

General Terms and Conditions

The following conditions apply to commercial transactions with all purchasers who are not consumers within the meaning of § 13 BGB.

1. General

- 1.1 Deliveries, services and offers are exclusively based on these terms and conditions.
- 1.2 The customers purchasing or other conditions shall only apply if they have been confirmed by us in writing.
- 1.3 Orders as well as additional verbal agreements for orders, which are made with us, require written confirmation in order to be valid.
- 1.4 These conditions shall also apply to future transactions in the case of permanent business relations between our customers and us.

2. Conclusion of the contract, delivery

- 2.1 Our offers are subject to change and non-binding. Subject to technical changes within reasonable limits, as well as adaptation of our products to a later standardization.
- 2.2 By ordering a product the customer declares binding to want to acquire the ordered goods (contract offer). We are entitled to accept this offer within a week since the day of its receipt by us. Acceptance can be either expressly in written or text form or by sending the ordered goods.
- 2.3 Delivery dates are generally without obligation. Unless exceptionally a certain delivery time is agreed, so the delivery time starts upon receipt of all documents required for the execution of the order and payment, insofar as this is agreed.
- 2.4 The contract is concluded subject to the correct and timely delivery by our suppliers. This applies only in the case in which the non-delivery is not our responsibility. In particular, upon the conclusion of a proper, congruent hedging transaction, we are not responsible for a non-delivery.
- 2.5 Adequate partial deliveries as well as reasonable deviations from the ordered quantities of up to about 10 % are permissible.
- 2.6 If an agreed delivery period is not complied with, the buyer shall be entitled to demand for each completed week of delay a lump sum compensation of 3% of the value of that part of the complete delivery which has not been delivered according to contract for each completed week of delay. This compensation due to delay shall not exceed 15% of aforesaid delivery value.
- 2.7 For call-orders with agreement on duration we are entitled, at the end of the period, to deliver the goods without notice.
- 2.8 Force majeure shall entitle us to postpone delivery by the duration of the obstruction and an additional reasonable starting time of approx. 3 weeks or to withdraw from the contract completely or partially. As equivalent to force majeure are treated any operating breakdowns due to strike, lockout, lack of raw material or unforeseeable delays in transport through our sub-suppliers that make punctual delivery impossible despite reasonable endeavours. The proof thereof has to be furnished by us. Our right of withdrawal is excluded in cases of short-term disturbances merely causing a delay in performance and other performance obstacles that we are responsible for. The customer can prompt us to declare within two weeks whether we are going to withdraw from contract or deliver within a reasonable extension of time. If we do not submit any declaration, the customer may withdraw from the contract in whole or in part. We shall notify the customer without delay if a case of force majeure or any other incident equivalent to force majeure occurs.

3. Transfer of risk

- 3.1 The risk of delivery is transferred to the customer as soon as the goods are despatched from our company. This shall also apply to partial deliveries.

4. Price, packing, shipping

- 4.1 Prices are in Euro ex works or warehouse and do not include freight, insurance and VAT. The packaging is invoiced at cost.
- 4.2 If there are no express instructions from the customer for packaging and shipping, we reserve the right to choose the packaging and transport route.
- 4.3 Confirmed prices of an order are not binding for re-orders of similar parts.

5. Payment conditions

- 5.1 Unless otherwise agreed, our invoices are payable in Euros within 30 days of the invoice date. This also applies to partial deliveries. After this period the customer is in default of payment.

- 5.2 A payment is considered made only when we can dispose of the amount. In case of payment by papers, whose acceptance we reserve in each individual case, the payment is considered to be made when the paper is redeemed. The buyer shall bear the related costs and charges.
- 5.3 If the customer does not fulfil his payment obligations, in particular does not pay a check or bill or stops his payments, or if other circumstances become known to us, the creditworthiness of the customer in a business relationship make important dimensions in question, we are entitled to make the entire remaining debt, even if we have accepted checks or bills payable. We are also entitled in this case to demand advance payment or security deposit.
- 6. Customer complaint, guarantee**
- 6.1 The customer shall inspect the goods immediately upon receipt. Claims for defects shall only apply if defects are reported immediately by the customer in writing within 7 days from date of delivery at the latest. In case of hidden defects the complaint is to be submitted within 7 days upon their identification. In the event that defects are discovered by third parties, the customer's first notice of the defect commences upon receipt of that information within the scope of the statutory or agreed warranty period.
- 6.2 In the case of a justified notice of defects, we can at our option provide supplementary performance by repair or replacement. The supplementary performance does not include the removal of the defective item or the reinstallation, if the installation originally did not belong to our services. In the case of replacement delivery of a defect-free item, we are entitled to the return delivery of the defective item.
- 6.3 Within the scope of the legal provisions the customer shall be entitled to withdraw from the contract, if we fruitlessly lapse – under consideration of the legal exceptions – a reasonable period set by the customer for the repair or replacement delivery due to a material defect. If there is only a minor deficiency, the customer shall be merely entitled to reduce the contract price. Otherwise, the right to a reduction of the contract price shall be excluded.
- 6.4 Particularly the following cases we shall not guarantee: Improper or incorrect use, faulty assembly or putting in use on behalf of the customer or third parties, natural wear, faulty or negligent treatment, undue use or maintenance, improper application. Should the customer or a third party carry out incorrect repairs, we shall not be liable for the consequences arising from it. The same shall apply to changes carried out on the delivery item without our prior consent.
- 6.5 Should the customer find out that an infringement of an industrial property right of a third party may occur through the goods delivered by us he shall be obliged to inform us without delay. The same shall apply in the case that recourse is sought against the customer as a consequence of a purchase of consumer goods (§ 478 BGB – German Civil Code).
- 6.6 Claims for defects and contractual claims from customers by reason of and in conjunction with the delivery of the goods shall become time-barred one year after delivery of the goods. This shall not apply to cases of gross negligence, wilful default, injuries to life and limb or fraudulent concealment of a defect. Any improvements or replacement deliveries shall not cause the period of limitation to begin again.
- 7. Limitations of liability**
- 7.1 If the customer cannot use the delivery item according to contract due to our fault and in consequence of neglectful or incorrect execution of recommendations and consultation carried out before or after the conclusion of the contract, or through the breach of other contractual secondary obligations – particularly instructions for the operation and maintenance of the delivery item – the following shall be valid subject to the exclusion of further claims of the customer: For damage that has not occurred on the delivery item itself we shall be liable for whatever legal reasons only in the case of wilful intent, gross negligence, non accidental injury of life, health and limb, in the case of defects that have been fraudulently concealed or the absence of which had been guaranteed; for defects of the delivery item, we shall be liable to the extent that we are liable for personal or material damage on privately used items according to the Product Liability Act. In the event of undue breach of essential contractual duties we shall also be liable in the case of gross negligence of non-executive employees and in the case of slight negligence, in the latter case liability shall be limited to the reasonably foreseeable damage typical for a contract. Further claims are excluded.
- 7.2 We are not liable for slightly negligent infringement of insignificant contractual obligations.
- 7.3 In the case of other slightly negligent breaches of duty, our liability is limited to predictable, contract-typical, direct average damage according to the type of goods. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents.
- 7.4 Claims for damages of the customer become time-barred one year from the delivery of the goods. This does not apply to claims of the customer due to product liability or in the case of physical or health damage attributable to us or loss of life of the customer.

8. Retention of title

- 8.1 We shall reserve title to the goods delivered pending the full settlement of all claims including all accessory claims against the customer from the business relation and including claims accruing in the future
- 8.2 The customer shall be entitled to resell the items delivered with retention of title within the scope of a proper course of business. However, as of now, he shall assign to us all claims accruing from sales to his customers or to third parties. This shall apply, irrespective of whether the reserved goods are sold with or without treatment or alterations. Until cancelled, the customer shall remain authorised through us to collect the outstanding accounts assigned to us. We commit ourselves to not collecting the outstanding accounts as long as the customer meets his obligations to pay.
- 8.3 Moreover, the customer shall not be entitled to pledge the goods delivered under retention of title as security or to dispose of them otherwise. We commit ourselves to releasing the securities he is entitled to on request of the customer, if their value exceeds our total claims to be secured against the customer by 20 %. A repurchase of the goods under retention of title or a pledge of this merchandise through us is not considered to be a withdrawal from the contract.
- 8.4 If we make use of the retention of title by repurchasing the goods in accordance with the preceding provision, we shall be entitled to sell the merchandise by private contract or by auction. The reserved goods shall be repurchased at the proceeds generated, yet maximally at the delivery prices agreed. We reserve the right to further claims for damages, particularly loss of profit. On repurchasing the goods, a lump sum shall be agreed, namely for merchandise in its original packing that is still part of the current sales line, it shall be 80 % of the amount invoiced; for merchandise that has to be newly packed, 70 % of the amount invoiced and for merchandise that is no longer part of the current sales line, 50 % of the amount invoiced. We shall also be entitled to pay the current, proven damage instead of the lump sum at any time.

9. Property right

- 9.1 The customer has the contractual obligation, it documents and drawings, as well as services rendered by us and constructive proposals for the design and manufacture of lamps only for the agreed purpose. The customer is prohibited from making it accessible to third parties without our consent or the subject of publications.

10. Offsetting and liens

- 10.1 The customer shall only be entitled to offset claims that have been accepted by us or that have been irrevocably established. In view of the customer's respective underlying claim, the same shall apply to the exercise of the right to refuse performance and to liens.

11. Contract changes

- 11.1 Contractual amendments, changes or subsidiary agreements require our written confirmation in order to become effective.

12. Other

- 12.1 Should one or several of the preceding provisions be or become ineffective, the effectiveness of the other provisions shall not be affected. Ineffective provisions or those that are not applicable shall be replaced by such provisions that are closest to the economically desired purpose of the dropped provision.

13. Place of fulfilment, jurisdiction

- 13.1 It applies to the legal relationship between the customer and us expressly and exclusively the law of the Federal Republic of Germany.
- 13.2 Place of fulfilment is Lüdenscheid as our head office, place of jurisdiction is the Local Court of Lüdenscheid/County Court of Hagen. We reserve the right, at our option, to claim against the customer at his general place of jurisdiction.

February 2018