

**General Terms of Trade for the semiconductor business of
ams-OSRAM Japan Ltd.**

1. General

The General Terms of Trade contained herein apply to all deliveries made and services rendered (hereinafter "Deliveries") by ams-OSRAM Japan Ltd. (hereinafter "ams-OSRAM"). These General Terms of Trade exclusively apply vis-a-vis entrepreneurs.

Any agreements made between ams-OSRAM and Buyer will be fully set out in writing in the contract whereby contract comprises specific contractual agreements and purchase orders including these General Terms of Trade. Employees of ams-OSRAM are not entitled to make any verbal agreements in deviation from these General Terms of Trade.

2. Acceptance

All purchase orders placed with ams-OSRAM, shall only become effective upon written acknowledgement by ams-OSRAM. This results in a delivery and/or service contract to which these General Terms of Trade shall apply. Such contract explicitly precludes the application of any terms and conditions of purchase contained in purchase order forms or other correspondence of Buyer. Buyer is responsible for ensuring that any applicable specifications for the Deliveries which are agreed between ams-OSRAM and Buyer are complete and accurate.

3. Price

The prices quoted in the acknowledgement of the purchase order are generally understood to be in the currency stated in the quotations and/or offers given to Buyer. In case of quotations, offers and acknowledgements of purchase orders in foreign currency, the prices shall be bound to the respective foreign currency only as long as the exchange rate of same in relation to the Euro has not changed by more than $\pm 5\%$ between the date of acknowledgement of purchase order and the date of delivery. ams-OSRAM reserves the right, in case of variations by more than $\pm 5\%$, to fix a new price according to the change in the exchange rate for the Deliveries outstanding at the moment of such change.

4. Conditions of Delivery (incl. Passing of Risk)

ams-OSRAM reserves the right to effect part shipments as far as reasonable for Buyer and to submit invoices for partial shipments. Unless otherwise specified (e.g. in the acknowledgment of the purchase order) all prices are understood to be FCA (place of delivery determined by ams-OSRAM as appropriate) in accordance with Incoterms® 2020. For all Deliveries specially developed for Buyer, ams-OSRAM reserves the right to ship a quantity which is within $\pm 10\%$ of the total quantity ordered. Buyer will be charged for the actual quantity delivered.

5. Terms of Payment

Invoices have to be paid net within 30 days, as of date of invoice. The non-compliance with the terms of payment or any circumstances reducing Buyer's credit-worthiness which becomes known to ams-OSRAM only after entering into the contract and jeopardizes the fulfillment of claims of ams-OSRAM, may entitle ams-OSRAM to call due all payments outstanding and to retain delivery until the Buyer makes an advance payment or provides of a surety. If Buyer does not do so within a reasonable period fixed by ams-OSRAM, ams-OSRAM shall be entitled to withdraw from the

contract.

Payments overdue shall be charged subsequently with past-due interest of 9 percentage points per annum above the applicable basic interest rate, as of the first day of their falling overdue. The option of enforcement of a higher damage remains unaffected. In case of default of payment, Buyer shall bear the risk for currency exchange losses incurred against the claim in Euro on the due date.

Buyer shall only be entitled to offsetting and retention rights to the extent that Buyer's counterclaims have been finally determined by a non-appealable court decision, are undisputed or have been accepted by ams-OSRAM. This restriction shall not apply to counterclaims of Buyer for defects or partial non-performance of the contract resulting from the same contract as the claims of ams-OSRAM.

6. Time of Delivery, Change of Purchase Order (incl. Assembly and Errection)

If ams-OSRAM is responsible for the delay (hereinafter referred to as "Delay") and Buyer has demonstrably suffered a loss therefrom, the liability of ams-OSRAM for damages in addition to performance shall be limited to a total of 5 % of the price of that part of the Deliveries which due to the Delay could not be put to the intended use. Buyer's claims for damages in lieu of performance shall be limited to 30% of the price of that part of the Deliveries which due to the Delay could not be put to the intended use. This shall not apply in cases of liability based on intent, gross negligence, or due to loss of life, bodily injury or damage to health. Rescission of the contract by Buyer based on statute is limited to cases where ams-OSRAM is responsible for the Delay. The above provisions do not imply a change in the burden of proof to the detriment of Buyer.

7. Reservation of Property Rights

Until complete payment of all invoices, the Deliveries listed in any given purchase order shall remain the property of ams-OSRAM.

8. Intellectual Property Rights

By selling Deliveries to Buyer, ams-OSRAM shall in no case convey any intellectual property rights or copyrights (hereinafter "IPR") to Buyer. Buyer agrees to hold ams-OSRAM harmless against any claim, expense or loss resulting from the infringement of IPR arising from compliance with Buyer's designs, specifications, or instructions unless Buyer proves that the infringement of the IPR was not caused by its fault. ams-OSRAM agrees to hold Buyer harmless if any justified claims resulting from the infringement by the Deliveries used in conformity with the delivery and/or service contract of IPR applicable in the country of the place of delivery are being asserted against Buyer and if Buyer has notified ams-OSRAM promptly in writing of such assertion and provides reasonable assistance and information to defend against the assertion. ams-OSRAM reserves the right to choose appropriate means of defense, including settlements out of court. Should it not be possible for Buyer to use the Deliveries under reasonable circumstances, ams-OSRAM liability shall be limited to, at its discretion, (i) changing or replacing the Deliveries or(ii) acquiring, at its own expense, the right to use the Deliveries so that it constitutes no infringement of IPR. If this is impossible for ams-OSRAM under reasonable conditions, Buyer may rescind the contract or reduce the remuneration pursuant to the applicable statutory provisions. ams-OSRAM's liability to pay damages is governed by Article 13 (Exclusion and Limitation of Liability). Claims of Buyer are subject to a statute of limitations of 12 months calculated from the start of the statutory statute of limitations. By deviation therefrom, the statutory limitation period of two years shall apply for

damage claims due to intentional or grossly negligent breaches of duty or culpable injury to life, the body or health.

Claims of Buyer shall be excluded if Buyer is responsible for the infringement of an IPR or if Buyer conceded infringement. Claims of Buyer shall also be excluded if the infringement of the IPR is caused (i) by designs, specifications or instructions made by Buyer, (ii) by a type of use not foreseeable by ams-OSRAM, (iii) by modifications by Buyer, or (iv) by a combination with components and/or services not provided by ams-OSRAM.

9. Software

For software programs, pertaining documents, and all subsequent additions, Buyer shall have a non-exclusive, non-sublicensable and non-transferable right of use with the Deliveries provided that it remains unchanged, is used within the agreed performance parameters, and on the agreed equipment unless otherwise provided in a software license agreement between ams-OSRAM and Buyer. All other rights shall remain with ams-OSRAM or the program author respectively. Buyer ensures that - except where necessary for use of the Deliveries as intended in the contract - these programs, documents, and subsequent additions are not accessible to third parties or in third countries without ams-OSRAM' express consent. Buyer shall not, under any circumstances reverse engineer, reverse compile, decompile, decrypt or disassemble the software, in whole or in part, except to the extent expressly authorized by ams-OSRAM or applicable statutory law (e.g. in case of deliveries to Germany article Art 69e German Copyright Act and in case of deliveries to Austria Art § 40e Austrian Copyright Act).

10. Trade Acceptance

The acceptance test shall be carried out by Buyer without undue delay. Should the take-over be delayed by reason of circumstances outside ams-OSRAM's responsibility, the written communication of readiness for dispatch by ams-OSRAM to Buyer shall be considered the date of delivery. In the absence of any written communication of inability to take delivery by Buyer within the time for taking delivery, the Deliveries shall be deemed accepted by Buyer. The criteria for acceptance or refusal shall be, in case of Deliveries specially developed for Buyer, the specifications or test conditions jointly agreed upon or, in case of standard Deliveries, the data sheets issued by ams-OSRAM which were effective at the moment of placing of purchase order.

11. Warranty (incl. Impossibility of Performance)

ams-OSRAM warrants that the Deliveries will materially comply with the agreed upon specifications and are free from defects in material and workmanship. ams-OSRAM's obligations under this warranty shall be discharged, at its option, by repairing, replacing, or giving credit for defective Deliveries, except otherwise agreed between ams-OSRAM and Buyer. The period of warranty is 12 months (except for software products), as of the acceptance of the Deliveries by Buyer (see Article 10 - Trade Acceptance). By deviation therefrom, the statutory warranty period of two years shall apply for damage claims due to intentional or grossly negligent breaches of duty or culpable injury to life, the body or health.

Buyer has to give ams-OSRAM notice in writing of any defects, stating sufficient reasons, immediately but within 14 days as of delivery of the Deliveries at the latest. Any defects that could not be detected within that period in spite of careful examination must be communicated to ams-OSRAM, in writing and stating sufficient reasons, immediately after becoming known. In default of

such immediate communication, any warranty shall be excluded. The warranty shall also be excluded, if the Deliveries, after their acceptance, are defective due to misuse, neglect or accident or are handled not in conformity with the instructions recommended or given by ams-OSRAM. No warranty shall apply to any defects of Deliveries which are due to any modification or alteration by persons other than ams-OSRAM's authorized personnel or which have been received from any source other than ams-OSRAM or its authorized resellers. Returns shall only be accepted after prior consent by ams-OSRAM and shall be accompanied by an ams-OSRAM Return Material Authorization (RMA) number obtained from ams-OSRAM. For return shipment, Buyer shall use ams-OSRAM's original packing in order to avoid any damage of the Deliveries. In case of justified warranty claims, ams-OSRAM shall bear the transportation costs. In case of unjustified complaints, Buyer shall reimburse ams-OSRAM for all expenses arising from such complaints (including but not limited to transportation costs) unless the Buyer proves that even when exercising due care the Buyer could not realize that the complaint was unjustified. Any claims of Buyer beyond the obligations under this warranty are excluded. If the Deliveries contain software, ams-OSRAM warrants that the software will not fail to meet its programming specification and workmanship at the time of delivery when properly installed and used on the hardware defined by ams-OSRAM. ams-OSRAM does not warrant that the software meets requirements specified by Buyer, is error-free or without interruption. No warranty applies for defects that appear due to, including but not limited to incorrect storage of data medium, supplementary installation of other outside software, operating system modifications or hardware modifications or similar events. The warranty for software and for any updates or upgrades of existing software or parts of it is limited to a period of 3 months from the date of Buyer's acceptance of the Deliveries. By deviation therefrom, the statutory warranty period of 2 years shall apply for damage claims due to intentional or grossly negligent breaches of duty or culpable injury to life, the body or health.

12. Force Majeure

ams-OSRAM shall not be liable for delays and damages caused by cancellation or postponement of the delivery of the Deliveries due to force majeure conditions. Force majeure conditions include all circumstances beyond ams-OSRAM's control which ams-OSRAM could not have reasonably anticipated and whose consequences ams-OSRAM could not have reasonably avoided or overcome. Force majeure conditions include but are not restricted to: natural disaster, war, civil war, insurrections, strikes, fires, floods, earthquakes, labor disputes, epidemics or pandemics, governmental regulations and/or similar acts, freight embargoes, unforeseeable operating, traffic or shipment disturbances, unforeseeable lack of labor forces, energy, raw materials or auxiliary materials. Strikes, legitimate lockouts, boycotts and other labor disputes are considered force majeure conditions even when ams-OSRAM itself is the target of or a participant of said actions. In the event of an epidemic or pandemic, this provision shall also apply if the epidemic or pandemic had already occurred when the contract was concluded, provided that ams-OSRAM was not aware of its effects on the contract and could not foresee them as likely.

Force majeure conditions affecting a subcontractor hired by ams-OSRAM shall also be deemed a force majeure condition for ams-OSRAM. In the event that the force majeure conditions continue for a period of 3 consecutive months (or in the event that the delay is reasonably expected by ams-OSRAM to extend for a period of 3 consecutive months), ams-OSRAM shall be entitled to cancel all or any part of the contract without any liability or responsibility towards Buyer.

13. Exclusion and Limitation of Liability

Apart from warranties expressly stated herein and subject to the provisions below, in no event

shall ams-OSRAM be liable to Buyer in contract, tort (including negligence) or otherwise for loss or damage to property, loss of use, loss of anticipated revenues, interruption of operation, expenses including costs of capital, claims from Buyer's client(s), loss of profits or revenues or for any indirect, incidental or consequential loss or damage whatsoever.

The aforementioned limitations of liability do not apply in case of willful intent, gross negligence, liability for personal injury, product liability claims and in case of culpable breach of material contractual obligations. Material contractual obligations are those obligations which need to be complied with to reach the purpose of the contract and on the fulfillment of which Buyer usually relies and may reasonably rely on.

Insofar as ams-OSRAM is liable according to the previous provision, the maximum overall liability for ams-OSRAM for damages to property and financial losses not entailed by personal injury shall be limited to the total price of the corresponding accepted order, as long as ams-OSRAM did not act intentionally or grossly negligently. This does not apply if, as an exception, the foreseeable damage typically occurring for the contract concluded is higher. In this case, liability is limited to the higher foreseeable damage. The aforementioned provisions do not imply a change to the burden of proof to Buyer's detriment.

14. Indemnification

If ams-OSRAM incurs any liability towards any third party for any loss or damage howsoever arising in connection with the performance of the contract with Buyer or supply of the Deliveries to Buyer, Buyer shall indemnify, defend and hold ams-OSRAM harmless to the extent that ams-OSRAM's liability is limited as stated in these General Terms of Trade. This obligation shall not apply if Buyer proves that the loss or damage was not caused by his fault.

15. Confidentiality

Buyer acknowledges that all technical, commercial and financial data disclosed to Buyer by ams-OSRAM is ams-OSRAM's confidential information. Buyer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed between ams-OSRAM and Buyer. If a non-disclosure agreement between ams-OSRAM and Buyer was concluded, such non-disclosure agreement shall prevail.

16. Data Protection

ams-OSRAM and Buyer authorize to release to the respective other party and any of its affiliates any and all personal or professional data that is necessary or desirable for administration and/or fulfilment of any individual purchase order and these General Terms of Trade.

ams-OSRAM and Buyer undertake to fully comply with any applicable personal data protection laws in applicable jurisdictions, especially with the General Data Protection Regulation (GDPR). ams-OSRAM and Buyer shall ensure compliance with all legal data provisions including but not limited to the GDPR, particularly in regard to the lawfulness of data processing under joint controllership. ams-OSRAM and Buyer shall take all necessary technical and organizational measures to ensure that the rights of data subjects, in particular those pursuant to Articles 12 to 22 GDPR, are guaranteed at all times within the statutory time limits. Buyer indemnifies ams-OSRAM for any loss or damages, including, but not limited to, fees, fines and financial penalties under any applicable personal data protection laws.

17. Export Compliance

If Buyer transfers goods (commodities, software, technology) delivered by ams-OSRAM or works and services performed by ams-OSRAM to a third party Buyer shall comply with all applicable national and international (re-) export control regulations (e.g. regulations of the European Union, regulations of the United States). If required to enable authorities or ams-OSRAM to conduct export control checks, Buyer, upon request by ams-OSRAM, shall promptly provide ams-OSRAM with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by ams-OSRAM, as well as any export control restrictions existing. ams-OSRAM shall not be obliged to fulfill the respective contract or any order placed hereunder if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

18. Other Matters

All delivery and/or service contracts shall exclusively be governed by the laws of Japan. The application of the UN-Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) and of Private International Law is excluded.

Any disputes arising out of or in connection with any delivery and/or service contract between ams-OSRAM and Buyer including any dispute as to its existence, validity, interpretation, performance, breach or termination shall be subject to the exclusive jurisdiction of the competent court in Tokyo for resolution.

Buyer can pass on or assign his rights and obligations arising under such delivery and/or service contract only upon ams-OSRAM's written consent.

These General Terms of Trade together with all conditions, specifications, standards and other appendices constitute the entire agreement and exclusive statement of terms between ams-OSRAM and the Buyer with respect to the subject-matter.

Each clause herein is severable and distinct from every other clause. Should any clauses of these General Terms of Trade be or become invalid, the other clauses shall not be affected thereby. No failure or delay by either party to exercise any right or remedy provided under the delivery and/or service contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy unless stipulated otherwise in these General Terms of Trade. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Any third party who is not a party to the delivery and/or service contract shall have no right to enforce any of its terms.