

1. Definitions

In this document: (a) "Affiliate(s)" shall mean as regards OLEDWorks GmbH ("OLEDWorks") and Supplier affiliated companies in the sense of sec. 15 et seq. of the German Stock Corporation Act (*AktG*); (b) "Agreement" shall mean any binding contract between OLEDWorks and the Supplier; (c) "Goods" shall mean both tangible and intangible goods, including software and related documentation and packaging. References to Goods shall, where appropriate, be deemed to include Services (as defined below); (d) "OLEDWorks" shall mean OLEDWorks or the purchasing Affiliate of OLEDWorks identified in OLEDWorks' order; (e) "Services" shall mean the services to be performed by Supplier for OLEDWorks under the Agreement, including both services under service contracts (*Dienstleistungen*) as well as under work contracts (*Werkleistungen*); (f) "Supplier" shall mean each person or entity (including, where relevant, its Affiliates) that enters into the Agreement.

2. Applicable Provisions, Conclusion of Contracts

2.1. The contractual relationship between OLEDWorks and Supplier shall be governed by these General Conditions of Purchase and any other written agreements, including its respective annexes, amendments and supplements thereto, including, without limitation, the agreed purchase order between OLEDWorks and Supplier (the "Agreed Purchase Order") and any framework purchase agreement (the "Framework Purchase Agreement").

2.2. The Agreed Purchase Orders shall be effected by means of purchase orders created by OLEDWorks (each a "Purchase Order") and acceptance by the Supplier, whether by confirmation (the "Purchase Order Confirmation"), delivery of goods or performance of services. Supplements and amendments by the Supplier shall be deemed to be a new offer pursuant to sec. 150 para. 2 German Civil Code (*BGB*) and must be accepted by OLEDWorks in writing to become effective. In no case shall OLEDWorks' silence be deemed to be an acceptance of a Modified Order.

Any Agreement may only be amended by a written document signed by OLEDWorks. No other statement or communication by Supplier shall amend or supplement the Agreements or otherwise affect it.

2.3. If the Supplier does not confirm the Purchase Order within five (5) working days upon receipt, OLEDWorks shall be entitled to revoke the Purchase Order.

2.4. OLEDWorks is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier. Course of performance, course of dealing, and usage of trade shall not be applied to amend these General Conditions of Purchase.

2.5. Costs incurred by Supplier in preparing and submitting any acceptance of OLEDWorks' offer shall be for the account of Supplier.

3. Time of the Essence

Time is of the essence and all dates referred to in the Agreement shall be firm. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement, Supplier shall promptly notify OLEDWorks in writing.

4. Delivery of Goods

4.1. Unless expressly agreed otherwise in writing, all Goods shall be delivered FCA (named port or place of departure) according to Incoterms 2020 except that maritime transport shall be delivered FOB (named port of shipment), as defined in the Incoterms 2020, final destination determined by OLEDWorks.

4.2. Delivery shall be completed as per the applicable Incoterms 2020 clause, but this shall not constitute acceptance of the Goods.

4.3. Supplier shall, concurrently with the delivery of the Goods, provide OLEDWorks with copies of all applicable licenses. Each delivery of Goods to OLEDWorks shall include a packing list which contains at least

(i) the applicable order number, (ii) the OLEDWorks part number, (iii) the quantity shipped, and (iv) the date of shipment.

4.4. Supplier shall make no partial delivery or delivery before the agreed delivery date(s) without the prior express written consent of OLEDWorks. OLEDWorks reserves the right to refuse delivery of Goods and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery or in the rate of shipment. OLEDWorks shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to delivery in accordance with the Agreement.

4.5. Any design, manufacturing, installation or other work to be performed by or on behalf of Supplier under the Agreement shall be executed with good workmanship and using proper materials.

4.6. Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and OLEDWorks' specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for OLEDWorks. The Supplier shall be liable for loss and all damage resulting from inadequate storage, packaging, transportation and handling of the Goods; in particular, the Supplier shall not refer OLEDWorks to any claims for damages against the common freight carrier. If OLEDWorks and the Supplier do not reach an agreement on the type of packaging and shipping, the Supplier shall choose the safest shipping and packaging method customary in trade.

5. Changes to Goods

Supplier shall not, without prior written consent of OLEDWorks, make any changes affecting Goods, including process, material or design changes, changes to manufacturing processes (including geographic location) changes affecting electrical performance, mechanical form or fit, function, environmental compatibility, chemical characteristics, life, reliability or quality of Goods or changes that could have significant impact upon Supplier's quality system.

6. Manufacturing of Goods, Performance of Services, Liability for Third Parties

6.1. Supplier shall manufacture the Goods and perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff.

6.2. Only written confirmation by OLEDWorks shall constitute acceptance of the Services performed.

6.3. Supplier shall have unlimited liability for all third parties, to the extent Supplier involves such third parties in the manufacture of the goods, the performance of the services, or in connection with the contract. The obligation of the supplier to obtain OLEDWorks' approval to involve the third party remains unaffected hereby.

7. Inspection, Testing, Rejection of Goods

7.1. Inspection, testing of or payment for the Goods by OLEDWorks shall not constitute acceptance. Inspection or acceptance of or payment for the Goods by OLEDWorks shall not release Supplier from any of its obligations, representations or warranties under the Agreement.

7.2. OLEDWorks may, at any time, inspect the Goods or the manufacturing process for the Goods. If any inspection or test by OLEDWorks is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of OLEDWorks' inspection personnel. In deviation from sec. 442 para. 1 sentence 2 of the German Civil Code (*BGB*), OLEDWorks shall be entitled to claims for defects without limitation even if the defect remained unknown to OLEDWorks at the time of conclusion of the contract/the Agreed Purchase Order due to gross negligence

7.3. OLEDWorks shall inspect the Goods delivered for apparent undamaged condition and completeness within a reasonable time. The duty of examination of OLEDWorks shall be limited to defects which become apparent during the inspection of incoming goods under external examination including the delivery documents (especially

transport damages, wrong and short delivery), in particular no random sampling or other examination shall be necessary in which the goods are damaged or destroyed. In case of obvious defects, notice of defects (*Rüge*) shall be deemed to be prompt and timely if OLEDWorks notifies the Supplier within fourteen (14) working days upon receipt of the Goods. In case of hidden defects, notice of defects (*Rüge*) shall be deemed to be prompt and timely if OLEDWorks notifies the Supplier within fourteen (14) working days upon discovery. If OLEDWorks does reject any of the Goods or Services, Section 11 below shall apply. Within five (5) days from such notification, Supplier shall collect the Goods from OLEDWorks at its own expense or shall promptly perform the Services in accordance with OLEDWorks' instructions. If Supplier does not collect the Goods within said five (5) days period, OLEDWorks may have the Goods delivered to Supplier at Supplier's cost and risk, or with the Supplier's prior consent may destroy the Goods, without prejudice to any other right or remedy OLEDWorks may have under the Agreement or at law.

7.4. If, as a result of sampling inspection, any portion of a lot or shipment of like or similar items is found not to conform to the Agreement, OLEDWorks may reject and return the entire shipment or lot without further inspection or, at its option, complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or exercise the right of abatement (*Minderungsrecht*)) and charge Supplier the cost of such inspection.

8. Transfer of Ownership, Prices; Payment

8.1. Unless provided otherwise, title in the Goods shall pass to OLEDWorks at the time risk is transferred to OLEDWorks at the time of transfer of risk (*Gefahrübergang*) (in accordance to the applicable Incoterms clause).

8.2. All prices quoted in the Agreement shall be fixed prices between the Supplier and OLEDWorks. Supplier warrants that such prices are not in excess of the lowest prices charged by Supplier to other similarly situated customers for similar quantities of Goods or Services of like kind and quality. 8.3. All prices are net amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax only. If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, GST, consumption tax or any other similar tax, Supplier may charge VAT, sales tax, GST, consumption tax or any other similar tax to OLEDWorks, which shall be paid by OLEDWorks in addition to the prices quoted. Supplier is responsible for paying any applicable VAT, sales tax, GST, consumption tax or any other similar tax to the appropriate (tax) authorities. At or after the time delivery has been completed but ultimately within two (2) from delivery, Supplier shall issue an invoice meeting all applicable legal and fiscal requirements and which shall contain: (i) the OLEDWorks Purchase Order number, and (ii) wording that shall allow OLEDWorks to take advantage of any applicable "input" tax deduction. In addition, Supplier shall inform OLEDWorks whether OLEDWorks is allowed to apply for a tax exemption if and to the extent allowed under applicable law in such specific situation.

8.4. License fees shall be included in the price.

8.5 Subject to the acceptance of the Goods and/or Services by OLEDWorks, and unless provided otherwise in the Purchase Order, payment shall be made as follows: (a) if the OLEDWorks ordering entity is located in EU, within sixty (60) days from receipt of the correct invoice; or (b) if the OLEDWorks ordering entity is located in APAC or LATAM (except for Brazil), within ninety (90) days from the end of the month of the receipt of the correct invoice in accordance with 8.3 in the proper form; or (c) if the OLEDWorks ordering entity is located in another part of the world or Brazil, within sixty (60) days from the end of the month of the receipt of the correct invoice in accordance with 8.3 in the proper form.

8.6. If Supplier fails to fulfill any of its obligations under the Agreement, OLEDWorks may suspend payment to Supplier upon notice to Supplier.

8.7. OLEDWorks and any of its Affiliates shall at all times have the right to set-off any amounts that any OLEDWorks Affiliate owes to Supplier or its Affiliates under this Agreement with any amounts that Supplier or its Affiliates owe to any Affiliate of OLEDWorks under the Agreement or any other agreement. Supplier unconditionally accepts all payments by way of setting off amounts between Supplier and its Affiliates and any Affiliate of OLEDWorks.

8.8. Supplier acknowledges and agrees that any amount to be paid by OLEDWorks to Supplier may be paid on OLEDWorks' behalf by another Affiliate of OLEDWorks and/or a third party designated by OLEDWorks. Supplier shall treat such payment as if it were made by OLEDWorks itself and with payment effect for and on behalf of OLEDWorks..

9. Warranty

9.1. Supplier represents and warrants to OLEDWorks that:

- (a) all Goods are suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, material, construction and workmanship;
- (b) all Goods strictly comply with the specifications, approved samples and all other requirements under the Agreement;
- (c) all required licenses in relation to the Goods are and shall remain valid and in place, that the scope of such licenses shall properly cover the intended use of the Goods and all such licenses shall include the right to transfer and the right to grant sublicenses;
- (d) all Goods shall be free from any and all liens and encumbrances; all Goods have been designed, manufactured and delivered, and all Services have been provided in compliance with all applicable laws and regulations, including, but not limited to § 5 of the Electric and Electronic Appliances Act (*Elektrogesetz*), environmental, industrial health and safety regulations and accident prevention regulations, labor laws, the Technical Equipment and Consumer Products Security Act (*Geräte- und Produktsicherheitsgesetz*), regulations, EC Directive 2001/95 on General Product Safety and the then current Supplier Sustainability Declaration if any; as well as that Goods and Services are provided with and accompanied by all information and instructions necessary for proper and safe use;
- (e) all its packaging, components and/or Goods supplied to OLEDWorks comply with the Regulated Substances List ("RSL"), which will be sent to Supplier upon its first written request. Supplier shall furnish to OLEDWorks any information required to enable OLEDWorks to comply with such laws, rules, and regulations in its use of the Goods and Services. Supplier agrees that, upon request of OLEDWorks, it shall register and use BOMcheck (www.bomcheck.net) to make substance compliance declarations including ROHS, REACH and other applicable regulatory requirements by making declarations in BOMcheck to fully comply with the OLEDWorks RSL, unless otherwise agreed with OLEDWorks;
- (f) it will also adhere to future RSL changes following notification from BOM-check or other non-registered correspondence and is and will be fully compliant with the updated OLEDWorks RSL within three (3) months of receiving the notification, unless otherwise agreed with OLEDWorks. OLEDWorks may reject deliveries that do not comply with these requirements;
- (g) the Goods will be accompanied by written and detailed specifications of the composition and characteristics of the Goods, to enable OLEDWorks to transport, store, process, use and dispose of such Goods safely and in compliance with law;
- (h) These warranties expressly include those according to Section 15.2.

9.2. These warranties are not exhaustive and shall not be deemed to exclude any warranties set by law, Supplier's standard warranties or other rights or warranties which OLEDWorks may be entitled to, but shall be in addition. These warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods, and shall extend to OLEDWorks and its customers. Acceptance of, or payment for, all or any

part of the Goods or Services furnished under the Agreement shall not be deemed to be a waiver of OLEDWorks' rights, claims and remedies in case of breach of warranty.

9.3. The contractual and statutory warranties will subsist for a period of thirty-six (36) months from the date of delivery as per Section 4.2, or such other period as agreed in the Agreement (the "Warranty Term").

9.4. In the event of rectification of defects or replacement delivery (*Nacherfüllung*) within the Warranty Term, the Warranty Term for the repaired or replaced Goods shall recommence from the respective installation, but shall not exceed forty-two (42) months after delivery.

10. Open Source Software Warranty

Unless the inclusion of Open Source Software is specifically authorized in writing by duly authorized representatives of OLEDWorks and unless otherwise stated in the Agreement, Supplier represents and warrants that the Goods do not include any portion of any Open Source Software. As used herein, "Open Source Software" shall mean:

(a) any software that requires as a condition of use, modification and/or distribution of such software, that such software: (i) be disclosed or distributed in source code form;

(ii) be licensed for the purpose of making derivative works;

(iii) may only be redistributed free from enforceable intellectual property rights; and/or

(b) any software that contains, is derived from, or statically or dynamically links to, any software specified under Section 10(a).

11. Non-conformity of Goods or Services

11.1. If any Goods or Services are defective or otherwise do not conform to the warranties and any other requirements of the Agreement or otherwise provided by Supplier, OLEDWorks may, without prejudice to any other right or remedy available to it under the Agreement or according to law (including but not limited to claims for further damages regard- less):

a) demand Supplier to - at OLEDWorks' discretion - either promptly repair or re- place the nonconforming Goods free of charge (*Nacherfüllung*); and

b) reduce the agreed price (*Minderung*) or rescind the Agreement in whole or in part (*Rücktritt*) or claim damages instead of performance if repair or replacement is still not or not successfully effected after expiry of a reasonable period of grace set by OLEDWorks; however, rescinding the Agreement does not disentitle OLEDWorks to claim damages instead of performance in addition; or

c) in cases where the Supplier, due to special urgency, cannot be informed and requested by OLEDWorks to repair or replace within a period of grace, OLEDWorks may itself repair or replace the nonconforming Goods at the Supplier's cost.

11.2. Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods and Services and its replacements, and shall reimburse OLEDWorks in respect of all costs and expenses (including, without limitation, inspection, disassembling, installation, handling and storage costs) incurred by OLEDWorks in connection therewith.

OLEDWorks may also claim reimbursement of costs incurred in connection with investigations if OLEDWorks is forced by the above-average incidence of defects to perform an incoming goods inspection beyond the usual random samples. In the case of defects that only become apparent during the processing of the goods by OLEDWorks or only during use, OLEDWorks is entitled to claim reimbursement of useless expenses.

11.3. Further or other contractual or statutory rights or claims (including claims for damages of any kind) remain unaffected by the above provisions.

12. Damage caused by delay and consequential damage

12.1. The Supplier shall compensate OLEDWorks for all damages caused by delay and consequential damages. This shall not apply to loss of profit from interruption of business.

12.2. In particular, OLEDWorks shall have the right to claim against the Supplier for any delay or consequential damages that OLEDWorks may suffer as a result of claims brought against it by any contracting party of OLEDWorks due to OLEDWorks' failure to meet delivery dates, if such failure to meet delivery dates is due to Supplier's failure to meet delivery dates vis-à-vis OLEDWorks for reasons for which the Supplier is responsible (*zu vertreten hat*). In addition, OLEDWorks may also have recourse against the Supplier in the amount of the respective other damage. In addition, the Supplier undertakes to exempt (*freistellen*) OLEDWorks - in each case upon first request - from all claims of third parties against OLEDWorks within the meaning of this Section 12.2 sentence 1. This shall not apply if the Supplier is not responsible (*nicht zu vertreten hat*) for non-compliance with the delivery date.

12.3. In the case of slight negligence, compensation is limited to additional freight costs and the retrofitting costs as well as, after fruitless setting of a grace period (*Nachfrist*) or in the event of loss of interest in the delivery, to the additional expenses for covering purchases.

12.4. In the event of delay or failure to deliver, OLEDWorks is entitled to withdraw from the respective Agreed Purchase Order within the framework of the statutory provisions.

12.5. If the Supplier repeatedly defaults on his obligations so that OLEDWorks cannot reasonably be expected to continue this Agreement, OLEDWorks may terminate the Agreement without notice period for good cause in writing.

13. Product liability, product recall

13.1. If the Supplier is responsible for a product defect, the Supplier shall exempt (*freistellen*) OLEDWorks against any claims for damages by third parties - in each case upon first request - provided that the cause lies within the Supplier's sphere of control and organization. The Supplier shall reimburse OLEDWorks for all necessary expenses in connection with the claim.

13.2. If OLEDWorks is obliged to recall a Product because of a defect in a Product, Supplier shall bear all expenses necessary in connection with the recall, provided that such expenses are due to the defectiveness of the Products.

14. Liability

14.1. The Supplier is liable for all damages for which he is responsible (*zu vertreten hat*) in the course of the performance of this Agreement and the Agreed Purchase Orders.

14.2. Supplier's liability shall be excluded to the extent that OLEDWorks has effectively limited its liability to its customer.

15. Property and Intellectual Property

15.1. All machinery, tools, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or for OLEDWorks for use in the performance of the Agreement (the "Items"), shall be and remain the sole exclusive property of OLEDWorks. All machinery, tools, drawings, specifications, raw materials and any other property or materials whose ownership the Supplier is obliged to transfer to OLEDWorks shall at the time of payment and after manufacture become the sole exclusive property of OLEDWorks. If OLEDWorks' property is processed to form a new item, any processing shall take place on behalf of OLEDWorks, and if Supplier acquires (co-)ownership by combining or mixing the goods, it hereby assigns that portion to OLEDWorks. The transfer of possession shall be replaced by Supplier safekeeping the items for OLEDWorks free of charge. OLEDWorks' property shall not be furnished to any third party without OLEDWorks' prior written consent, and all information with respect thereto shall be confidential and proprietary information of OLEDWorks. In addition, any and all of the foregoing items shall be used solely for the purpose of fulfilling orders from OLEDWorks, shall be marked as owned

by OLEDWorks, shall be securely held at Supplier's risk and expense, shall be kept in good condition and, if necessary, shall be replaced by Supplier at Supplier's expense, shall be subject to periodic inventory check by Supplier as reasonably requested from time to time by OLEDWorks, and shall be returned promptly upon OLEDWorks' first request. Items in replacement for OLEDWorks' property shall become the sole exclusive property of OLEDWorks. Transfer of possession shall be replaced by Supplier safekeeping the items for OLEDWorks free of charge. If the Supplier places an order with a subcontractor – if approved by OLEDWorks – for the manufacture of tools, machinery or models for the execution of this Agreement, and OLEDWorks pays for the tools, machinery or models, then the Supplier shall assign to OLEDWorks his claim against the subcontractor for transfer of ownership in such tools, machinery or models. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own expense all machinery, tools, and raw materials necessary to perform its obligations under the Agreement.

15.2. Supplier represents and warrants to OLEDWorks (i) that the Goods and Services do not and shall not, alone or in any combination, infringe or violate any patent, trademark, copyright (including portrait rights and moral rights), trade name, trade secret, license or other proprietary right of any other party (including Supplier's employees and subcontractors) in Germany or abroad, and (ii) that it holds all rights, title and interest necessary to license to OLEDWorks any intellectual property right (including patents, trademarks, copyrights, trade names, trade secret, licenses or other proprietary right) of every component of the Goods and/or Services provided to OLEDWorks, as a whole or as integrated part of another Good/Service, including but not limited to machinery, tools, drawings, designs, software, demos, moulds, specifications or pieces.

15.3. OLEDWorks shall retain all rights in any samples, data, works, materials and intellectual and other property provided by or for OLEDWorks to Supplier. All rights, titles and interest, including all intellectual property rights and copyrights, in data, reports, works, inventions, know-how, software, improvements, designs, tools, machinery, drawings, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work product or intermediate versions thereof produced or acquired by Supplier, its personnel or its agents for OLEDWorks under the Agreement (the "Work Product") shall become OLEDWorks' sole exclusive property at the same time as the transfer of ownership of the Goods or the performance of the Services. OLEDWorks will be granted the irrevocable, exclusive right to use any copyright protected Work Product in an unmodified or modified form in all ways it may choose, and shall be entitled to transfer such rights. At OLEDWorks' request, OLEDWorks shall also be granted the irrevocable, exclusive right to use – including the right to modify and transfer - for any type of use which had not been known at the conclusion of the Agreement. Any additional fee to the creator for this grant of rights shall be, to the extent permissible by law, aligned with the additional benefit OLEDWorks has from the additional type of use, and shall be calculated in comparison to the remuneration calculated for the rights of use for such types of use known at the conclusion of the Agreement. Supplier shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Section 15.3.

15.4. Supplier shall not have any right, title or interest in or to any of OLEDWorks' samples, data, works, materials, trademarks and intellectual and other property nor shall the supply of Goods and/or Services alone or in any combination, or the supply of packaging containing OLEDWorks' trademarks or trade names give Supplier any right or title to these or similar trademarks or trade names. Supplier shall not use any trademark, trade name or other indication in relation to the Goods or Services alone or in any combination without OLEDWorks' prior written approval and any use of any trademark, trade name or other indication as authorized by OLEDWorks shall be strictly in

accordance with the instructions of and for the purposes specified by OLEDWorks.

15.5. Supplier shall not, without OLEDWorks' prior written consent, publicly make any reference to OLEDWorks, whether in press releases, advertisements, sales literature or otherwise.

16. Intellectual Property Indemnification

16.1. Supplier shall indemnify and exempt (*freistellen*) OLEDWorks - in each case upon first request -, its Affiliates, agents and employees and any person selling or using any of OLEDWorks' products in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Goods or Services alone or in any combination or their use infringes any patent, trademark, copyright (including portrait rights and moral rights), trade name, trade secret, license or other proprietary right of any other third party or any intellectual property right, or – at OLEDWorks' discretion –, shall defend any such claim at Supplier's own expense.

16.2. OLEDWorks shall give Supplier prompt written notice of any such claim of a third party. Supplier shall provide all assistance in connection with any such claim as OLEDWorks may reasonably require. Any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay.

16.3. If any Goods or Services alone or in any combination, supplied under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as requested by OLEDWorks and at the Supplier's own expense: either

- (a) procure for OLEDWorks or customers the right to continue using the Goods or Services alone or in any combination; or
- (b) replace or modify the Goods or Services alone or in any combination with a functional, non-infringing equivalent.

16.4. If Supplier is unable either to procure for OLEDWorks the right to continue to use the Goods or Services alone or in any combination or to replace or modify the Goods or Services alone or in any combination in accordance with the above, OLEDWorks may terminate the Agreement and upon such termination, Supplier shall reimburse to OLEDWorks the price paid, without prejudice to Supplier's obligation to indemnify and exempt (*freistellen*) OLEDWorks as set forth herein.

17. Indemnification, Exemption (*Freistellung*)

Supplier shall indemnify and exempt (*freistellen*) OLEDWorks - in each case upon first request -, its Affiliates, agents and employees and anyone selling or using any of OLEDWorks' products, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to indirect, incidental, consequential damages), whether arising before or after completion of the delivery of the Goods or performance of the Services covered by the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Goods or Services furnished by Supplier to OLEDWorks under the Agreement.

18. Compliance with Laws

Supplier shall at all times comply with all laws, rules, regulations, and ordinances applicable to the Agreement, including, but not limited to, all fair labor, equal opportunity, and environmental compliance laws, rules, regulations, and ordinances. Supplier shall furnish to OLEDWorks any information required to enable OLEDWorks to comply with any applicable laws, rules, and regulations in its use of the Goods and Services. If Supplier is a person or legal entity doing business in the United States, and the Goods and/or Services are sold to OLEDWorks under federal contract or subcontract, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts are hereby incorporated by reference.

Additionally, if Supplier is a person or legal entity doing business in the United States, the Equal Employment Opportunity Clauses set forth in 41 Code of Federal Regulations, Chapters 60-1.4, 60-250.5, and 60-741.5, are hereby incorporated by reference.

19. Personal Data

19.1. Where Supplier in the performance of the Agreement processes personal data (as defined by applicable law) of OLEDWorks' employees, contractors or business partners, then Supplier agrees and warrants that Supplier shall:

- (a) comply with all privacy and data protection law and regulations applicable to its Services.
- (b) process Personal Data only insofar necessary for the Services rendered to OLEDWorks and as permitted or required by law;
- (c) keep the Personal Data confidential;
- (d) take appropriate technical, physical and organizational security measures to protect the Personal Data against loss, unauthorized or unlawful processing; and
- (e) promptly inform OLEDWorks of any actual or suspected security incident involving the Personal Data.

19.2 Supplier shall ensure that subcontractors - if approved by OLEDWorks - are bound by obligations that provide a similar level of protection as this Section 19.

19.3 Supplier shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.

19.4 Supplier shall indemnify and exempt (*freistellen*) OLEDWorks - in each case upon first request -, their officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of Sections 19.1, 19.2 and 19.3.

20. Export Controls Compliance

20.1. Supplier agrees and warrants that it will comply with all applicable international and national export control laws and regulations and it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.

20.2. Supplier agrees to inform OLEDWorks in writing whether or not the supplied information, goods, software and/or technology is US controlled and/or controlled under the export control laws of its own country, and if so, Supplier will inform OLEDWorks about the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or CCATS as applicable).

20.3. Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide OLEDWorks with all information required to enable OLEDWorks and its customers to comply with such laws and regulations.

20.4. Supplier agrees to indemnify and exempt (*freistellen*) OLEDWorks from any claims, liabilities, penalties, forfeitures, and associated costs and expenses

(including attorney's fees), which OLEDWorks may incur due to Supplier's non-compliance with applicable laws, rules and regulations. Supplier agrees to notify OLEDWorks promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may indirectly or directly affect OLEDWorks.

21. Customs Compliance

21.1. On an annual basis, or upon earlier request of OLEDWorks, Supplier shall provide OLEDWorks with a supplier declaration of origin in relation {00175360 2 }

to the Goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations, including those of the United States. In particular, the declaration should explicitly mention whether the Goods, or part thereof, have been produced in the United States or originate in the United States. Dual-use Goods, or otherwise classified Goods supplied by Supplier should be clearly identified by their classification code.

21.2. For all Goods that qualify for application of Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of the Supplier to deliver products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential certificate of origin/invoice declaration) to confirm the preferential status of origin.

21.3. Supplier shall mark every Good (or the Good's container if there is no room on the Good itself) with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt. If any Goods are imported, Supplier shall when possible allow OLEDWorks to be the importer of record. If OLEDWorks is not the importer of record and Supplier obtains duty drawback rights to the Goods, Supplier shall, upon OLEDWorks request, provide OLEDWorks with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to OLEDWorks.

22. Limitation of Liability

OLEDWORKS SHALL NOT BE LIABLE, UNDER ANY THEORY OF LIABILITY, FOR DAMAGES, WHICH INCLUDE WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OF IMAGE OR LOST DATA EXCEPT FOR GROSS NEGLIGENCE, INTENT, AND IN CASES OF INJURY TO LIFE, BODY OR HEALTH. OLEDWORKS SHALL NOT BE LIABLE TO SUPPLIER, ITS SUCCESSORS OR ASSIGNS FOR DAMAGES IN EXCESS OF THE AMOUNT DUE TO SUPPLIER FOR COMPLETE PERFORMANCE UNDER THE AGREEMENT, LESS ANY AMOUNTS ALREADY PAID TO SUPPLIER BY OLEDWORKS.

23. Force Majeure

In the event that OLEDWorks and/or Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of OLEDWorks and/or Supplier) and if it has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. OLEDWorks shall be entitled to terminate the Agreement with immediate effect by written notice to Supplier, immediately if the context of the non-performance of its obligations justifies immediate termination (or withdrawal (*Rücktritt*) respectively), and in any event if the circumstance constituting force majeure endures for more than three (3) months. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods or Services to be supplied.

24. Suspension and Termination

Without prejudice to any other right or remedy available to OLEDWorks under the Agreement or at law, OLEDWorks shall be entitled at its discretion to suspend the performance of its obligations under the Agreement in whole or in part or to terminate (or withdraw (*zurücktreten*)) the Agreement in whole or in part by means of written notice to Supplier in the event that:

- (a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;

(b) insolvency proceedings, bankruptcy administration, liquidation or similar proceedings are opened over the assets of the Supplier

(c) Supplier ceases or threatens to cease to carry on business in the ordinary course;

(d) Supplier responsibly (*schuldhaf*) and persistently breaches any of its obligations under the Agreement to a considerable extent and, if a warning notice is required, does not refrain from breaching its obligations despite the warning notice.

25. Confidentiality

25.1. Supplier agrees to treat as confidential the business relationship with OLEDWorks, including the existence of the respective Agreement and its content, and all non-public information disclosed to Supplier by or on behalf of OLEDWorks in connection with the business relationship, including any information created by Supplier for OLEDWorks (the "Confidential Information").

25.2. All Confidential Information shall be used by Supplier only for the purposes of the Agreement and must not be disclosed to any third party. Supplier shall protect OLEDWorks' information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care.

25.3. All Confidential Information shall remain the property of OLEDWorks and Supplier shall, upon OLEDWorks' request, promptly return to OLEDWorks all Confidential Information or destroy it and shall not retain any copy thereof.

25.4. The obligation to maintain confidentiality with regard to the Confidential Information remains in force after the end of the business relationship.

25.5. Any subcontractor of the Supplier - if approved by OLEDWorks - shall be bound accordingly.

25.6. Any mention of OLEDWorks by Supplier in connection with the business relationship shall require the prior written consent of OLEDWorks.

26. Miscellaneous

26.1. Supplier will maintain comprehensive or commercial general liability insurance (including products liability, property damage and personal injury liability, and any other liability as may be reasonably requested by OLEDWorks). Unless otherwise agreed, a minimum limit of five million Euro for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or Services or acts or omissions of Supplier. Such insurance policies will be written with appropriately licensed and financially responsible insurers. In addition, the Supplier is obliged to maintain at its own expense a business liability insurance with a minimum coverage of five (5) million euros. Supplier shall inform OLEDWorks of any termination, withdrawal or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to OLEDWorks upon OLEDWorks' request.

26.2. Supplier shall provide Goods and render Services hereunder as an independent contractor and not as an agent of OLEDWorks and nothing contained in the Agreement is intended to create a joint venture or employment relationship between the parties irrespective of the extent of economic dependency of Supplier on OLEDWorks.

26.3. Supplier shall not subcontract, transfer or assign any of its rights or obligations under the Agreement without the prior written consent of OLEDWorks. Any such pre-approved subcontracting, transfer, pledge or assignment shall not release Supplier from its obligations under the Agreement.

26.4. Supplier shall provide OLEDWorks written notice of all product discontinuances twelve (12) months prior to the last order date,

whereby the notice shall as a minimum contain OLEDWorks part numbers, substitutions, and last order and shipment dates.

26.5. Neither the failure nor the delay of OLEDWorks to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of OLEDWorks to enforce each and every provision of the Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of the Agreement. No waiver, consent, modification or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by OLEDWorks and Supplier.

26.6. Should any provision of this Agreement be invalid or unenforceable in whole or in part, the validity of the remaining provisions of the Agreement shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effect comes as close as possible to the economic purpose of the invalid or unenforceable provision and which the Parties would have reasonably agreed upon had they been aware of the invalidity or unenforceability, taking into account the economic purpose and purpose of this Agreement. The foregoing shall apply accordingly in the event of a contractual gap.

26.7. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Warranty, Intellectual Property, Confidentiality and Personal Data, shall survive.

26.8. The Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany excluding private international law and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

26.9. Supplier and OLEDWorks each consents to (i) the exclusive jurisdiction of the competent courts in Aachen, Germany; or (ii), at the option of OLEDWorks, of the competent courts of the place of residence of Supplier to which the order was placed, or (iii), at the option of OLEDWorks, for arbitration in which case Section 26.10 applies. Supplier hereby waives all defenses of lack of personal jurisdiction and forum non-convenience.

26.10. If so chosen by OLEDWorks in accordance with Section 26.9, any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of Arbitration, which Supplier and OLEDWorks declare to be known to them. Supplier and OLEDWorks agree that: (i) the appointing authority shall be the ICC International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in Aachen, Germany, or, at the option of OLEDWorks, the jurisdiction of the Supplier's entity having received the order; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Section 26.8.

OLEDWORKS GENERAL CONDITIONS OF PURCHASE – GERMANY

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