

## General contract terms and conditions of Allied Vision Gilching GmbH (formerly SVS-Vistek GmbH) January 2026

These general terms and conditions of sale ("GTCs") form part of, and apply to all Offers, Confirmations and Agreements regarding the sale of Products and Services by Allied Vision Gilching GmbH ("Supplier"), unless Supplier explicitly agrees in writing to the exclusion hereof. Any terms and conditions set forth on any document or documents issued by Purchaser either before or after issuance of any document by Supplier setting forth or referring to these GTCs are hereby explicitly rejected and disregarded by Supplier, and any such document shall be wholly inapplicable to any sale made by Supplier and shall not be binding in any way on Supplier.

### **1. OFFER, CONFIRMATION AND AGREEMENT**

1.1 Any Offer is expressly made conditional on Purchaser's assent to all of the terms contained in the Offer without deviation. Acceptance by Purchaser of an Offer may be evidenced by (i) Purchaser's written or verbal assent or the written or verbal assent of any representative of Purchaser, (ii) Purchaser's acceptance of delivery of the Products and/or Services or payment of purchase price for the first installment of the Products (if applicable), or any such acceptance by any representative of Purchaser, or (iii) other conduct by Purchaser or any representative of Purchaser consistent with acceptance of the Offer.

1.2 In the event that any Offer or Confirmation is sent in response to Purchaser's blanket/frame purchase order, the terms and conditions of that Offer or Confirmation, including these GTCs, shall apply to any delivery by Supplier, irrespective of whether

Purchaser submits additional purchase orders (electronically or otherwise) and whether Supplier provides a Confirmation to such additional purchase orders. All terms and conditions of such documents by Purchaser are hereby rejected.

1.3 Supplier's Offers are open for acceptance within the period stated by Supplier in the Offer or, when no period is stated, within fourteen (14) days from the date of the Offer, but any Offer may be withdrawn or revoked by Supplier at any time prior to the receipt by Supplier of Purchaser's acceptance related thereto.

1.4 Unless expressly stated otherwise, the prices quoted in the Offer are exclusive of taxes, duties or similar levies.

1.5 If Supplier receives an order from Purchaser for the sale by Supplier and purchase by Purchaser of Products and such order is not a response to an Offer by Supplier, or if Supplier receives an order or acceptance by Purchaser which deviates from Supplier's Offer, such order or acceptance, respectively, shall be deemed to be a request for an Offer only.

1.6 An acceptance by Purchaser of any Offer made by an order gatherer, liaison officer, agent or sales representative for Supplier shall constitute an Agreement between Supplier and Purchaser upon explicit Confirmation by Supplier itself.

1.7 No order or Agreement or any part thereof may be rescheduled or cancelled without Supplier's prior written consent.

## **2. SUPPLY OF PRODUCTS AND/OR SERVICES**

2.1 Supplier shall supply to Purchaser the Products and/or Services in accordance with the agreed specifications. If and in so far no written agreement exists on the specifications of the Products and/or Services, Purchaser can only claim a capacity that is consistent with what is commercially available.

2.2 If software is included in the scope of delivery, Purchaser shall be granted the non-exclusive right to use such software, including its documentation, for the purposes agreed. The software shall be provided to the Purchaser for use on the delivered Product only.

2.3 Supplier reserves the right to make at any time Product and/or production changes. In such event Supplier represents that said changes shall not negatively affect form, fit or function of the Products and their performance characteristics.

2.4 Supplier reserves the right to discontinue manufacturing and sale of Products and the provision of Services at any time. If however at any time during the term of an Agreement under which Supplier sells and Purchaser purchases Products on a regular basis, such regularly sold and purchased Products are to be permanently discontinued ("Discontinued Product"), Supplier shall use its reasonable commercial efforts to give Purchaser prior written notice of such discontinuance and shall use reasonable commercial efforts to accept last-time-buy orders for such Discontinued Product all in accordance with Supplier's product discontinuation process.

## **3. DELIVERY**

3.1 Products shall be delivered Free Carrier (FCA) Incoterms® 2020 at Supplier's factory

in Gilching, Germany, unless otherwise agreed in writing between Supplier and Purchaser. Delivery dates communicated or acknowledged by Supplier are approximate only, and Supplier shall not be liable for, nor shall Supplier be in breach of its obligations to Purchaser, because of any delivery made within a reasonable time before or after the stated delivery date. Supplier agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the condition that Purchaser provides all necessary order and delivery information sufficiently prior to the stated delivery date. Supplier shall be entitled to perform partial deliveries and to early delivery.

3.2 Supplier shall ship the Products according to the commercial practices and in packaging which is suitable for normal shipping. Purchaser shall be charged for special packaging requests.

3.3 In the event Purchaser contests delivery, Purchaser must request a proof of delivery from Supplier within ninety (90) days of Supplier's invoice, otherwise delivery shall be deemed completed. Purchaser will give Supplier written notice of failure to deliver and thirty (30) days within which to cure. If Supplier does not cure within thirty (30) days, Purchaser's sole and exclusive remedy is to cancel the affected and undelivered portions of the Agreement.

3.4 Title in the Products shall pass to Purchaser upon payment in full of the purchase price in respect thereof. Products held under retention of title may not be pledged to third parties nor assigned by way of security before the secured receivables have been paid in full. Purchaser shall be authorized to resell and/or further process the Products that are subject to retention of title within its ordinary course of business. By

entering into the Contract, Purchaser assigns the receivables against third parties that arise from the resale of the Products to Supplier by way of collateral and Supplier accepts such assignment.

3.5 Risk of loss in the Products shall pass to Purchaser upon Supplier's delivery in accordance with the applicable Incoterm.

3.6 If Purchaser fails to take delivery, then (i) Supplier may deliver the Products in consignment at Purchaser's costs and expenses and (ii) the warranty period referred to under Section 5.3 of these GTCs will commence on the stated delivery date.

3.7 In the event of shortages Supplier may allocate its available production and products, in its sole discretion, among its customers and as a result may sell and deliver to Purchaser fewer Products than specified in Supplier's Offer, Confirmation or Agreement, as the case may be.

#### **4. PRICE AND PAYMENT**

4.1 Prices are according to the pricelist valid at the time of the Offer. Prices in any Offer, Confirmation or Agreement are in Euros and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Products and/or Services. Supplier will add taxes, duties and similar levies to the sales price where Supplier is required by law to pay or collect them and will be paid by Purchaser together with the price.

4.2 If the period between the Offer and the agreed delivery date is longer than 4 (four) months, Supplier is entitled to adjust the price for any deliveries made after that 4 months period based on the then current price list.

4.3 Unless agreed otherwise between Supplier and Purchaser in writing, Supplier may invoice

Purchaser for the price of the Products and Services upon delivery of the Products in accordance with the applicable Incoterm and/or performance of the Services. Net payment is due within thirty (30) days of date of invoice unless agreed otherwise between Supplier and Purchaser in writing. All payments shall be made to the designated Supplier's address. If deliveries are made in installments, each installment may be separately invoiced and shall be paid for when due. No discount is allowed for early payment unless agreed to in writing by Supplier. Interest will accrue on all late payments, at the rate of eighteen percent (18%) per annum or the maximum rate permitted by applicable law, whichever is lower, from the due date until payment in full.

4.4 Complaints regarding invoices must be submitted in writing to Supplier within 8 days after the date of invoice. In case Supplier has not received any complaints regarding an invoice within such period, the relevant invoice shall be deemed to have been issued correctly and lawfully.

4.5 All deliveries of Products and performance of Services agreed to by Supplier shall at all times be subject to credit approval of Supplier. If, in Supplier's judgment, Purchaser's financial condition at any time does not justify production, performance of work or delivery on the above payment terms, Supplier may require full or partial payment in advance or other payment terms as condition for delivery, and Supplier may suspend, delay or cancel any credit, delivery or any other performance by Supplier.

4.6 Purchaser shall not offset, withhold or reduce any payment(s) due by it to Supplier. The payment of fees and charges is a covenant of Purchaser that is independent of the other covenants made by the parties hereunder.

4.7 If Supplier incurs exchange rate losses due to Purchaser's failure to pay when payments are due, Supplier shall be entitled to equivalent compensation from Purchaser for such losses.

4.8 In the event of any default by Purchaser in the payment of any fees or charges due, or any other default by Purchaser, Supplier shall have the right to refuse performance of any Services and delivery of any Products until payments are brought current and Supplier may suspend, delay or cancel any credit, delivery or any other performance by Supplier. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under these GTC or at law or in equity.

## **5. LIABILITY FOR DEFECTS**

5.1 Purchaser shall properly inspect the Products immediately upon delivery and the Services upon completion. If Purchaser has not notified Supplier of any shortcomings or damages within 8 (eight) days after delivery and within 24 hours after completion of the Services, the Products shall be considered to have been delivered in full and in proper condition and the Services shall be considered accepted.

5.2 In case a defect occurs that Purchaser could not have reasonably have detected during inspection Purchaser shall notify Supplier of such defect in writing without undue delay and shall refrain from using the Products after discovery of the defects in order to avoid further complications for Supplier.

5.3 Supplier warrants that the Products shall be free from defects for a period of 24 months

after delivery. This product warranty does not extend to defective sensor pixels that typically occur with CCD and CMOS sensors. For sensors, the specific warranty conditions under Annex A apply.

5.4 There shall be no claims under this product warranty if the manufacturing number is removed or unrecognizable.

5.5 Supplier's sole and exclusive obligation, and Purchaser's sole and exclusive right, with respect to claims for defects shall be limited, at Supplier's option, either to (a) the replacement or repair of a defective or non-conforming Product or Service, or (b) an appropriate credit for the purchase price thereof. Supplier will have a reasonable time to repair, replace or credit. The non-conforming or defective Products shall become Supplier's property as soon as they have been replaced or credited.

5.6 If software is included in the scope of delivery, a variance from the agreed or presumed quality shall not be deemed a defect if such variance is negligible and if usability is only insignificantly impaired. For update, upgrade and new version deliveries claims for defects shall be limited to the alterations in the update, upgrade or new version deliveries compared to the previous version.

5.7 Notwithstanding the foregoing, Supplier shall not be liable for defects if the alleged defect or non-conformance is found to have occurred as a result of: environmental or stress testing, operator error, misuse, neglect, improper installation, accident, influences of foreign products, improper repair, alteration, repairs or modifications performed by Purchaser or any other person not authorized by Supplier, improper storage, improper transportation or improper handling of the Products, after the risk of loss in the Products

has passed to Purchaser.

5.8 Purchaser may ship Products returned due to a defect of shortcoming to Supplier's designated facility only so long as the returns are in conformance with Supplier's then-current return material authorization policy and are accompanied by a duly completed return material authorization form issued by Supplier. Where Products are found to be defective, Supplier will pay for freight expenses. Purchaser shall pay for returned Products that are not found to be defective together with the freight, testing and handling costs associated therewith.

5.9 Except where liability cannot be limited by law, the period of limitation for claims for defects is 24 months for camera's and accessories from the date of delivery with the exception of the items in Annex A (Specific warranty provisions for sensors)

5.10 Subject to the exclusions and limitations set forth in Section 9 of these GTCs, the foregoing states the entire liability of Supplier in connection with defective or non-conforming Products supplied hereunder.

## **6. INTERLECTUAL PROPERTY RIGHTS INDERMUNITY**

6.1 Supplier, at its expense, shall: (i) defend against a claim in a legal proceeding brought by a third party against Purchaser that any Product as furnished by Supplier hereunder directly infringes the claimant's patent or copyright; and (ii) hold Purchaser harmless against damages and costs awarded by final judgment in such proceeding (or agreed upon in a settlement to which Seller consents) to the extent directly and solely attributable to infringement by the Product.

6.2 Supplier shall have no obligation or liability to Purchaser under Section 6.1 (1) if Supplier

is not: (i) promptly notified in writing of the claim, (ii) given the sole right to control the defense and settlement of such claim, including the selection of counsel, and (iii) given full reasonable assistance and cooperation by Purchaser in such defense and settlement; (2) if the claim is made more than three (3) years after the date of delivery of the Product; (3) to the extent that any such claim arises from: (i) modification of the Product, (ii) design, specifications or instructions furnished by Purchaser, or (iii) the combination or use of the Product with any product, software, service or technology; (4) for unauthorized use or distribution of the Product or use beyond the specifications of the Product; (5) to the extent that any such claim arises from Purchaser's use, sale, offer for sale or importation of the Product after Supplier's notice to Purchaser that Purchaser should cease any such activity because the Product is, or is reasonably likely to become, the subject of a claim of infringement; (6) for any costs or expenses incurred by Purchaser without Supplier's prior written consent; (7) to the extent that the claim is based on any Excluded Products; (8) to the extent that any such claim arises from any infringement or alleged infringement of third party's intellectual property rights covering an industry standard set by a standard setting body or agreed to between at least two companies; (9) for infringement of any third party's intellectual property rights with respect to which Supplier has informed Purchaser or has published a statement that a separate license has to be obtained or that no license is granted or implied; or (10) to the extent that patent infringement damages are computed using a royalty base that exceeds the cost of the Product. If any claim of infringement is brought against Supplier as a result of Purchaser's actions in connection with items (3), (4), or (5) of this Section 6.2, Purchaser shall indemnify Supplier against and hold Supplier harmless from any damages or costs

arising from or connected with such claim of infringement and shall reimburse all costs incurred by Supplier in defending any claim, demand, suit or proceeding for such infringement, provided Supplier gives Purchaser prompt notice in writing of any such suit or proceeding for infringement.

6.3 If any Product is, or in Supplier's opinion is likely to become, the subject of a claim of infringement, Supplier shall have the right, without obligation and at its sole option, to: (i) procure for Purchaser the right to continue to use or sell such Product, (ii) replace or modify such Product in such a way as to make the modified Product non-infringing, or (iii) terminate any Agreement to the extent related to such Product. In the event of any such termination, Purchaser may return to Supplier all such Products in Purchaser's possession at the time of such termination, which are then subject to the claimant's continuing claim of infringement; and upon such return Supplier shall credit Purchaser the sum paid to Supplier by Purchaser for such Products, less appropriate depreciation.

6.4. The foregoing indemnity is personal to Purchaser and is not assignable, transferable or subject to pass-through to any third party including Purchaser's customers.

6.5. Subject to the exclusions and limitations set forth in Section 9 of these GTCs, the foregoing states Supplier's entire liability and obligation to Purchaser or its mediate or immediate customers and Purchaser's sole remedy with respect to any actual or alleged infringement of any intellectual property rights.

## **7. CONFIDENTIALITY**

7.1 Parties may receive in connection with the Offer, in the performance of the Agreement, or as a result of the delivery of Products/Services drawings, specifications,

calculations, illustrations, plans, product descriptions, substances, materials, templates, models or other information, documents and objects ("Confidential Information") from the other party. The existence and content of any part of the Agreement also qualifies as Confidential Information.

7.2 Both parties undertake (a) not to use any Confidential Information from the disclosing party for any purpose other than for complying with its obligations under the Agreement and (b) not to disclose any Confidential Information from the disclosing party to any third party, except to its personnel and only to the extent it is necessary for the purpose of performing its obligations under the Agreement, provided those persons are aware of the confidentiality obligations set forth in these GTCs and are bound by confidentiality obligations no less restrictive than these terms.

7.3 The undertaking referred to under Section 7.1 shall not apply to the extent Confidential Information is in the public domain through no fault of the receiving party or if the receiving party is required to disclose it by law in which case receiving party shall keep the disclosing party fully informed.

7.4 Any breach of the obligations under Section 7.1 by current or former personnel of Purchaser or Supplier shall be deemed to be a breach by, where relevant, Purchaser or Supplier.

7.5 Except to the extent required under applicable laws or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the disclosing party or, if requested, destroyed on termination or expiry of the Agreement.



## **8. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

8.1 Ownership of the copyright and all other intellectual property rights in relation the Products and Services, including analysis, designs, technical details, calculations, illustrations, drawings and the documentation included in the Offer, shall remain exclusively with Supplier and shall not be transferred to Purchaser. Purchaser only obtains the usage rights expressly granted in these GTCs, unless agreed upon otherwise in a written document signed by both parties.

8.2 With respect to Products, Purchaser is not authorized to and agrees that it will not reverse engineer, decompile, disassemble or otherwise attempt to derive the technology, except to the extent expressly authorized by statutory law;

## **9. LIABILITY FOR DAMAGES AND AGGREGATE LIABILITY**

9.1 Except for Purchaser's liability under Section 7 and 8 of these GTCs, no party shall be liable to the other party for any lost profits or lost savings or any other indirect or consequential damages, whether or not such damages are based on tort, warranty, contract or any other legal theory, even if such party has been advised, or is aware, of the possibility of such damages.

9.2 In the event of ordinary negligence, Supplier shall only be liable for (a) damages arising from injury to life, body or health (b) damages arising from the breach of a material contractual obligation. Material contractual obligations are those obligations whose fulfilment allows the contract to be executed properly in the first place and compliance with which the contracting party regularly relies on, and is entitled to rely on. In the event of a breach of material contractual obligations however, Supplier's liability shall

be limited to paying compensation for foreseeable, typically occurring damage.

9.3 The aggregate liability of Supplier, for all Purchaser claims arising out of or in connection with the Agreement, shall not exceed 100% of the price for the Products and Services the claim relates to.

9.4 Nothing in these GTCs shall exclude or limit Supplier's liability for fraud, for death or personal injury caused by its negligence, or for any other liability which cannot be excluded or limited under applicable law.

## **10. MISCELLANEOUS**

10.1 Supplier may assign the Agreement in part or in full to another group company within the TKH group or, in the event of an acquisition of Supplier's business to which the Agreement relates, to the purchaser of such business.

Otherwise, no party shall without the prior written consent of the other assign (including by operation of law) or otherwise dispose of the Agreement in whole or part or subcontract any duties or obligations under the Agreement to any third party. In case that Purchaser is given permission to, in whole or part, assign, or otherwise dispose of the Agreement or subcontract, Purchaser shall ensure that the third party undertakes to fully observe the conditions laid down in the Agreement and Purchaser shall remain fully responsible for the performance of the Agreement.

10.2 No delay in exercising or non-exercising by Supplier of any of its rights, powers or remedies under or in connection with the Agreement shall operate as a waiver of that right, power or remedy. No amendment or variation to the Agreement (or any part) or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing by each party.

10.3 Nothing in the Agreement shall make Purchaser legal representative or agent of (or be in partnership with) Supplier nor shall Purchaser have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Supplier.

10.4 If any party is as a result of an event beyond its reasonable control unable to perform all or any part of its obligations under the Agreement ("Force Majeure Event"), then the party suffering such Force Majeure Event shall be excused from such performance for as long as, and to the extent that, such inability continues provided it complies with this clause. The party affected by a Force Majeure Event shall declare as soon as reasonably possible force majeure by written notice to the other party. The party disabled by a Force Majeure Event shall use all reasonable endeavors to mitigate the effect of the Force Majeure Event in the best possible way. Force Majeure Events include but are not restricted to: acts of God, war, civil war, terrorism, insurrections, strikes, fires, floods, earthquakes, labor disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorizations required, defaults or delays of suppliers or subcontractors and/or inability or impracticability to secure transportation, facilities, fuel, energy, labor, materials or components. In the event that the Force Majeure Event extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by Supplier to extend for a period of three (3) consecutive months), Supplier shall be entitled to cancel all or any part of the Agreement without any liability of Supplier towards Purchaser. In the event Supplier's production is curtailed, for any reason, Supplier shall have the right to allocate its available

production and Products, in its sole discretion, among its various customers and as a result may sell and deliver to Purchaser fewer Products than specified in Supplier's Offer, Confirmation or Agreement, as the case may be.

10.5 If the delivery of Products under these GTCs is subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, Supplier may suspend its obligations and Purchaser's rights regarding such delivery until such license is granted or for the duration of such restriction and/or prohibition, respectively, and Supplier may even terminate any Agreement related to such Products, without incurring any liability towards Purchaser. Furthermore, if an end-user statement is required, Supplier shall inform Purchaser immediately thereof and Purchaser shall provide Supplier with such document upon Supplier's first written request; if an import license is required, Purchaser shall inform Supplier immediately thereof and Purchaser shall provide Supplier with such document as soon as it is available. By accepting Supplier's Offer, entering into any Agreement and/or accepting any Products, Purchaser agrees that it will not deal with the Products and/or documentation related thereto in violation of any applicable export or import control laws and regulations.

10.6 Due to the applicable export control regulations, Supplier prohibits any further delivery or re-export of the goods to Russia and any delivery or re-export of the goods to other countries for use in Russia. If the Purchaser breaches this Section 10.6, Purchaser shall be liable to compensate Supplier for all resulting damages and shall indemnify against and hold Supplier harmless from any fines or other claims against Supplier that have arisen as a result of such a breach.



In addition, Supplier shall be entitled to charge the Purchaser an appropriate contractual penalty for such a breach up to the amount of the purchase price of the Products; the amount of the penalty shall be determined by Supplier at its discretion (billiges Ermessen) and may be reviewed in court.

10.7 Where the Agreement is executed in English, only the English language version of the Agreement shall be binding and final on the parties. The English version shall prevail over any translations. The parties may agree to use as contracting language or to append to the Agreement (or part) a translation of the Agreement (or part) into the local language in case of mandatory requirements to contract in the local language. In the event of any conflict between the English and the local language version of the Agreement (or part), the parties agree that the English version shall always prevail.

10.8 All notices to be given under the Agreement shall be in writing, by the following methods only and shall be deemed to have been validly given (a) on the date of delivery, if delivered by hand, prepaid courier or email; or (b) 7 days after posting if sent by pre-paid firstclass post. For the purpose of this clause public holidays in the country where the notice is delivered are excluded. Unless otherwise agreed in the Agreement, the address for delivery for each party is the registered address of the party (for delivery by hand, courier or mail) and responsible account manager email address (for delivery by email).

10.9 Purchaser acknowledges and accepts that Supplier shall store data it receives pursuant to this Agreement for data processing purposes.

10.10 For the purpose of these GTCs “day(s)” should mean calendar day(s), unless otherwise

specified.

10.11 If any of the provisions of these GTCs or the Agreement becomes invalid, the remaining provision of the Agreement shall remain effective. In lieu of the ineffective provision, the parties shall agree upon a provision which comes as close as possible to the economic outcome of the invalid provision.

## **11. LAWS AND JURISDICTION**

11.1 The parties agree that the Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany and that the competent court in Munich, Germany, shall have exclusive jurisdiction in the first instance over all disputes arising out of or relating to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

## **12. DISPOSAL**

12.1 According to the German Packaging Act and the German Electronics Act, Allied Vision Gilching GmbH (formerly SVS-Vistek GmbH) is obliged to take back the packaging of products delivered by Allied Vision Gilching GmbH as well as electrical and electronic waste of these products from its German customers and to dispose of it at their own expense. Customers who wish to exercise this right may return the afore-mentioned packaging and electrical and electronic waste DAP (Incoterms 2020) to Allied Vision Gilching GmbH, Ferdinand-Porsche-Straße 3, 82205 Gilching, The customer shall be responsible for deleting private data prior to disposal.

## **13. DEFINITIONS**

13.1 In this Agreement the terms defined hereunder shall have the following meaning: ‘**Agreement**’ any agreement resulting from an Offer or Confirmation, and any agreement

incorporating these GTCs by reference;

**‘Confirmation’** all acceptances, acknowledgements or confirmations by Seller of any order of Purchaser, including without limitation orders of Purchaser resulting from any pricing or other framework agreement between any Purchaser and Supplier;

**‘Products’** the products sold by Supplier;

**‘Offer’** all quotations and offers of Supplier to Purchaser;

**‘Section’** an article of these GTCs;

**‘Services’** the services provided by Supplier;

**‘Supplier’** the Allied Vision Gilching GmbH

## **ANNEX A - SPECIFIC WARRANTY PROVISIONS FOR SENSORS**

These clauses apply to the extent Supplier uses specific sensors for its products or sells them.

1. In this Annex the terms defined hereunder shall have the following meaning. “Gross Sensor Failure” failure of the sensor’s ability, when appropriately parameterized for imaging conditions, to render a well-formed image substantially consistent with the subject, i.e. complete failure, image strongly distorted, or substantial interference relative to industry norms for the same sensor technology and camera type “Defective Pixel” Bright pixel in a dark field, dark pixel in a bright field, or pixel yielding substantially differing value relative to its immediate neighbours when exposed to the same conditions. “On-Camera Defective Pixel Compensation” a feature on a camera also known as defective pixel correction that replaces a defective pixel’s value with the averaged value of its nearest neighbours “Host-Based Defective Pixel Compensation” software that can implement a suitable nearest-neighbor (or similar) pixel averaging and substitution.

2. The sensor is warranted against Gross Sensor Failure for the same term as

the camera as a whole.

3. No sensors are warranted against Defective Pixels per se, as they are a normal phenomenon in digital imaging. However, for cameras offering On-Camera Defective Pixel Compensation, that feature is warranted to perform as specified for the same term as the camera as a whole. For camera’s that do not have this feature, the Supplier advises Purchaser to arrange for Host-Based Defective Pixel Compensation.

4. The Purchaser is aware that cameras with Removed Cover Glass (-R) sensor options are sensitive to dirt on the surface and to mechanical impact destroying the microstructures. Supplier therefore does not provide any warranty for cameras with the -R sensor option.

5. For all sensors the warranty will lapse automatically if the cover glass or the circular protection foil has been removed.

Allied Vision Gilching GmbH (formerly SVS-Vistek GmbH)

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