

Lumineq Oy, Olarinluoma 9, FIN-02201 Espoo
GENERAL TERMS AND CONDITIONS FOR PURCHASES

1. Acceptance. These general terms and conditions for purchases ("General Terms") shall be applied to any and all purchase of Goods by Lumineq Oy (hereafter "Lumineq"), when these General Terms have been referred to or included in a Order. Seller's acceptance of all of the provisions of the Agreement shall occur when any of the following events occur: (a) Seller signs and returns a copy of an Order; (b) Seller issues an acknowledgement or otherwise communicates Seller's intent to perform an Order; or (c) Seller delivers Goods in whole or in part to Lumineq. Lumineq may cancel an Order at any time before acceptance without incurring any liability to Seller. If Lumineq does not cancel an Order sooner, an Order will expire automatically 30 days after the date of an Order, if not accepted before then. Lumineq objects to additional and different terms and conditions in Seller's Quote, Confirmation, and Acknowledgement or other means. When these General Terms have been applied to the contractual relationship between Seller and Lumineq in accordance with the above, these General Terms (as amended) shall be applied as the commercial custom between the parties to all future Orders by Lumineq, unless the parties separately agree to the contrary in writing in relation to a particular Order.

2. Shipment/Delivery. Shipment and delivery of Goods shall strictly comply with the dates, quantities, and other delivery requirements of an Order. Seller shall immediately report to Lumineq's Supply Chain all delivery delays and the reasons for the delay. Lumineq may cancel an Order in whole or in part if delivery of the Goods does not conform to the Order requirements, and Lumineq may purchase comparable goods and services from another supplier. Seller shall pay Lumineq all expenses and costs Lumineq incurs in covering the Order. Unless otherwise stated on the face of this Order, delivery shall be DAP at Espoo Olarinluoma 9, Finland (Incoterms 2020). Title shall transfer to Lumineq when the Goods are delivered to the destination identified in an Order.

3. Packaging and Packing. Seller shall be responsible for packing and packaging Goods in a commercially proper manner, securing the lowest commercially reasonable transportation rates, and complying with carrier tariffs. Seller shall separately number all cases, packages, and parcels, showing an Order, invoice, quantity, and Lumineq part numbers. Seller shall include in each parcel an itemized packing slip that includes Lumineq's Order number.

4. Price, Invoice, and Payment. Payment of the specified prices (Prices) shall be full compensation for the Goods and satisfactory performance of all of Lumineq's obligations. Prices are firm, not subject to increase, and include all applicable taxes, assessments, and other amounts payable to governmental authorities. Charges for preparation, packing, crating, and cartage are included in the Prices, and Seller shall separately list those charges on Seller's invoices. Seller shall issue a separate invoice for each delivery and shall not issue any invoice prior to the scheduled or actual date of delivery, whichever is later. Due dates for payment of invoices shall be computed from the date of receipt by Lumineq. Unless otherwise stated in an Order, payment shall be net 30 days. Cash discount and net payment calculations shall be made from the date Lumineq receives the Goods or a correct invoice, whichever is later, to the date Lumineq conduct wire transfer, or otherwise tenders payment. Seller shall promptly repay to Lumineq any amounts paid in excess of the amount due.

5. Inspection. All Goods shall be received subject to Lumineq's final inspection and acceptance within a reasonable time after delivery, and in any event, not less than 30 days. Lumineq may hold defective and nonconforming Goods for Seller's instruction, at Seller's risk and expense. Lumineq will return those Goods to Seller at Seller's expense if Seller requests Lumineq to do so. Seller may not replace or schedule delivery of replacement Goods without receiving a new Order from Lumineq. Lumineq's payment for Goods is not acceptance of those Goods. Lumineq's acceptance of Goods does not relieve Seller of its responsibility for defects and noncompliance with this Order. No acceptance of any Goods shall be construed to result from any inspections or tests or from any delay, or any failure to inspect or test.

6. Rejection. Lumineq may reject, refuse acceptance of, or revoke acceptance of any Goods or any tender of Goods that does not strictly comply with an Order. Lumineq will notify Seller of such rejection, refusal, or revocation. Seller shall correct the noncompliance within the time prescribed by Lumineq. If Seller fails, refuses, or indicates its inability or unwillingness to so correct the noncompliance, Lumineq may: (a) retain any or all of such Goods for repair, replacement, or other correction by Lumineq or others; (b) retain any or all of such Goods without correction; or (c) return any or all of such Goods with or without direction for correction by Seller. Lumineq may recover from Seller, by price reduction, credit, offset, or otherwise, any damages, costs, and expenses incurred by Lumineq due to the noncompliance. Lumineq's election of one of these remedies shall not relieve Seller of any warranty obligations.

7. Warranty. Seller warrants that: (a) the Goods are free from defects in design, material, and workmanship, and shall remain so for 12 months from delivery to Lumineq's customer (not to exceed a total of 18 months from delivery to Lumineq); (b) Seller has good title to the Goods and conveys such good title to Lumineq; (c) the Goods conform to the applicable specifications, designs, drawings, samples, and descriptions Seller provided to Lumineq and to any furnished or specified by Lumineq, and to all other requirements of an Order; (d) the Goods are both merchantable and fit and sufficient for the purposes of Lumineq's intended use, which Seller acknowledges knowing; and (e) all materials, supplies, parts, components, and equipment incorporated in the Goods are new and suitable for their intended purposes. These warranties shall survive inspection, delivery, acceptance, payment, expiration, or earlier termination of an Order and run to Lumineq, its successors, assigns, customers, and users of Lumineq's products. If Goods fail to conform to these warranties, Seller shall either repair or replace the Goods as the parties mutually agree, provided, however, that if Seller fails to repair and return the Goods to Lumineq within 15 days of receiving the returned Goods, Seller shall immediately replace the Goods with new ones instead.

8. Indemnity. Seller agrees to indemnify and hold harmless Lumineq, its affiliates, subsidiaries, successors, assigns, and customers against all claims, demands, liabilities, losses, costs, fees, expenses, damages, and injuries of any kind or nature (including cost of reasonable attorney's fees) arising from: (i) any actual or claimed infringement of patents, trademarks, service marks, trade names, or copyrights with respect to Goods or arising from any actual or alleged misappropriation or wrongful use of any trade secret or confidential information involving any Goods, or (ii) any actual or claimed damages for death, or property or bodily injury involving the Goods and to settle or defend, at Seller's expense, any suits based thereon. Seller is relieved of such obligation to settle, defend, indemnify, and hold harmless if the actual or claimed infringement or injury is solely based upon special Goods designed to specifications supplied by Lumineq.

9. Changes. Lumineq may at any time change the quantities and delivery (times and locations) schedule in an Order and may change drawings, designs, specifications, and other descriptions supplied by Lumineq. Lumineq's changes shall be effective when Seller receives Lumineq's written notice of the change. Lumineq may also change the method of shipment or packing, the places of delivery, inspection, and acceptance by communicating those changes to Seller. If any change affects the cost or time required for performance of this Order, an equitable adjustment in the Prices and schedules shall be made, and an Order shall be modified in writing, provided that Seller has made a written claim for any adjustment within 15 days from the date Seller receives notification of the change. Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment, Seller shall immediately proceed with performance of an Order in accordance with such direction and shall use its best efforts to minimize any increase in cost or delay in delivery. Seller shall not make changes to specifications or materials that affect form, fit, and function without first obtaining Lumineq's written consent. Seller shall notify Lumineq of all changes Seller makes to specifications and materials that do not affect form, fit, and function.

10. Cancellation/Termination. Lumineq may cancel an Order in whole or in part at any time by written, e-mail, or facsimile notice in the event that Seller: (a) fails to comply with any term or condition of an Order, including but not limited to delivery terms; (b) appoints a receiver or trustee in bankruptcy or other similar officer over any or all of its property or assets, files a voluntary or has filed against it an involuntary petition in bankruptcy which remains in effect for 30 days; (c) merges with or is acquired by a third party without Lumineq's prior written consent; or (d) assigns any of its rights or obligations under an Order to a third party without Lumineq's prior written consent (Triggers). Upon the occurrence

of any Trigger, Lumineq may cancel an Order, in whole or in part, by notifying Seller. Seller shall transfer title and deliver to Lumineq the work in process or completed Goods as Lumineq directs in writing. Lumineq's only liability to Seller shall be the payment of any balance owing for Goods accepted by Lumineq before Seller's receipt of the notice of termination, subject to any offset claim Lumineq has against Seller. Lumineq may terminate an Order for convenience in whole or in part at any time and for any reason, upon written notice to Seller. Upon receipt of Lumineq's termination notice, Seller shall stop work immediately, including any work under Seller's orders and subcontracts relating to an Order. There shall be no charges for terminating an Order with respect to Seller's standard Goods. With respect to nonstandard Goods, Seller shall provide Lumineq with a written accounting of its claim, which may only include costs for work in progress unique to an Order and performed before the notice of termination, and vendor claims for work directly attributable to the Goods terminated. Lumineq's total liability for such claims shall not exceed the price of Goods. Upon payment of Seller's claims, Lumineq shall be entitled to all Goods, materials, and work in progress. Lumineq shall in no event be liable to Seller for incidental or consequential damages, costs of preparing claims, costs of tooling or equipment, or any other expenses or damages.

11. Assignment. Seller shall neither assign (by contract, operation of law or otherwise) its rights or interests under an Order, nor delegate any of its duties or obligations without the prior written consent of Lumineq. Seller shall not subcontract all or substantially all of its performance of an Order without Lumineq's prior written consent. Any such attempted assignment, delegation, or subcontracting without Lumineq's prior written consent shall be voidable, at Lumineq's option, and shall be cause for Lumineq's termination of an Order. No assignment, delegation, or subcontracting by Seller, with or without Lumineq's consent, shall relieve Seller of its obligations under an Order.

12. IPR, Confidential Information and Publicity. All proprietary, confidential, technical, commercial information and intellectual property rights (IPR) supplied by or paid for by Lumineq is and shall remain Lumineq's intellectual property (Lumineq's IP). If something is manufactured for Lumineq's purpose only all related moulds and samples and tools are Lumineq's property Seller shall not disclose or distribute Lumineq's IP or property to anyone not in Seller's employ and shall only use Lumineq's IP to the extent necessary to perform this Order and only for Lumineq's benefit. Seller shall protect the confidentiality of all information or property pertaining to the existence, terms, or performance of an Order, including but not limited to designs, drawings, blueprints, descriptions, specifications, or any other proprietary information that is a part of an Order. Seller shall not make any publicity, advertisement, news release, public announcement, denial, or confirmation regarding any aspect of an Order, the Goods or the program to which they pertain without Lumineq's prior written approval. Upon Lumineq's request, or in any event, upon the completion, cancellation or termination of this Order, Seller shall return to Lumineq all information or property delivered to Seller or generated by Seller pursuant to the performance of an Order which has been identified as confidential or proprietary. Seller shall ensure that all subcontracts, purchase orders, and other agreements entered into by Seller or any of its subcontractors or suppliers of any tier shall provide Lumineq the same rights and protection as Seller is obligated to provide Lumineq under an Order.

13. Remedies. Lumineq's rights and remedies herein expressly provided shall be cumulative and shall be in addition to any other rights or remedies provided in law or equity. If Lumineq breaches the Agreement, Seller's exclusive remedy shall be recovery of the Goods from Lumineq. **Lumineq shall not be liable to Seller for any consequential, incidental, or other indirect damages. In no event will Lumineq's maximum liability to Seller for all claims arising under or in any way relating to the Agreement exceed the total amount paid to Seller under an applicable Order.** No waiver of a breach of any provision of the Agreement or any failure, delay or forbearance of Lumineq to insist upon or enforce the performance by Seller of any provision of the Agreement, shall constitute a waiver of any other breach or of the requirements of such provision or any other provision or Lumineq's right to insist upon and enforce performance of the same. Rather, the same shall be in full force and effect. If any provision of the Agreement is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

14. Governing Law. The Agreement shall be governed by Finnish law. The UN Convention on the International Sale of Goods shall not be applied. Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce The arbitration shall be held in Helsinki, Finland.

15. Compliance with Law. Seller shall, at all times, comply with all applicable laws, rules, regulations, ordinances, orders, licenses, permits, and other requirements of any governmental authority now or hereafter in effect. Seller shall furnish such documents as may be required to effect or evidence such compliance.

16. Set-Off. All claims for monies due or to become due from Lumineq shall be subject to deduction by Lumineq for any set-off or counterclaim arising out of this or any other of Lumineq's transactions with Seller.

17. Entire Agreement. An Order, including the General Terms, contains the complete and final agreement and supersedes any and all prior agreements between Lumineq and Seller regarding the Goods. No other agreement in any way modifying or amending any of the said terms and conditions, including different, contradictory, or additional terms and conditions, will be binding upon Lumineq unless made in writing and signed by Lumineq's authorized representative. Lumineq shall not be bound by, and specifically objects to, any term, condition or other provisions which is different from or in addition to the provisions of an Order and General Terms (whether or not it would materially alter an Order or the General Conditions). Any inconsistencies between the terms on the face of the Order and these printed terms and conditions, shall be resolved in favor of the terms on the face of the Order.

18. Definitions. The following terms shall have the following definitions: (a) "Agreement" means these General Terms together with an Order entered into by and between Lumineq and the Seller; (b) "Customers" means any customer of Lumineq, any subsequent owner, operator, or user of the Goods and any other individual, partnership, corporation, person, or entity that has or acquires any interest in the Goods from, through, or under Lumineq; (c) "Goods" means all of the goods, services, and other items furnished or to be furnished under an Order to Lumineq; and (d) "Order" means a contractual document for purchase for Goods signed by Seller and Lumineq or should such contractual document not exist, Lumineq's order, which Seller has accepted either by a separate order confirmation or by delivering the Goods ordered to Lumineq and all of the technical requirements and descriptions, specifications, drawings, designs, and other provisions attached to, incorporated into, or otherwise made a part of an Order by Lumineq.

19. Import Requirements. Upon Lumineq's request, Seller shall provide Lumineq with an appropriate certification stating the country of origin for Goods, sufficient to satisfy the requirements of (a) the U.S. customs authorities, and (b) any applicable export licensing regulations, including those of the United States. Seller shall mark every Good (or the Good's container if there is no room on the Good itself) with the country of origin. Seller shall, in marking the Goods, comply with the requirements of the U.S. customs authorities

20. Countertrade (Offset). Lumineq may use all or any part of the value of an Order for countertrade (offset) purposes, including but not limited to: (a) fulfilling Lumineq's countertrade or industrial benefit obligations; (b) transferring to third parties the countertrade credits granted to Lumineq against an Order; and (c) retaining credits for application to Lumineq's future countertrade obligations.

21. Validity of General Terms. These General Terms shall remain in force until further notice. Lumineq may amend these General Terms. Lumineq shall give at least one month prior written notice of any amendments.