

Terms and Conditions of Purchase of Linx Printing Technologies
(Rev. 2023-IX)

Article 1 – Applicability

These Terms and Conditions of Purchase apply exclusively for any initiatives, contracts, purchase orders or comparable actions on the delivery of goods or the provision of services between the supplier of goods or the service provider, respectively (hereinafter jointly referred to as “**Supplier**”) and Linx Printing Technologies (hereinafter referred to as “**Linx**”). Any general terms and conditions of the Supplier that contradict or deviate from these Terms and Conditions of Purchase only apply if Linx explicitly agrees to them prior and in writing. They also apply if Linx accepts goods or services of the Supplier (hereinafter jointly referred to as the “**Contract Products**”) or payments therefore. To the extent of any inconsistency between these Terms and Conditions of Purchase and any other written agreement / contract between the parties, the terms and conditions of the individual agreement / contract shall prevail.

Article 2 – Software

These Terms and Conditions of Purchase shall be adapted by the Terms and Conditions of Purchase of Software of Linx Printing Technology (separate document) for all software purchased by Linx. In case of any conflicts or inconsistencies between these Terms and Conditions of Purchase and the Terms and Conditions of Purchase of Software below, the Terms and Conditions of Purchase of Software shall prevail for all aspects in connection with the software purchased by Linx.

Article 3 – Commencement of the Contract, and Amendments

- (1) Orders and call-off must be submitted in writing, as do any changes or additions to orders or call-off.
- (2) Verbal agreements are only legally binding if confirmed in writing by Linx. Fax, data transfers or e-mails also comply with the written form requirement.
- (3) Cost estimates by Supplier are legally binding and not to be compensated, if not agreed to otherwise by Linx.
- (4) Call-offs within the scope of order and delivery planning become legally binding if no objection is raised by the Supplier within two (2) working days from receipt of the request.

Article 4 – Delivery, Delivery Capacity, and Delivery of Spare Parts

- (1) Delivery dates are legally binding. If the Supplier determines that it is unable to meet agreed delivery dates it must notify Linx of the reasons for this situation and the extent of the delay in writing without undue delay. Delivery dates refer to the receipt of defect-free Contractual Products or provision of services at the Linx site or at another place of performance that has explicitly been agreed. Deliveries must include a delivery note, required shipping documents stating the date and description of the delivered Contract Product and the Linx’ order number. Supplier will inform Linx furthermore prior and in writing about any necessary instructions and conditions for safe handling, health and accident prevention etc. and conforming technical standards. Delays to deliveries as a result of no delivery note being enclosed with the delivery or a delivery note not including the aforementioned information are the fault of the Supplier. Any acceptance by Linx of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights of Linx related to late or partial delivery of goods / provision of services.
- (2) If the Supplier has responsibility for set-up /assembly / service / training, the Supplier is responsible for bearing all additional costs (such as transport costs, costs of providing tools, etc.). If Supplier and Linx have agreed to a delivery including set-up / assembly / service / training, the delivery of the Contractual Products shall not be considered to have taken place until the set-up / assembly / service / training has been duly carried out as specified.
- (3) Partial or advanced deliveries are only permitted if Linx has agreed in writing or such partial / advanced deliveries are reasonably acceptable for Linx.
- (4) The Supplier is generally obliged to continue to supply Linx with the Contract Products of the agreement that Linx has already acquired from the Supplier; this particularly applies to order and delivery planning in which the Supplier must be capable of delivery. If the Supplier supplies Contract Products on an ongoing basis, the Supplier must inform Linx if it realises that it will become or has become unable to deliver Contract Products (e.g. if the necessary preliminary materials are not – or no longer – available). If the

Supplier would like to cease delivering to Linx altogether or cease delivering individual Contract Products, the Supplier will grant Linx sufficient opportunity in advance to acquire the Contract Products from the Supplier for a reasonable transition period of at least twelve (12) months.

- (5) The Supplier undertakes to maintain its capacity to deliver all necessary spare parts for a period of five (7) years following the last delivery of the Contract Products.
- (6) In case of delays with regards to the delivery of the Contract Products Supplier shall be obliged to pay Linx a lump sum contractual penalty amounting to 5% of the total price paid by Linx for the respective delivery per week of delay, with a maximum cap of 15% of the total price paid by Linx for the respective delivery. The penalty shall not be due, if the delay was caused by Linx’ misbehaviour or negligence or Force Majeure.

Article 5 – Performing Works, and General Conduct

- (1) Employees of Supplier or third parties contracted by Supplier, that perform works at Linx in fulfilment of the respective agreement must comply with applicable rules, regulations, industry standards and Linx’ requirements regarding work safety and respective internal requirements if working on Linx’ premises. Linx assumes no liability for any indirect damages or claims (as far as legally permissible) arising from accidents suffered by these individuals on Linx’ premises, provided said accidents are not caused intentionally or as a result of grossly negligent breaches of duty by legal representatives or vicarious agent of Linx.
- (2) Supplier warrants that employees, subcontractors and agents deployed by Supplier meet the requirements and qualifications necessary to perform the services or produce / deliver the Contractual Products.
- (3) Supplier shall furthermore obtain and maintain all necessary statutory, regulatory or other licenses and permits, certifications and consents necessary to deliver the goods and services under these Terms and Conditions of Purchase.
- (4) Supplier shall carry out and maintain effective quality assurance system and, if requested, demonstrate this to Linx. This includes especially that the terms and conditions applicable to the contractual relationship between the parties also apply to the supply chain of Supplier. Linx shall have the right to inspect this quality assurance system free of any costs, either itself or through third parties commissioned by Linx in regular intervals.
- (5) Third parties (in particular any subcontractors) may only be employed or replaced by Supplier with the Linx’ prior written consent. If Supplier intends to use subcontractors to perform its duties from the outset, Supplier must inform Linx of this when submitting its offer.
- (6) The Supplier undertakes to engage in ethical conduct and, in particular, comply with the Veralto Group’s *Suppliers Code of Conduct* (available at https://www.veraltosustainability.com/wp-content/uploads/Veralto_SupplierCodeofConduct.pdf). Supplier will indemnify and hold Linx harmless from all claims and damages arising from or in connection with any infringements of a breach of this *Suppliers’ Code of Conduct*.

Article 6 – Receipt of Goods

- (1) Linx must solely check incoming goods on receipt with regard to obvious damages, particularly damages in transit, and if the delivery deviates from the given description or quantity according to the shipping documents (hereinafter referred to as “**Obvious Defect**”).
- (2) Linx shall inform Supplier within ten (10) working days following the receipt of the Contractual Products at Linx’ warehouse in St. Ives of any Obvious Defects.
- (3) Any defects that only become apparent at a later point in time must be notified in writing by Linx within ten (10) working days following their identification to the Supplier.
- (4) The date of sending such notice to Supplier shall determine whether or not such notice has been timely issued. The Supplier waives its right to claim late notification of defects.

Article 7 – Prices, Transfer of Risks, and Payment

- (1) Prices are generally considered to exclude VAT, any other statutory taxes, delivery and packaging costs unless otherwise agreed in writing. The risk of loss and damage passes on to Linx upon the handover. Invoices are to be issued for deliveries made and services provided. Supplier shall send the invoices only in electronic form to oracleap@linxglobal.com. These invoices shall comply with the relevant statutory invoicing requirements

according to the national value-added tax legislations to which the deliveries / services being invoiced are subject.

- (2) Payments must generally be made within ninety (90) calendar days to the end of a month without any deductions or within fourteen (14) calendar days of receipt with an early payment deduction of 3% from receipt both of the invoice and of the Contract Product or provision of the service, unless otherwise agreed in writing.
- (3) All payments to Supplier will be made via bank transfer to a prior assigned and agreed bank account that is held in the name of Supplier in the country of legal registration of Supplier or via PCARD. Cash payments will not be made under any circumstances. Payments made to bank accounts in countries other than the country of registration of Supplier or to payment intermediaries will not be made if the specifics of the bank account or the payment intermediary are not agreed and verified by Linx prior to the payment.
- (4) Payment by Linx shall not be an indication of acceptance of conditions or prices, and shall not constitute a waiver (i) of Linx with regard to deliveries made / services provided that differ from those agreed upon, (ii) of Linx' rights to inspection, and (iii) of Linx' right to find fault with an invoice due to other reasons.

Article 8 – Force majeure

If Linx is prevented from accepting the Contract Product due to force majeure, Linx is not to be held responsible and is not liable for damages. Force majeure is deemed to mean all events whose occurrence and effects on the performance of the agreement could not have been reasonably prevented by Linx. If the force majeure lasts for a period longer than fourteen (14) calendar days, Linx is permitted to terminate the orders and call-offs concerned without notice.

Article 9 – Claims for defects

- (1) A defect is also given if the Contract Product of the agreement does not, upon passing of the risk, correspond to the contractually agreed or usual purpose, the generally accepted codes of practice or applicable statutory or regulatory requirements, particularly licensing requirements, occupational health and safety regulations and accident prevention provisions. If CE, DIN, ISO, VDE, VDI or DVGW standards, or equivalent standards, are applicable to the Contract Products, the Contract Products must comply with these standards at the point at which risk is transferred to Linx. These provisions also apply if construction / set-up or assembly works are to be provided by the Supplier in relation to the Contract Products.
- (2) In the event of any defects, Linx is permitted to select the form of rectification provided by law at its discretion. The Supplier may refuse the chosen form of rectification if it results in unreasonable costs. If the Supplier provides replacement goods, the warranty period defined in Article 9 (5) restarts for the replaced parts. This does not apply if the subsequent performance did not take place due to a defect and Linx has reason to believe that the Supplier has not acknowledged its obligation of rectification. This acknowledgement does not exist in particular if the scope, duration and costs of subsequent performance imply that the Supplier did not want to give such written acknowledgement.
- (3) Linx is permitted to rectify defects itself, arrange for them to be rectified by a third party or otherwise procure a replacement at the expense of the Supplier, if the Supplier refuses to fulfil its obligations due to claims for defects or fails to meet these obligations within an appropriate period of time.
- (4) Claims for defects lapse three (3) years after the transfer of risks to Linx; this does not apply in the case of fraudulent conduct on the part of the Supplier.
- (5) The Supplier must treat fault on the part of its sub-suppliers as if it were its own fault.

Article 10 – Linx' materials

- (1) Supplier shall specify expressly and finally in its offer any necessity of Linx to provide assistance and materials. Apart from the obligations to provide assistance and materials, explicitly stipulated in individual agreement, Supplier can only request further provision of assistance or materials from Linx insofar as
 - (i) these are necessary for the proper provision of the contractual service;
 - (ii) these are necessarily provided by Linx; and
 - (iii) any additional costs and expenses – including the compensation for own assistance or materials – arising on the side of Linx are borne by Supplier.
- (2) Linx can satisfy the obligations to provide assistance and materials, for which it is responsible, itself or by third parties.

Supplier shall inform Linx in due time about the type, scope, time and other details of the assistance and the materials, which are to be provided by Linx, unless the respective details are explicitly named in the particular agreement. In any case Supplier can only refer to a non-fulfillment of an obligation to provide assistance or materials by Linx if it has set Linx a reasonable final deadline in writing and informed it about the legal and actual consequences of the non-fulfillment.

- (3) Materials supplied by Linx remain the property of Linx. These materials may only be used for the intended purpose and for the performance of the agreement. Supplied materials are processed and assembled on behalf of Linx. Linx obtains co-ownership of any articles manufactured using materials provided by Linx in the same proportion as the value of the materials supplied compared to the value of the article as a whole. The Supplier will store these materials on behalf of Linx.

Article 11 – Delivery Restrictions, Intellectual Property, Confidentiality, and Data Protection

- (1) Contract Products manufactured according to specifications, particularly drawings, provided by Linx may only be delivered to Linx. This also applies if a) the Supplier has procured tools, models and other items at its own expense, b) Contract Products of the agreement are not accepted due to defects or c) no further deliveries or orders may be issued.
- (2) Linx remains the owner and holder of intellectual property rights relating to any information provided to the Supplier, particularly samples and drawings. These documents may not be disclosed to third parties by Supplier unless the information was already in the public domain or already lawfully disclosed prior to being submitted or subsequently lawfully disclosed to the Supplier by a third party. This information must be returned to Linx without undue delay as soon as it is no longer required by the Supplier to perform its obligations.
- (3) Supplier is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly from Linx within the scope of the agreement, in particular the information given by Linx (hereinafter "**Confidential Information**"). Supplier may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than fulfilling the respective agreement.

Notwithstanding the aforementioned, this obligation shall be subject to any disclosure requirements of a legal, judicial or official nature. The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after any agreement between Linx and Supplier has ended.

This confidentiality requirement shall not include any information that (i) Supplier lawfully possessed prior to the Linx' disclosure of such information, (ii) is lawfully known to the public, or (iii) has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas Supplier shall not release such a person from its obligation to confidentiality. The burden of proof for such an exception lies with Supplier. Supplier shall ensure that its employees and vicarious agents subject to these Terms and Conditions of Purchase are obliged to confidentiality according to the rules set forth herein by means of appropriate contractual agreements, too.

Supplier shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause. Supplier is required to promptly notify Linx in writing in the event that Confidential Information is lost and / or accessed by unauthorized parties.

- (4) Supplier shall grant to Linx the royalty-free, perpetual, freely transferable, irrevocable and sub-licensable right unrestricted in terms of territory, quantity and time, to use all Work Results, including all studies, training materials, concepts, operations and system descriptions, data files, software, graphics, calculations and other documents related hereto in all known media formats including electronic media, internet and online media saved to all

imaging, audio and data storage devices created under the respective agreement (“**Work Results**”).

Supplier shall grant Linx the right of use for Work Results of the aforementioned scope including for all types of use whatsoever whether or not known at the time of the agreement between the parties.

For work results, which have been prepared either by Supplier itself or by third parties for the exclusive use of Linx (hereinafter “**Individual Work Results**”), Supplier shall grant to Linx the rights set forth for Work Results on an exclusive basis.

For the methods, tools and other programs that Supplier customarily uses (hereinafter “**Standard Material**”) and which are integrated into the Work Results or Individual Work Results, Supplier shall grant to Linx a non-exclusive right of use to the extent described in this sub-section for Work Results.

- (5) Supplier is obliged to adhere to the current applicable laws and regulations regarding data protection, specifically to the UK General Data Protection Regulation (“**GDPR**”) and the respective laws in Europe, insofar its regulations are applicable to the respective agreement. With regards to handling, storing, processing etc. of personal information by Linx the Linx’ Privacy Notice (available online) is applicable.

Article 12 – Indemnification

- (1) The Supplier will exempt Linx for any and all costs incurred by Linx due to claims being asserted against it that are the fault of the Supplier. This also applies to infringement of third-party intellectual property rights. Any additional rights of Linx concerning Supplier’s liability for defects or under any guarantees shall remain unaffected.
- (2) It is Supplier’s responsibility to ensure that the delivery of Contractual Goods and the use thereof by Linx will not infringe any patent laws, copyright or any other proprietary rights of third parties. Notwithstanding any legal claims, Supplier shall indemnify Linx from any third party claims for which Linx may be held liable as a result of the infringement of any of the aforementioned property rights.
- (3) The total liability and indemnification of Linx to Supplier shall be limited, as far as legally permissible, to the total price of the Contract Products which Linx pays to Supplier, from which the claim arises or is connected with.

Article 13 – Export Controls and Customs

The Supplier must notify Linx in due time prior of the shipment of any required approvals or restrictions to which its goods are subject in accordance with German, European or US export and customs provisions or export or customs provisions of the country of origin of the Contract Products. It is also obliged to notify Linx of any changes without undue delay in writing.

Article 14 – Place of Performance and Incoterms

- (1) The place of performance is the location of the delivery or service. Deliveries take place DDP Linx (Incoterms® 2020) unless otherwise agreed in writing.
- (2) Supplier shall uphold Linx’ interests until passing of the risk. Contractual Products must be packed as so to avoid damage during transport. Supplier is liable for any damage incurred due to improper packaging. Supplier shall package, label and ship hazardous products according to the applicable national and international laws and regulations.

Article 15 – General Provisions

- (1) Supplier will act solely as an independent legal entity and nothing contained in these Terms and Conditions for Purchase will at any time be construed to create the relationship of employer and employee, of principal and agent, of partners or of members of a joint venture between Linx and Supplier or Linx and Supplier’s representatives, employees, personnel, partners or agents.
- (2) If a provision of an agreement with the Supplier is or becomes invalid or unenforceable either in part or in full, this does not affect the validity or enforceability of the other provisions. The contractual parties must mutually agree on a valid and enforceable provision that approximates the invalid or unenforceable provision to the greatest possible extent.
- (3) Supplier shall maintain sufficient insurance at its own expense for all possible damages it or its subcontractors or agents are responsible and thus liable. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to Linx upon request in writing.

- (4) Supplier may assign the rights and obligations agreed upon with Linx to third parties only with the prior written consent of Linx. In case of services to be provided by a certain individual employee of Supplier, Supplier requires the prior written approval of Linx before assigning it to another employee. Supplier is required to notify Linx forthwith in writing of any assignment of its duties by virtue of law and of any change of its trade name. Linx may assign its rights and obligations hereunder to any affiliated company at any time without the Supplier’s prior agreement.
- (5) Supplier is only permitted to offset claims that are undisputed or substantiated by court judgment. Supplier is only entitled to a right of retention if the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.
- (6) These contractual relationships are subject to the laws of the England and Wales, only to the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (“**CISG**”).
- (7) The sole place of jurisdiction for any and all disputes resulting from or relating to these General Terms and Conditions of Purchase and the respective agreements with the Supplier are the competent courts at the site of Linx, as far as legally permissible. Linx is also entitled to initiate legal proceedings against the Supplier in the jurisdiction of its registered office or branch office as well the place of performance.