

## General Terms and Conditions of Purchase of Ark Vision Systems GmbH & Co. KG

### § 1 General Terms

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "Purchase Terms") apply to all current and future business relationships between Ark Vision Systems GmbH & Co. KG (hereinafter referred to as "Ark Vision Systems") and the supplier of goods, services, or work services (hereinafter referred to as "Supplier") for orders and purchases by Ark Vision Systems.
- 1.2 By accepting and fulfilling an order and/or a purchase, the Supplier acknowledges these Purchase Terms in the version valid at the time of the order. The Purchase Terms can be viewed at any time on the Ark Vision Systems website [www.ark-vision-systems.de](http://www.ark-vision-systems.de). Conflicting or deviating general terms and conditions of the Supplier are not recognized and do not become part of the contract unless Ark Vision Systems expressly agrees to their validity in writing at the time of the contract. Even in such cases, or if specific conditions are agreed upon for particular orders, the Purchase Terms shall apply on a supplementary basis. The Purchase Terms apply even if the contract is executed by the Supplier with the knowledge of conflicting or deviating terms of the Supplier without reservation. Acceptance of a delivery or service from the Supplier by Ark Vision Systems does not imply agreement to the Supplier's general terms and conditions. Silence on an order confirmation from the Supplier with conflicting declarations does not constitute consent.
- 1.3 The Purchase Terms apply to all future business and contracts with the Supplier, even if Ark Vision Systems does not explicitly refer to them in the future.
- 1.4 Any correspondence concerning the contract must be conducted with Ark Vision Systems' purchasing department or the ordering party, quoting the order or contract number.

### § 2 Contract Conclusion

- 2.1 The conclusion of the contract and any agreements between Ark Vision Systems and the Supplier regarding the execution of the contract must be made in writing. The Supplier is responsible for professionally reviewing the offer and must explicitly inform Ark Vision Systems of any deviations from the inquiry documents in the offer.
- 2.2 The Supplier shall send an order confirmation to Ark Vision Systems within three working days after receiving the order.
- 2.3 Any drawings, plans, etc., sent by Ark Vision Systems in connection with the order may form part of the order. If specific materials or manufacturing processes are not explicitly prescribed in the order or accompanying drawings, the Supplier is fully responsible for the choice of materials and the applied production process.
- 2.4 The Supplier must inform Ark Vision Systems in writing of any changes to the composition of the processed materials or the design of previously supplied similar services before starting production and providing the service. The same applies to changes in subcontractors, which require prior written approval from Ark Vision Systems.
- 2.5 Orders, cancellations, contract amendments or supplements, or any other declarations must be made in writing or text form. Oral or telephone orders, cancellations, contract amendments or supplements, or other declarations are only binding if confirmed by Ark Vision Systems in writing or text form.
- 2.6 All order confirmations, delivery notes, invoices, and other correspondence must include the Ark Vision Systems order number.
- 2.7 Ark Vision Systems reserves the right to inspect the production of the delivery items or the provision of services during normal business hours with prior notice.

### § 3 Scope of Services

- 3.1 The scope of services is determined by the respective individual order. Documents, reports, ideas, designs, models, samples, and all other results generated during the performance of the services are part of the contractual service.
- 3.2 The Supplier shall perform its services with the utmost care, adhering to the latest state of science and technology, safety regulations, and its own knowledge and experience. The Supplier guarantees compliance with legal requirements, the agreed technical specifications, and other guidelines.
- 3.3 Partial deliveries are not permitted unless explicitly agreed upon in advance. Ark Vision Systems reserves the right to cancel the remaining quantity of the order in such cases.
- 3.4 The performance of ordered deliveries and services by third parties requires the prior written consent of Ark Vision Systems.
- 3.5 The Supplier will create drawings, data, and other documentation in accordance with Ark Vision Systems' requirements, regulations, and guidelines. The Supplier must gather all necessary information before starting the work in case of ambiguities. Ark Vision Systems specifies the IT systems and programs to be used for documentation.
- 3.6 At Ark Vision Systems' request, the Supplier will provide information about the composition of the delivered items, as required to meet regulatory requirements at home and abroad.
- 3.7 As long as the Supplier has not fully fulfilled its obligations, Ark Vision Systems may request changes to the design, execution, quantity, and delivery time, within reason. The consequences (e.g., additional or reduced costs, delivery dates) shall be mutually agreed upon.
- 3.8 The Supplier must immediately notify Ark Vision Systems in writing if it has concerns regarding the execution of the service or delivery in the manner requested by Ark Vision Systems and must propose necessary changes to meet the agreed specifications or legal requirements.
- 3.9 The Supplier is obligated to supply spare parts for the normal technical lifespan, but at least 10 years after the last delivery, under reasonable conditions.
- 3.10 If the Supplier intends to discontinue the delivery of spare parts after the period specified in §3.9, or the delivery of the supplied item during this period, it must inform Ark Vision Systems and allow for a final order before discontinuation.

### § 4 Prices, Place of Fulfillment, Terms of Payment

- 4.1 The prices stated in the order are fixed prices. The price includes, in particular, the costs for freight "free house," insurance, customs duties, packaging, and material testing procedures. Claims for additional deliveries and/or services can only be made if there is a prior written agreement between the contractual parties for these additional deliveries and/or services. Otherwise, supplementary claims beyond the total fixed price are excluded.
- 4.2 Deliveries must be made to the business address of Ark Vision Systems unless another place of fulfillment is agreed upon in writing. Deliveries must be insured by the Supplier against transport damage, incorrect loading, and theft at the Supplier's expense.
- 4.3 Goods must be packaged to avoid damage during transport and loading. Packaging materials must be used only to the extent necessary to achieve the purpose. The Supplier's obligations to take back transport and product packaging are governed by legal requirements. The Supplier guarantees that all packaging is licensed with a relevant system provider in compliance with the law, and all fees are paid.

- 4.4 Fees for presentations, negotiations, and/or preparing offers and projects are only payable if previously agreed upon in writing.
- 4.5 Ark Vision Systems can only process due invoices if they meet legal requirements, particularly the German Value Added Tax Act (UStG), and contain the order number specified by Ark Vision Systems along with any other agreed information and/or documents. The Supplier is responsible for any consequences arising from non-compliance with these obligations.
- 4.6 Payments of the purchase price will be due 30 days after the transfer of ownership of the goods, receipt of a proper invoice, and receipt of all contractually required documents unless otherwise agreed in writing. Payments will be made by bank transfer to the Supplier's business account. The Supplier must provide bank account details for this purpose, including for changes to the account. Partial payments are only due upon full delivery, except for successive delivery contracts or canceled partial deliveries as per §3.3 of these Purchase Terms.
- 4.7 If the Supplier is required to provide material samples, test reports, quality documentation, or other contractually agreed documents, complete delivery and performance include receiving these documents at Ark Vision Systems.
- 4.8 Ark Vision Systems reserves the right to offset or withhold payments to the extent permitted by law. The Supplier's offsetting and withholding rights are only valid if the claims are undisputed or legally binding. Ark Vision Systems is entitled to reduce the invoice amounts by the value of returned goods as well as any costs and claims for damages.

#### § 5 Date of delivery

- 5.1 The delivery date stated in the order, which the Supplier must carefully review, is binding. The delivery date is the day of goods receipt at Ark Vision Systems' premises. Ark Vision Systems reserves the right to refuse early deliveries and return them at the Supplier's expense.
- 5.2 The Supplier must immediately notify Ark Vision Systems in writing if circumstances arise or become known to the Supplier that could indicate the delivery time cannot be met.
- 5.3 If the Supplier is in default, Ark Vision Systems reserves the right to demand a contractual penalty of 0.5% of the net delivery value per completed week of delay, but not more than 10% of the total net delivery value. Ark Vision Systems reserves the right to assert further legal claims. Acceptance of a late delivery or service does not constitute a waiver of compensation claims.
- 5.4 The Supplier's retention of ownership will only become part of the contract if the retention of ownership expires upon payment of the agreed price, and Ark Vision Systems is authorized to resell and further process the goods in the ordinary course of business. Any extended or expanded retention of ownership by the Supplier is excluded.

#### § 6 Release from Performance Obligations, Withdrawal from the Contract

- 6.1 Force majeure releases the contractual parties from their performance obligations for the duration and extent of the disturbance. The contractual parties must immediately provide necessary information within reason and adjust their obligations in good faith to the changed circumstances.
- 6.2 Ark Vision Systems is released from the obligation to accept the ordered delivery in whole or in part and entitled to withdraw from the contract if the delivery is rendered unusable by the delay caused by force majeure.

- 6.3 Ark Vision Systems is entitled to withdraw from the contract if the Supplier files for bankruptcy, bankruptcy proceedings are opened, or the opening is rejected due to lack of assets.
- 6.4 Ark Vision Systems also has a right to withdraw if enforcement actions are taken against the Supplier.
- 6.5 Ark Vision Systems may also withdraw from the contract if the Supplier promises, offers, or grants benefits of any kind to an Ark Vision Systems employee or third party involved in preparing, concluding, or executing the contract.
- 6.6 Legal withdrawal rights remain unaffected.

#### § 7 Transfer of Risks, Documents

- 7.1 Risk transfers to Ark Vision Systems upon acceptance of the delivery at Ark Vision Systems' premises.
- 7.2 The Supplier must include the Ark Vision Systems order number on all shipping documents and delivery notes. Ark Vision Systems is not responsible for delays caused by missing order numbers.
- 7.3 Documents, reports, ideas, designs, models, samples, etc., provided to the Supplier by Ark Vision Systems remain the property of Ark Vision Systems. The Supplier must return these items to Ark Vision Systems without request upon completion of the performance. These documents may only be used by the Supplier for fulfilling its contractual obligations to Ark Vision Systems.
- 7.4 Invoices must be sent digitally to the email address [invoice@ark-vision-systems.com](mailto:invoice@ark-vision-systems.com). If this is not possible, postal delivery is acceptable.

#### § 8 Warranty claims, Guarantees

- 8.1 Ark Vision Systems' warranty claims for material and legal defects are governed by legal provisions. The warranty period is 24 months from the transfer of risk.
- 8.2 The Supplier guarantees that the goods and deliveries comply with the applicable legal provisions, particularly the Packaging Ordinance, RoHS Directive, the German Electrical and Electronic Equipment Act (ElektroG), and the EU REACH regulation. Additionally, the Supplier guarantees that any copyright fees due have been paid to the relevant collecting societies, and these fees must be indicated in the Supplier's invoices under §54d UrhG.
- 8.3 All delivered goods must be checked for compliance with the Dodd-Frank Act, International Traffic in Arms Regulations (ITAR), and Dual-Use Regulations before delivery. If there is no note on the documents indicating that the goods have been inspected, or they do not comply with the mentioned regulations, the goods are considered to have been inspected and compliant.
- 8.4 Ark Vision Systems will inspect received items for defects or deviations in quality. Obvious defects must be reported within 14 days of receiving the delivery, and hidden defects must be reported within 14 days of their discovery.
- 8.5 The Supplier is obligated to sign the Ark Vision Systems Code of Conduct for Suppliers before the first delivery or service provision. If this was not provided by Ark Vision Systems, the Supplier must request it.
- 8.6 Ark Vision Systems is exempt from the inspection and complaint obligations under §377 HGB (German Commercial Code).
- 8.7 Ark Vision Systems is entitled to charge the Supplier a flat rate of 75 EUR net for each complaint.

8.8 Ark Vision Systems may retain 5% of the net order amount as security for defect claims. The Supplier may replace the security retention with an unlimited, self-sufficient guarantee from a credit institution approved in the European Union. Deposits are not permitted. The retention or guarantee will be paid or returned upon written request after the warranty period.

### § 9 Liability, Product Liability, Infringement of Property Rights

9.1 The Supplier is liable according to legal provisions.

9.2 If the Supplier is responsible for product liability damage, the Supplier must compensate Ark Vision Systems for the resulting damages or indemnify Ark Vision Systems against third-party claims. The Supplier's indemnification obligation includes all expenses incurred by Ark Vision Systems due to third-party claims.

9.3 As part of its liability for damages, the Supplier must also reimburse expenses incurred under §§683, 670 BGB (German Civil Code) or §§830, 840, 426 BGB due to a recall conducted by Ark Vision Systems or its customers. Ark Vision Systems will, if possible and reasonable, inform the Supplier of the content and scope of the recall measures and allow the Supplier to comment.

9.4 If Ark Vision Systems or its customer is held liable for product liability or defects by third parties, the Supplier must indemnify Ark Vision Systems against all claims asserted by third parties against Ark Vision Systems, provided the damage was caused by a defect or fault in the Supplier's products.

9.5 The Supplier is obligated to obtain insurance against the risks associated with product liability for the delivered goods in an appropriate amount and provide evidence of the insurance coverage to Ark Vision Systems upon request.

9.6 If the Supplier is responsible for a violation of third-party intellectual property rights or applications for such rights through the use of the goods, the Supplier shall be liable and indemnify Ark Vision Systems against all third-party claims resulting from such infringements.

9.7 The contractual parties shall inform each other immediately upon becoming aware of any risks of infringement or alleged infringements of intellectual property rights.

### § 10 Ownership, Provision, Mixing

10.1 If Ark Vision Systems provides materials or substances, they remain the property of Ark Vision Systems. Processing or transformation by the Supplier is carried out for Ark Vision Systems. If Ark Vision Systems' materials are combined with other items not belonging to it, Ark Vision Systems acquires co-ownership of the new item in proportion to the value of its materials to the other combined items at the time of processing.

10.2 If the item provided by Ark Vision Systems is inseparably mixed with other items not belonging to Ark Vision Systems, Ark Vision Systems acquires co-ownership of the new item in proportion to the value of its reserved items to the other mixed items at the time of mixing. If the mixing is such that the Supplier's item is regarded as the main item, it is agreed that the Supplier shall transfer proportional ownership to Ark Vision Systems, and the Supplier shall store the sole or co-ownership for Ark Vision Systems free of charge.

### § 11 Non-Disclosure Agreement, Confidentiality

11.1 Before accepting any drawings, plans, samples, tools, etc., the Supplier must sign a non-disclosure agreement (NDA) with Ark Vision Systems. If the NDA was not provided during the initial contact, the Supplier is obligated to request it from Ark Vision Systems.

- 11.2 Drawings, plans, samples, tools, etc., that remain the property of Ark Vision Systems may not be made accessible to third parties, distributed, or used for purposes other than those specified by Ark Vision Systems without Ark Vision Systems' explicit written consent.
- 11.3 The Supplier is obligated to treat all information obtained from Ark Vision Systems as a trade secret and not to make it accessible to third parties or expose it to unauthorized access. This confidentiality obligation does not apply if the information becomes publicly known or was already known to the Supplier without a contractual violation before the contract was concluded.

## § 12 Minimum Wage Act

- 12.1 The Supplier undertakes to comply with all obligations imposed on it and its subcontractors under the Minimum Wage Act when fulfilling orders for Ark Vision Systems. As proof of compliance with these obligations, the Supplier must sign the Ark Vision Systems Exemption and Obligation Declaration before executing orders. If the Supplier did not receive this document during the initial contact, it must request it from Ark Vision Systems.
- 12.2 The Supplier shall indemnify Ark Vision Systems from all claims and demands made by third parties, including but not limited to demands from the Supplier's employees, employees of further subcontractors and temporary employment agencies, and authorities, including any legally enforceable fines and related legal prosecution and defense costs, provided the claims or demands are based on an alleged violation of obligations under the Minimum Wage Act by the Supplier or a subcontractor engaged by the Supplier.

## §13 Final Provisions

- 13.1 German law applies. The provisions of the UN Sales Convention and conflict of law rules that refer to another legal system do not apply. If copies of these Purchase Terms are created in languages other than German, the German version is binding for both Ark Vision Systems and the Supplier.
- 13.2 Side agreements, amendments, or supplements require written form to be effective, as does the waiver of the written form requirement. The written form under these Purchase Terms includes email and fax.
- 13.3 The place of performance is Merenberg. The court of jurisdiction for disputes arising from or in connection with the contractual relationship between Ark Vision Systems and the Supplier is Limburg an der Lahn, provided the contract partner is a merchant, a legal entity under public law, or a special fund under public law.
- 13.4 In addition, the General Terms and Conditions of Ark Vision Systems GmbH & Co. KG (AGB), which can be viewed at any time on the Ark Vision Systems website [www.ark-vision-systems.de](http://www.ark-vision-systems.de), apply as a supplement.
- 13.5 If any provision of these Purchase Terms is or becomes invalid, the validity of the remaining provisions remains unaffected.