General Conditions of Supply
for nokra Optische Prüftechnik und Automation GmbH,
now part of Vishay Precision Group Canada ULC (KELK)

1. General Terms, Scope

1.1 These General Conditions of Supply (GCS) apply to all business relationships between nokra Optische Prüftechnik und Automation GmbH (hereinafter referred to as "nokra") and its customers ("hereinafter referred to as "Customer"). The GCS are only applicable if the Customer is an entrepreneur (Section 14 of the German Civil Code), a legal person under public law or a special fund under public law.

1.2 These GCS are applicable for all deliveries and services on our part, in particular for contracts for the development, sale and/or supply of movable goods, regardless of whether we order these ourselves or purchase them from suppliers (Sections 433, 650 of the German Civil Code). Unless otherwise agreed, the GCS are also applicable as a general agreement for similar future agreements in the version that is valid at the time of Customer's order, without the need to refer to the GCS in every individual case.

1.3 Our GCS apply exclusively. Differing, conflicting or supplementary General Terms and Conditions (GTC) from the Customer become part of the contract if and only if we have explicitly agreed to their validity. This requirement of consent applies in all cases, for example even if we carry out the delivery to the Customer without reservation in full knowledge of their GTC.

1.4 Individual agreements reached with the Customer on an individual case (including collateral contracts, additions and amendments) take precedent over these GCS in any case. A written agreement or confirmation from us in writing is binding, subject to proof of the contrary, for the content of such agreements.

1.5 Legally relevant declarations and notifications, which are submitted to us by the Customer after the conclusion of the contract (e.g. setting deadlines, notifications of defects, declarations of cancellation or reduction) are required in writing to be valid.

2. Conclusion of the Contract

2.1 Our quotations are subject to change and are non-binding. This also applies if we have loaned catalogues, technical documentation (e.g. designs, plans, calculations, estimates, references to DIN standards), other product descriptions or documents - even in electronic form - to the Customer. The property rights, title to and copyright of such documents remain with nokra.

2.2 The ordering of services by the Customer qualifies as a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept this offer of contract within four weeks of our receipt of it.

2.3 This receipt can either be declared to the Customer in writing (e.g. through an order confirmation) or through the performance of services.

3. Delivery Deadline / Default in Delivery

3.1 The delivery deadline is agreed individually or is given by us upon receipt of the order. If this is not the case, the delivery deadline is approximately 12 weeks from the conclusion of the contract.

3.2 If we are unable to meet the agreed delivery deadline (unavailability of performance) due to reasons for which we are not responsible through our fault, we will hereby inform the Customer immediately and concurrently provide the new, expected delivery deadline. If the performance is also not possible within the new delivery deadline, we are entitled to withdraw from the contract in whole or in part; we shall immediately reimburse the Customer's already provided counter-performance. The unavailability of performance in this sense particularly includes the failure of our suppliers to deliver in good time, if neither us nor our suppliers are at fault.

3.3 The occurrence of a default in delivery is determined in accordance with legal provisions. In all cases, a reminder by the Customer is necessary. If we fall into default with the delivery, the Customer can demand lump-sum compensation for the default. The lump-sum compensation amounts to 0.5 % of the net price (delivery value) for every complete calendar week, but for a maximum total of 5 % of the delivery value of the delayed performance. We reserve the right to prove that the Customer has suffered no loss at all or only a substantially smaller loss than the aforementioned lump sum.

3.4 The rights of the Customer according to Clause 12 of these GCS and our legal rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of the performance and/or supplementary performance) remain unaffected.

4. Performance of Services

4.1 In cases of development and project work, the Customer shall designate a contact person who can quickly make decisions and provide important information or who can bring this about. The Customer's overall declarations of intent in relation to the performance of the project or service are only then binding for nokra if they are submitted by the named contact person.

4.2 If nokra's services consist of several parts or if the services are part of the overall project, nokra and the Customer will define a project plan consisting of the dependencies of the sub-projects on each other and their deadlines until completion.

4.3 nokra performs the services to be provided by them according to the current standards of science and technology and with due regard to all relevant laws and official regulations. This also applies for the cooperative assistance to be carried out by the Customer where necessary. The manner of the performance, the job location and working hours are determined by nokra.

4.4 It is the Customer's responsibility to ensure that the requirements for the use of services provided by nokra are provided. Should a lack of these requirements result in delays to the project or additional costs, they shall be at the expense of the Customer.

4.5 It is also the Customer's responsibility to perform their cooperative obligations, particularly in the performance of development work and projects, on time. If this is not the case, nokra can, at its discretion, withdraw from the contract after the unsuccessful expiry of a reasonable grace period and/or claim damages for failure to perform.

4.6 If information, instructions, hand books and similar documents are to be conceded by nokra, these are to be prepared in German, provided that nothing to the contrary has been agreed in any individual case or that information is required in other languages due to legal or official provisions.

5. Change Requests

5.1 If the Customer requests changes to the work or services to be performed by nokra in writing, nokra will comply with such change requests, unless they are unreasonable in terms of their operational capacity.

5.2 If the change request leads to increased costs on the part of nokra, a consensual written adjustment of the contractual provisions is required, in particular with respect to payment and possible agreed deadlines.

6. Delivery, Installation, Passing of Risk

6.1 The delivery takes place ex works in Baesweiler, Germany (Incoterms 2020), which is also the place of performance for the delivery and possible supplementary performance. The delivery can be performed at a different destination at the Customer's request and expense. Unless otherwise agreed, we are entitled to determine the method of shipment (particularly carrier, dispatch route, packaging) ourselves.

6.2 If the performance of services is delayed at the request of the Customer, the Customer has to pay the storage costs of at least 0.5% of the total order volume per month commenced, starting with the first month after the notification of readiness to deliver, insofar as the Customer cannot prove that lower costs are incurred.

6.3 If installation or mounting is required, this is to be carried out by the Customer, unless otherwise agreed in individual cases. If the performance of the installation or mounting is agreed by nokra, the Customer also must ensure that the installation location is accessible with usual means of transport and that other conditions for the installation, such as sufficient work space, electrical supply, heating, the required tools and equipment, lifting equipment etc., are provided.

6.4 The risk of accidental loss and deterioration of goods will pass over to the Customer no later than at the hand over. In the event that, corresponding to Clause 6.1, a performance is to be rendered at a different destination, the risk of accidental loss and deterioration of goods and the risk of delay is, however, already passed over when the goods are handed to the carrier, forwarder or the person otherwise intended to carry out the shipment.

7. Acceptance of Work Performance under a Contract for Work and Services

If and insofar as the services to be performed by nokra are of a contract for work and services nature or an acceptance is expressly agreed, the following provisions are applicable:

7.1 The Customer will declare the acceptance in writing within 10 calendar days of nokra announcing the completion of the work, or carry out a functional test together with nokra.

7.2 The functional test is considered successful if the work fulfils the contractual requirements in all material respects.

7.3 Deviations from the contractually defined requirements are to be recorded in a report compiled by both parties and then cleared by nokra. The acceptance is then to be declared in writing or a further functional test shall be carried out as outlined above.

7.4 Insubstantial deviations do not entitle the Customer to refuse acceptance. In this respect no further functional test shall be carried out.

7.5 Following a successfully completed functional test, the Customer shall declare the acceptance promptly in writing.

7.6 The work to be performed by nokra is considered accepted if the functional test is not carried out within the given period of 10 calendar days for reasons for which the Customer is responsible, if the Customer does not promptly declare the acceptance in writing following a successful functional test,

if the Customer does not sufficiently substantiate the reasons for declining the acceptance or if the Customer uses the work performed by nokra.

7.7 Individual works can be tested and accepted separately, if this is explicitly agreed in writing.

8. Default of Acceptance

8.1 If the Customer is in default of acceptance, if he fails to cooperate or if our delivery is delayed for other reasons for which the Customer is responsible, we are entitled to demand reimbursement for the damages resulting from this, including additional costs (e.g. storage costs). For this purpose, we charge lump-sum compensation amounting to 1% of the total order volume per month commenced, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification of readiness to deliver the goods.

8.2 Proof of higher damages and our legal rights (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; but the flat rate is to be offset against further monetary claims. The Customer reserves the right to prove that no loss at all or only a substantially smaller loss than the aforementioned lump sum has been suffered.

9. Prices and Terms of Payment

9.1 Unless otherwise agreed in individual cases, the prices given by nokra in the quotation or at another point, plus the respective legal value added tax, respective packaging and freight costs and travel and accommodation costs, are valid according to the clauses from the applicable respective price list and are always in Euro.

9.2 Payment is due to be paid without deductions within 14 days of invoicing and delivery or acceptance of the goods. Within the scope of an on-going business relationship, we are, however, at any time entitled to only conduct a delivery in part or in full with advance payment. We will declare a corresponding reservation no later than with the order confirmation.

9.3 Upon expiry of the payment deadline, the Customer will be in default without further notice. During the payment default, interest will be charged on the payment at the respective legal default interest rate. We reserve the right to assert further damages caused by delay. Our claim for commercial maturity interest (Section 353 of the German Civil Code) remains unaffected.

9.4 A set-off or right of retention is only due to the Customer when his claim is legally valid or is undisputed. In cases of defects in delivery, the Customer's counterclaims particularly pursuant to Clause 11.4 Sentence 2 of these GCD remain unaffected.

9.5 If, after the contract has been concluded, it becomes apparent (e.g. through an application for the initiation of insolvency proceedings) that our right to compensation is compromised by the Customer's inability to perform, we are therefore entitled to refuse service and - if applicable after setting a grace period - to withdraw from the contract according to legal provisions (Section 321 of the German Civil Code). In the case of contracts for the manufacture of non-fungible goods we can withdraw immediately; the legal regulations concerning the dispensability of setting a deadline remain unaffected.

10. Reservation of Title

10.1 Until payment in full for all our current and future claims from the concluded contract and an ongoing business relationship (secured claims), we retain the title for the goods sold.

10.2 The goods under reservation of title may neither be pledged to third parties prior to payment in full of secured claims, nor assigned as security. The Customer shall notify us promptly in writing if an application for the opening of insolvency proceedings is placed or if access to goods owned by us takes place (e.g. seizures).

10.3 In the case of a breach of the contract by the Customer, particularly in cases of failure to pay the amount due, we are entitled, according to legal provisions, to withdraw from the contract and/or to demand the return of the goods because of the reservation of title. Any demand for the return of goods shall not include a simultaneous declaration of withdrawal; rather we are entitled to demand only the return of goods and to reserve the right of withdrawal. If the Customer does not pay the purchase price due, we can only make these rights applicable if we have first placed a reasonable deadline for payment without success or such deadline setting is unnecessary according to legal provisions.

11. Warranty Claims

11.1 Legal provisions apply to the rights of the Customer in cases of material defects and defects of title (including incorrect and short delivery and improper mounting or defective mounting instructions), unless subsequently otherwise agreed.

11.2 Warranty claims from the Customer require that he has fulfilled his obligation of inspection and reporting of complaints (Sections 377, 381 of the German Civil Code). If a defect becomes apparent during the inspection or later, we are to be promptly notified thereof in writing. Such notifications are considered to be made promptly if they are within two weeks whereby the timely dispatch of the notification is sufficient to safeguard the deadline. Irrespective of this obligation of inspection and reporting of complaints, the Customer shall report obvious defects (including incorrect and shortfall in delivery) within two weeks from delivery in writing whereby the timely dispatch of the notification is also sufficient here to safeguard the deadline. If the Customer fails to carry out the proper inspection and/or report of defects, our liability for the defect which was not reported is excluded.

11.3 If the performance provided by nokra is faulty or defective, we can initially choose whether we provide supplementary performance by correcting the defect (subsequent improvement) or by delivering an item which is free from defects (replacement delivery). Our right to refuse supplementary performance according to legal and other applicable provisions remains unaffected.

11.4 We are entitled to make the owed supplementary performance dependent on the Customer paying the amount due. However, the Customer is entitled to retain an appropriate portion of the payment in relation to the defect.

11.5 The Customer must give us the time required for the owed supplementary performance, particularly to hand over the faulty goods for purposes of inspection. In the event of replacement delivery, the Customer shall return the defective object to us according to legal and other applicable provisions. Supplementary performances include neither the removal of defective goods nor their re-installation, if we were not originally obligated to installation.

11.6 The expenses required for the purposes of inspection and supplementary performance, particularly transport, route, work and material costs (not removal and installation costs), are to be borne by us if there actually is a defect. Otherwise, we can demand the reimbursement of the costs incurred from the unjustified request for the rectification of a defect (particularly inspection and transport costs), unless the lacking defect was not discernible for the Customer.

11.7 In urgent cases, such as the risk of operating safety or the avoidance of excessive damage, the Customer has the right to rectify the defect themselves and to claim reimbursement from us for the

hereby objectively required costs. We must be informed of such self-help promptly, if possible, prior to the repair. The right of self-remedy does not exist if we were entitled to refuse a corresponding supplementary performance according to legal and other applicable provisions.

11.8 If the supplementary performance has failed, or if a deadline for subsequent performance set by the Customer has expired without success or is unnecessary in accordance with legal and other applicable provisions, the Customer can withdraw from the contract or reduce the remuneration. However, no right to cancellation exists for insignificant defects.

12. Other Liability

12.1 Unless stated otherwise in these GCS including in the following provisions, we will be liable in the event of a violation of the contractual and non-contractual obligations according to the relevant legal regulations.

12.2 We will be liable for damages – no matter for what legal grounds – in cases of willful intent and gross negligence. With simple negligence we will only be liable, unless a more moderate standard of liability according to legal provisions is applicable (e.g. for the same care as in our own affairs),

a) for damages arising from injury to life, body, and health,

b) for damages arising from a violation, which is not of minor significance, of an essential contractual obligation (obligation, the fulfilment of which enables the proper execution of the contract in the first place and the observance of which the contractual partner relies and may rely on); in this case our liability is however limited to the reimbursement of the foreseeable, typically occurring damages.

12.3 The limitations of liability resulting from clauses 12.2 also apply in cases of violation of duties or in favor of persons, whose fault we are responsible for according to legal provisions. They do not apply insofar as we have fraudulently concealed a defect or if we have assumed a guarantee for the condition of the goods and for the Customer's claims based on the German Product Liability Act (Produkthaftungsgesetz).

12.4 Claims for damages because of defective works or services require that the damages incurred have been caused by negligent or willful behavior of nokra according to the aforementioned clauses. A claim for damages instead of performance requires the setting of a reasonable deadline by the Customer.

12.5 The Customer can only withdraw from or terminate the contract because of a breach of duty which is not based on a defect, if we have caused the breach of duty by a negligent or willful act or omission. A free right to termination (particularly in accordance with Sections 650 and 648 of the German Civil Code) is excluded for the Customer. The legal requirements and consequences otherwise apply.

12.6 The period of limitation for claims arising from defects in quality and for defects in title is one year from the date of delivery. If an acceptance has been agreed, the limitation period begins with the acceptance. However, claims for damages from the Customer according to Clause 12.2 Sentence 1 and Sentence 2 a) and according to the Product Liability Act become time-barred exclusively pursuant to the legal periods of limitation.

13. Software, Data Protection

13.1 If we also permit the Customer the use of software, industrial property rights, know-how or other intellectual property, the Customer is granted a non-exclusive right in this regard to use these rights within the context of the contractual purpose or to grant the user rights to its customers in connection

with the associated delivery item. Any further use is prohibited. In all cases title to and ownership of the source code remains with nokra.

13.2 Reproduction, revision or translation is only permitted to the extent permissible by law (Sections 69a et seq of the Copyright Act).

13.3 The Customer is not permitted to remove or change the manufacturer's information, trade names and trademarks.

13.4 The Customer shall also apply all the aforementioned obligations equally to its customers.

13.5 We will use all of the Customer's data for the sole purpose of the processing of transactions and according to the requirements of the applicable data protection regulations.

14. Choice of Law and the Place of Jurisdiction

14.1 The law of the Federal Republic of Germany applies to these GCS and the contractual relationship between ourselves and the Customer.

14.2 If the Customer is a merchant within the meaning of the German Commercial Code, a legal person under public law or a special fund under public law, our registered office in Baesweiler is the exclusive place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship. This also applies if the Customer is an entrepreneur according to Section 14 of the German Civil Code. However, we are also entitled in all cases to bring actions in the place of fulfilment of the delivery obligation according to these GCS or according to an overriding individual agreement, at the Customer's general place of jurisdiction. Overriding legal provisions, particularly regarding exclusive jurisdiction, remain unaffected.