

LUMENSIA SENSORS SL

General terms and conditions of purchase of Lumensia Sensors SL ("Lumensia")

1. General application

These terms of purchase are applicable to all purchases of LUMENSIA goods and services and exclude any others. The general contracting conditions of the supplier that differ from them shall only be considered accepted when LUMENSIA confirms them in writing. The acceptance of supplies or benefits of the supplier (hereinafter: object of the contract), including its payment, does not imply any approval of the terms of sale of the Supplier.

2. Closing and modification of the contract

- 2.1 Orders, contracts and programs, as well as their modifications and extensions, must all be put in writing.
- 2.2 Verbal agreements of all kinds reached after the closing of the contract, especially modifications and supplements after the present conditions of purchase, require the written confirmation of LUMENSIA to acquire validity. The terms of purchase of an agreement or order are kept in effect until their renewal.
- 2.3 Provisions stated by clause 2.1 shall also be considered fulfilled when sent electronically or by fax.
- 2.4 The budgets of costs shall be binding and shall not be remunerated unless otherwise expressly agreed.
- 2.5 LUMENSIA may terminate the order if the supplier does not accept it within two weeks of receipt.
- 2.6 Delivery orders under a wider contract, program or order will be binding if the supplier does not challenge them within 5 working days of receipt.

3. Supply

- 3.1 Deviations from the contracts and orders issued by LUMENSIA are admissible provided that LUMENSIA has given prior written authorization.
- 3.2 The dates and deadlines agreed shall be binding. The date of delivery of the goods determined by LUMENSIA is the deadline for the fulfillment of the supply or deadline. If a different Incoterm (International Commercial Term) 2010 has not been agreed, the parties agree that the supply will be DDP according to Incoterms 2010.
- 3.3 If the supplier has taken over the placement or assembly and unless otherwise has been agreed, the supplier will bear -regardless any reservations that may apply - all the additional costs required such as travel costs, the provision of the tools, as well as the allowances, accommodation and others.
- 3.4 If the agreed dates are not fulfilled, the penalties referred to in paragraph 10 shall apply. 4. If the supplier foresees difficulties in the manufacture or a previous collection of materials, or if its deviations circumstances may hinder the supply within the period and with the agreed qualities, the supplier shall immediately inform the Department of LUMENSIA which made the order.
- 3.5 The unreserved acceptance of a supply or service beyond the agreed time limit shall not imply any waiver of the steps taken to require compensation or to claim for damages arising from such delay. This rule shall apply until the full payment of the compensation owed by LUMENSIA for such supply or benefit is made.
- 3.6 Partial supplies are not permitted unless expressly authorized by LUMENSIA.
- 3.7 In relation to quantities, weights and measures, and regardless other tests, it shall prevail the values obtained through the control of receipt of goods.
- 3.8 In the event of Software that is part of the object of supply of the product, including its documentation, LUMENSIA shall have the right to use it within the terms allowed by the legal framework in force. The aforesaid shall apply regardless the right which empowers LUMENSIA to use it with the agreed delivery characteristics and in the scope necessary for the use of the product in accordance with the contract. Furthermore, LUMENSIA shall be also entitled in all times to make a backup, even without explicitly agreeing to it.

4. Force majeure

The existence of force majeure, labor disputes, business interruptions in which there is no guilt, disturbances, administrative or regulatory measures, and other unavoidable events, shall exempt Lumensia, as long as these circumstances persist, from the obligation to accept deliveries on the agreed date. Also, as long as these circumstances persist for the following two weeks after their completion, LUMENSIA shall be entitled to cancel the contract in whole or in part, regardless its remaining rights, provided that the duration of such circumstances is not irrelevant and its supply requirements are considerably reduced by supplying with other suppliers that are necessary due to such circumstances.

5. Shipping and invoice notification

The indications made in the contracts, orders and delivery programs issued by LUMENSIA will be valid. The invoice must be sent to the address printed in each case (or the email address provided), indicating the invoice number and other characteristics. The invoice may not be attached to the shipment. The following information must appear on the invoices: correct designation of the supplied materials with LUMENSIA reference number(s), date of delivery, company of destination, supplier number, and order number.

6. Clause 6. Pricing and risk transfer.

Unless a special agreement has been adopted, prices shall be deemed to include all expenses until the goods have been deposited at LUMENSIA' facilities or at the agreed delivery point, including the packaging (DDP as per INCOTERMS 2010). The price set will not include the value added tax. The risk of loss and damage of the merchandise shall be borne by the supplier until the time of receipt by LUMENSIA or by the designated person at the point of delivery agreed upon in the contract

7. Payment Terms

Unless expressly agreed otherwise, the payment of invoices shall be made within a period of 60 days. Payment will be made after verifying the invoice.

8. Warranty

- 8.1 The receipt of the goods by LUMENSIA shall be made with the reservation of the right to verify, as soon as it was advisable for the ordinary running of its business activity, that it does not present deficiencies, and especially ensure that it is correct and complete, and in accordance with technical specifications requested by LUMENSIA. Defects and deviations found will be the subject of a claim by LUMENSIA since the time of its discovery. In this context the supplier relinquishes challenging the claims for defects made by LUMENSIA outside the usual deadlines.
- 8.2 The legal provisions concerning eviction and hidden vices shall apply, unless otherwise set forth in the present conditions.

8.3 LUMENSIA bears the right to choose the form of compensation. The supplier may refuse the form of compensation chosen by LUMENSIA when such compensation is only possible by assuming disproportionate costs.

8.4 Unless otherwise expressly regulated, in the event of lack of conformity with the contract, LUMENSIA shall present the supplier with all the legal options at its disposal. Therefore, LUMENSIA will have the right to choose the form of compensation and the supplier will be obliged to accept it unless it may be impossible or disproportionate.

8.5 In cases of urgency, and especially when acting in order to alleviate imminent dangers or to avoid excessive damage, LUMENSIA is empowered to remove the defects detected at the expense of the supplier. The rights arising from the existence of material defects are prescribed after a period of two years, unless the product supplied has been used, within normal use, for building and it has caused its deficiency. The limitation period for the rights arising from the existence of material defects commences on the date of receipt of the goods at the facilities indicated by LUMENSIA.

8.6 In case of eviction, the supplier will exempt LUMENSIA from any claims of third parties, unless it is not attributable to the supplier

8.7 Claims arising from vices expire – except in cases based on bad faith – after 3 years, unless the item provided has been used, within normal use, to construct a building and it has caused its deficiency. The limitation period shall commence with the delivery of the object of the contract (transfer of risk).

8.8 If the supplier fulfils his obligation of compensation by substituting a delivery, the period of limitation corresponding to the goods delivered in substitution will commence immediately the delivery is made, unless when accepting the realization of the compensation the supplier has expressly and justifiably stated that they make the substitute delivery only for reasons of courtesy, to avoid litigation or to maintain the commercial relations of supplying.

8.9 If costs are accrued to LUMENSIA as a result of the defective delivery of the object of the contract, especially costs of transport, displacement, manpower, materials of installations and extensions or from carrying out a control of receipt of goods larger than usual dimensions, the supplier will be responsible for paying such expenses.

9. Product liability

9.1 In the event that responsibilities are imposed on LUMENSIA in relation to a product, the supplier shall exempt LUMENSIA from liability provided that the damage has been caused by a defect in the object supplied. In case of guilty liability, the aforesaid provisions shall apply only if the supplier is liable. Provided that the cause of the damage is within the scope of the provider's responsibilities, it must be proven that it does not fall under their responsibility.

9.2 In the cases stated in paragraph 9.1 the supplier shall assume all costs and expenses, including those which bear the possibility of exercising legal action.

9.3 In the rest of cases legal provisions shall apply.

9.4 Prior to any warning to review that may be wholly or partly a consequence of a deficiency of a contract object delivered by the supplier, LUMENSIA will inform the provider and give them the opportunity to collaborate and keep in contact with them with the aim of efficient implementation of the relevant measures, unless such information and participation are not possible for special urgency. If the warning to review is a consequence of a deficiency of the contract object delivered by the supplier, all the costs arising from such notice will be assumed by the supplier.

9.5 In the event of obsolescence or uncatalogued material, the supplier shall be responsible for providing suitable support to LUMENSIA in order to avoid any kind of damages to LUMENSIA.

10. Resolution and abandonment

10.1 In addition to the general causes of the termination of contracts for serious breach of the obligations arising from the contract and, where appropriate, by hidden vices or defects of the object of sale or supply, LUMENSIA may desist or settle the contract with immediate effect if:

-There is a threat of a fundamental deterioration of the supplier's financial relations and as a result there is a risk that the supplier will not comply with their supply obligations concerning LUMENSIA;

-The object of sale or supply shall be lost in whole or in part before delivery, including by accident or without the fault of the supplier, although in case of partial loss LUMENSIA may choose to claim the existing part by paying its price in proportion to the total agreed amount.

10.2. If the supplier is committed to the delivery of a certain number of products or to the provision of a given service, LUMENSIA will not be obliged to receive a part of it. If LUMENSIA accepts partial delivery, it may terminate the contract with the pending party or alternatively it may request the fulfillment of the contract

10.3. If the supplier does not deliver the object of purchase or supply or does not provide the services within the stipulated period, LUMENSIA may request the fulfillment or revisiting of the contract, with compensation in both cases of the damages that have been provoked by the delay.

10.4 LUMENSIA shall be entitled to claim its supplier for penalties in the event of a delay not justified in the delivery or in the other obligations subject to term or deadline, or in case of defective fulfillment of the obligations assumed by the supplier, and if LUMENSIA does not make use of its power of resolution of the contract, whether total or partial, of the order of order/contract and its total or partial return of the merchandise, if applicable. This will be applicable in a complementary manner to any penalties applicable for breaches of service level which, where appropriate, the parties would have agreed.

11. Performing work tasks

Persons who, in accordance with the contract, perform work on the premises of the LUMENSIA workplace, shall observe the labor and social security provisions and the internal regulations of the company. They shall not be liable for accidents suffered by such persons on the premises of the workstation, unless they were caused by intentional or gross negligence of the legal representatives or executive auxiliaries of LUMENSIA.

12. Contribution of materials and property of LUMENSIA

The materials, parts, containers and special packaging provided free of charge by LUMENSIA will remain their property. All these elements may only be used for their intended purpose. The transformation of these materials and the assembly of these pieces will be made for LUMENSIA. In cases where products are manufactured by mixing LUMENSIA-owned materials and parts with other property of the supplier, it is expressly

agreed that they both acquire a right of coownership proportional to the party corresponding to each of them and in accordance with the value match their respective contributions as far as the final products are concerned. Such final products shall be safeguarded by the supplier for LUMENSIA.

13. Documentation and secrecy

- 13.1 Any kind of commercial or technical information that LUMENSIA makes available to the supplier (including features that are released from objects, documents or software delivered, as well as other knowledge or pieces of experience), provided that there is no proof that it is publicly known, must be made inaccessible to third parties, and in the company of the supplier it can only be made available to persons whose intervention is necessary for the use of the information in order to make the delivery to LUMENSIA. They are equally obliged to confidentiality. This information will remain under the exclusive ownership of LUMENSIA. This information may not be copied or used industrially, without the prior written authorization by LUMENSIA, unless it is used to make the contractual deliveries. When required, all information (possibly including copies or records that have been made) and items on loan must be returned immediately and completely or destroyed. LUMENSIA reserves all rights to information (including copyright and the right to apply for industrial property rights, such as patents, utility models, semiconductor protection, etc.). If access to this information has been granted to LUMENSIA by third parties, this legal reserve is also valid against those third parties.
- 13.2 Products which have been manufactured in accordance with documents designed by LUMENSIA, such as drawings, scale models and the like, by following confidential data from LUMENSIA or with original LUMENSIA tools or copies thereof, may neither be used by the supplier for own use nor to be offered or supplied to third parties. All the aforementioned will also apply to orders for printed materials made by LUMENSIA.
- 13.3 In order to preserve the confidentiality of the information made available by LUMENSIA to the supplier, LUMENSIA hereby reserves the right to demand the supplier's signature of a non-disclosure agreement (NDA), that shall be drafted by LUMENSIA. The supplier's negative to sign such NDA shall empower LUMENSIA to cancel the purchase, excluding any compensation to the supplier.

14. Export and Customs Control

The supplier is obliged to inform LUMENSIA in its commercial documents about possible obligations to request authorizations for the (re) exports of the supplier's products that are subject to national, European or American provisions concerning exportations, as well as the export provisions or customs of the country of origin of the supplier's products. To achieve this, the supplier will be responsible for providing at least the following information regarding the affected positions in their offers;

- The number of the list of double-use products in need of authorization for export, outlined in the legal rules of application,
- For U.S. merchandise, the ECCN (Export Control Classification Number) in accordance with the US Export Administration Regulations (EAR), or any applicable code at any time in the U.S.
- The non-preferential origin of their products and their components, including technology and software,
- If the products have been transported through the United States, produced or stored in the US or manufactured using American technology,
- The statistical number of merchandise (HS code) of its products, and
- The contact person of the company of the provider in charge of responding to possible LUMENSIA queries
- Certificate of origin or similar of the products and/or components supplied.
- Any other suitable information in relation to the Export Control activities (dual use), as well as any governmental authorizations that may be required for such export activities.

At the request of LUMENSIA, the supplier shall, in writing, inform us about all other foreign trade data relating to its products and the components thereof, as well as inform us in writing without delay (before the delivery of the products in question) on all modifications of the above data.

15. Compliance with legislation and regulation

- 15.1 The supplier is obliged to comply with the applicable legislation and regulation, both in Spain and in other countries, as well as tax regulations, the legal provisions applicable to the treatment of workers, the labor and social security law, safety at work, regulating data protection, and taking the necessary measures to reduce the impact of their activities on people and the environment. The supplier undertakes to hand to LUMENSIA, within the five (5) business days after the signature, any contractual document or purchase order, the certification of proof of payments to the Spanish public treasury ("AEAT") and to the Spanish social security ("TGSS").
- 15.2 In the event that a provider violates the law repeatedly despite having received the relevant notice and does not prove to have corrected the violation of the law as far as possible and have taken appropriate measures to avoid repeating such violation in the future, we reserve the right to terminate existing contracts without prior notice.
- 15.3 The supplier guarantees to LUMENSIA that it possesses, whether being the holder or having obtained from its holders, with freedom of limitation and fully in force, all the rights of property, of industrial and intellectual property, licenses, or any other titles necessary to carry out the supply, marketing and delivery of the products supplied or and services carried out as well as those which, where appropriate, are provided to LUMENSIA in the future under the terms of this and which does not infringe legal provision, contract, rights or property of third parties or constitutes unfair competition or are unlawful in any other way. The supplier declares not to be aware that, due to this reason, no claim, complaint, lawsuit or third-party complaint against the supplier or against its transferees, assignors or licensors has been filed or will be filed. The supplier undertakes the responsibility to compensate LUMENSIA for all damages of any nature derived directly or indirectly from the falsehood, inaccuracy, inadequacy or failure to comply with the declarations and guarantees provided by the supplier. Therefore, if LUMENSIA is denounced for infringing the rights of intellectual or industrial property of third parties because of the supplies provided by the supplier, the supplier agrees to take charge of each and every one of the costs that are incurred by the defense before the courts for the rights of LUMENSIA, regardless the compensation for the damages caused by this reason.

16. Delivery point

Delivery point shall mean the place where the goods must be delivered, or where the service must be carried out in accordance with the order. The aforesaid shall apply regardless the right that LUMENSIA holds to modify the delivery point due to operative reasons or project necessities.

17. General Conditions

If a clause of these conditions and of the other agreements reached is or becomes ineffective, this will not affect the validity of the rest of the conditions. The contracting parties are obliged to replace the ineffective clause with a regulation whose economic result is as close as possible.

18. Jurisdiction; Applicable legislation

Any divergence arising from the interpretation and execution of these agreements shall be submitted exclusively to the courts of the city of Valencia at the choice of LUMENSIA. This contract is subject to Spanish legislation, and excludes the application of the Hague Rules (International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading), the United Nations rules on trade and the other existing sales conventions.

19. Conformity of the supplier with these conditions

The delivery of materials by the supplier after receiving the corresponding order in which the present conditions of purchase are included shall be considered for all purposes proof of conformity and acceptance of it.

20. Restricted Use materials

All materials used in the manufacture of parts shall comply with governmental and safety controls on materials of restricted, toxic or hazardous use; as well as the electrical and electromagnetic standards applicable in the country of manufacture and sale, and the applicable legislation in respect of defense, aerospace or any other nature.

21. Quality assurance clause

All requirements of this agreement may be subject to official quality assurance (OQA) based on ISO 9001. Any OQA activity to be performed will be notified.