of delivery due to sanctions regulations of the United Nations, the European Union, the Federal Republic of Germany or the United States of America if there is a prohibition on directly or indirectly providing or benefiting funds or economic resources to the Supplier, Voltavision shall be released from its obligation to accept and the obligation to provide consideration. There are no claims for damages on the part of the supplier. In this case, however, the Supplier shall be obliged to immediately repay to Voltavision any advance payments made by Voltavision prior to delivery.

15.4

The provisions of Sections 15.2 and 15.3 shall not apply if compliance with the sanctions of the United States of America violates Regulation (EEC) 2271/96 in its current version and a corresponding obligation constitutes a violation of Section 7 of the Foreign Trade and Payments Ordinance (AWV).

15.5

In the event that Voltavision has doubts that the Supplier is acting or intends to act in accordance with this obligation, Voltavision shall be entitled to request appropriate evidence (e.g. permits, guarantees of origin, etc.) from the Supplier for the conformity of the goods and/or services with Clause 15.1. If, in such a case, the Supplier does not succeed in providing evidence or does not succeed in providing it in time, Voltavision shall be entitled to postpone acceptance and consideration until such proof has been provided. If the provision of such proof fails or if the supplier does not provide this proof within a reasonable period of time determined by Voltavision in the individual case, Voltavision shall be entitled to extraordinary termination.



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15.6

The provisions of Section 15 constitute an essential contractual obligation. In the event of violations, Voltavision has the right to terminate existing contractual and/or supply relationships at any time - even with retroactive effect; the supplier cannot assert any claims for damages against Voltavision in these cases.

16. VV's Supplier Code of Conduct, Enforcement and Distribution in the Supply Chain

16.1

Regardless of countries and borders, the requirements set out in detail in Voltavision's Supplier Code of Conduct in its current version (available at <https://www.voltavision.de/downloads>) (including human rights, labor standards, environmental protection, sustainability and compliance) apply to all contractual relationships with the supplier. The Supplier shall be obliged to contractually oblige third parties whom it engages in the fulfilment of its obligations to Voltavision (e.g. subcontractors and suppliers) to comply with these requirements or - if this is not enforceable - to address the requirements appropriately with the third parties.

16.2

In order to comply with the requirements of Voltavision's Supplier Code of Conduct, the supplier undertakes to participate in training and further education as necessary and, if necessary, to ensure participation in its supply chain.

16.3

The Supplier undertakes to permanently establish appropriate control mechanisms in its company at its own expense for the purpose of verifying compliance with the requirements of Voltavision's Supplier Code of Conduct and to disclose these to Voltavision upon request. The supplier's control mechanisms are also intended to ensure that Enable verification with its suppliers. If Voltavision has reasonable doubts about the adequacy of the Supplier's established control mechanisms, the Supplier will take the supplementary measures recommended by Voltavision to comply with human rights and environmental requirements.

16.4

Voltavision is entitled to carry out on-site inspections as well as to carry out audits at the Supplier's premises in order to be able to determine, if necessary, the compliance of the Supplier and its suppliers with the requirements set out in Voltavision's Supplier Code of Conduct. In doing so, VV shall take into account the Supplier's interests worthy of protection, in particular observe its trade and business secrets.

16.5

If a violation of a requirement from Voltavision's Supplier Code of Conduct is imminent, the supplier must take appropriate measures to prevent the violation. If such a violation has already occurred, it must be terminated in the foreseeable future. If such a violation cannot be terminated in the foreseeable future, the

Create and implement a concept for ending or minimizing the injury that has occurred, together with a concrete schedule. In each case, the supplier is obliged to inform Voltavision of the planned and taken measures and, if necessary, to expand its measures with recommendations from VV.

16.6

Point. 16.5 shall apply mutatis mutandis if a violation of a requirement from Voltavision's Supplier Code of Conduct is imminent or occurs in the supplier's supply chain. The supplier must then immediately take action against the polluter in its supply chain to put an end to the infringement or at least significantly minimise the impact of this breach. The supplier must inform Voltavision of all measures taken.

16.7

Voltavision reserves the right to terminate the business relationship with the Supplier (e.g. by way of termination or rescission for good cause) in the event that a violation of a requirement from Voltavision's Supplier Code of Conduct is serious, the Supplier's concept of termination or minimization is not implemented or its implementation does not provide a timely remedy and other milder means are not available.

17. Sustainability

Voltavision understands the integration of corporate social responsibility (CSR) principles into the procurement process as an essential component of sustainable and ecologically effective corporate management. Therefore, Voltavision aims to reduce the CCF (Corporate Carbon Footprint) and PCFs (Product Carbon Footprint) as much as possible.

In order to prepare a comprehensive sustainability report, Voltavision requires qualified evidence and information regarding the emissions generated by its suppliers (Scopes 1-3; minimum required: Scope 1-2).

The supplier undertakes to provide Voltavision with these documents, which are required for the preparation of the sustainability report, in good time upon request and to cooperate in the preparation of the sustainability report.

18. Data protection and information security

The current version of our privacy policy and our guideline on information security are published on the Internet (<https://www.voltavision.de/downloads>) and must be taken into account by the supplier.

19. Place of Performance, Applicable Law, Place of Jurisdiction, Miscellaneous

19.1

Should any provision of these terms and conditions and other agreements between the parties be or become invalid, the validity of these terms and conditions/the contract shall not be affected. The contracting parties undertake to amend the invalid provision by means of a provision that is as similar as possible.

19.2

Changes and additions to these terms and conditions are only effective in writing. This applies equally to this written form requirement.



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19.3

The place of performance for all services results from the corresponding orders.

19.4

This contract is governed by the laws of the Federal Republic of Germany.

This does not change the applicability of Section 15. The commercial clauses contained in this contract shall be construed in accordance with the Incoterms (ICC International Rules for the Interpretation of Trade Terms), as of 2020.

19.5

The courts at Voltavision's registered office in Bochum shall have exclusive jurisdiction for all disputes arising from or in connection with this contract. Notwithstanding this Jurisdiction Agreement, we may also sue the Supplier in any other court that has jurisdiction under applicable law.

