

Delivery Provisions for Blanket Orders of FISBA AG and Its Group Companies

1. General Provisions

These delivery provisions apply to all blanket orders explicitly offered as such by FISBA AG, Rorschacher Strasse 268, 9016 St. Gallen, Switzerland (hereinafter referred to as the "Supplier") and its group companies—namely:

- (i) FISBA Photonics GmbH, Berlin, Germany, and
- (ii) FISBA LLC, a company registered in Arizona doing business as FISBA North America, Saco, Maine, USA.

Together, FISBA AG and its group companies are hereinafter referred to as the "FISBA Companies."

These provisions supplement the Supplier's general terms and conditions. They apply to all offered items where so noted in the Supplier's quotation.

2. Definitions

The terms used in this document are defined as follows:

- **Products:** Items procured, manufactured, tested, and/or intended for delivery by the Supplier on behalf of the Purchaser, including components, assemblies, software, services, and similar.
- **Blanket Order:** A framework purchase order for a specific quantity of Products over a defined duration.
- **Blanket Order Confirmation:** The Supplier's confirmation of a blanket order.
- **Release Order:** A drawdown order under a blanket order based on a valid quotation from the Supplier.
- **Release Confirmation:** The Supplier's confirmation of a release order.
- **Minimum Release Quantity:** The minimum quantity defined in the Supplier's quotation that must be ordered per release.
- **Maximum Release Quantity:** The maximum quantity defined in the Supplier's quotation that may be ordered per release.
- **Packaging Unit:** The amount per packaging-related, production, or product-specific unit. Blanket orders and release orders must observe the defined packaging units. If a product is based on a corresponding packaging unit, both the quantity contract and the call-off orders must take this packaging unit into account. This means that the quantity contract and the call-off order must correspond to a packaging unit or a multiple thereof.
- **Start Date:** The date the blanket order becomes valid.
- **End Date:** The date the blanket order expires.
- **Lead Time for Blanket Orders:** Time from order placement to readiness of first product release.
- **Contract Duration** is the agreed time period for the purchase of the contractual products in the form of call-off orders and is defined by the difference between the start and end of the term. Unless otherwise defined in the purchase offer, one year is deemed to be the quantity contract term.
- **Extension Period:** The period the contract may be extended once, up to +50% of the original duration.
- **Blanket Order Reference Number:** A unique number assigned upon blanket order creation.

- **Remaining Quantity:** is the quantity of products in the quantity contract that has not yet been called off at the given time.
- **"Remaining quantity delivery"** is the delivery after the end of the term, which includes all products of the quantity contract that have not yet been called off by the end of the term.
- **Release Delivery Time:** Time from release order placement to delivery.
- Electronic communication is permitted for contractual matters unless otherwise stated.

3. Ordering Procedure

The customer places a blanket purchase agreement based on a purchase offer. The customer places the respective call-off orders with reference to this quantity contract.

A call-off order is only possible with reference to a valid reference offer of the supplier. The quantity contract parameters may not be changed in the order. The supplier reserves the right to reject orders with reference to an invalid offer or with deviating quantity contract parameters. In case of doubt, the quantity contract parameters of the supplier's purchase offer shall always apply.

If a quantity contract has been accepted by the supplier, a quantity contract confirmation with customer reference number will be sent to the purchaser in writing. If a corresponding call-off order has been accepted by the supplier, a confirmation of the contract call-off with customer order number and quantity contract reference number and end of term shall be sent to the orderer in writing.

The call-off orders for the quantity contracts shall be made in writing and must contain the quantity contract reference number of the quantity contract. The quantity of the call-off order must contain at least the minimum call-off quantity and may not exceed the maximum call-off quantity.

The supplier shall send the purchaser a written order confirmation for the call-off order. The same terms of payment apply to call-off orders as to individual orders in accordance with the supplier's general terms and conditions. The payment amount shall be calculated and invoiced according to the quantity of the call-off and the product price in accordance with the offer.

From 12 weeks before the confirmed delivery date, call-off orders for quantity contracts can only be reduced by a maximum of 10% with regard to the quantity to be delivered. The minimum call-off quantity or maximum call-off quantity may not be exceeded or fall short of, and any packaging units must be taken into account. The delivery date can no longer be changed from 12 weeks before the confirmed delivery date. The Purchaser provides a forecast at least 6 months in advance to support production planning.

For the respective call-offs, a forecast is made by the customer at least 6 months in advance, which the supplier can take into account and schedule in its production planning.

4. Cancellation, Obligation to Take Delivery, and Compensation

By entering into a blanket order, the Purchaser commits to taking delivery of the ordered quantity during the contract duration.

4.1 Cancellation and Compensation

If the purchaser determines that the quantities of products placed with the supplier in the form of quantity contracts are no longer required in the planned manner, it may cancel the quantity contract. In this case, the customer shall pay the supplier a fee.

The supplier shall calculate the remuneration on the basis of the costs incurred for the fulfillment of the quantity contract and may include material and production costs as well as development costs. The remuneration may not exceed the remaining amount of the undelivered products of the quantity contract (remaining quantity). The costs charged by the supplier cannot be contested by the customer.

Cancellation shall only be legally binding once payment of the remuneration has been made by the Customer. Both the orderer's cancellation request and its confirmation must be sent in writing. Cancellations must be requested before the end of the term

4.2 Extension of Blanket Order Duration

Extensions of the term of the quantity contract are only possible by mutual agreement between the purchaser and the supplier. The supplier reserves the right to adjust prices in the event of changes in purchase prices or other costs on the part of the supplier.

An application for extension by the purchaser as well as its confirmation must be sent in writing. Quantity contract term extensions must be requested before the end of the term.

During the term extension period, the Supplier and the Purchaser shall negotiate an adjustment to the contract, taking into account the interests of both parties and contractual fiduciary duties, with the aim of reaching an agreement with regard to the remaining quantity. If no non-contractual agreement is reached between the Customer and the Supplier regarding the remaining quantity during the term extension period, the provisions of the following section 4.3 shall apply

4.3. Expiry of the Blanket Order Duration

The Supplier shall notify the Purchaser of the expiry of the quantity contract term approximately 3 months prior to expiry.

If no response is received from the Buyer by the time the quantity contract term expires or the end of the term is reached, the remaining products of the quantity contract shall be delivered by the Supplier to the Buyer as a residual quantity delivery. In this case, the remaining products shall be delivered even if no call-off order for the remaining quantity of products has been received from the customer. The terms of payment of the previous call-off orders shall apply to the remaining quantity delivery.

5. Delivery Times

The quantity contract lead times and quantity contract terms for newly issued quantity contracts are defined in the supplier's purchase offer. If the quantity contract lead time cannot be met by the supplier, the quantity contract term shall be extended by the corresponding delay.

If no call-off is made by the customer during the quantity contract lead time, the quantity contract term specified in the offer shall apply. The call-off delivery time declared in the purchase offer shall apply from receipt of the call-off order and may be extended by the delivery date of the previous call-off order. The general terms and conditions of the supplier shall apply.

6. Validity of the Agreement

If individual provisions are found invalid, the remainder remains unaffected. Invalid clauses are to be replaced with valid, equivalent ones.

7. Jurisdiction and Governing Law

Jurisdiction is at the Supplier's registered office. However, the Supplier may also take legal action at the Purchaser's location.

Swiss substantive law applies.

St. Gallen, 10th of July 2025