

General Conditions of Sale and Delivery – Switzerland

I. General provisions

- The following General Conditions of Sale and Delivery apply exclusively to all deliveries and services provided by Alteme Licht AG Switzerland - herein-after referred to as the "Supplier". The validity of any terms and conditions applied by the Purchaser is expressly repudiated; these shall not become contractually binding, even where the Supplier supplies the Purchaser without reservation in the knowledge that terms of the Purchaser diverge from these GTC's.
- Deviations from or modifications to these GTC's are only effective with the express, written confirmation of the Supplier and shall apply only to the respective transaction for which they are agreed.

II. Offer/Conclusion of contract

- Offers by the Supplier are non-binding.
- Contracts become binding with respect to the type and scope of the delivery only upon confirmation of the order by the Supplier. For scope and type of delivery, the Supplier's written confirmation of the order is decisive. Written confirmation of the order is also decisive for orders of the Purchaser to commercial agents and/or sales representatives of the Supplier.
- The Supplier's General Terms of Sale and Delivery are accepted by the Purchaser when placing an order. Oral or written orders are deemed accepted when confirmed in writing by the Supplier. Oral agreements are only valid upon their subsequent written confirmation. After the Supplier's has confirmed an order, cancellation or modification of the order is only possible with the Supplier's written agreement and subject to a charge.
- Catalogues, brochures and, in particular, lighting planners provided free of charge are non-binding without a separate, written agreement. The Supplier reserves the right to make technical and formal modifications to products represented and described in its sales documentation.
- The Supplier retains unrestricted rights of ownership and copyright exploitation rights to all costs estimates, drawings and other documents. Documentation may only be made accessible to third parties with the prior consent of the Supplier and, where an order is not placed with the Supplier, must be returned immediately upon request. Clauses 1 and 2 (II.5) above apply by analogy to documentation of the Purchaser, but such documentation may be made accessible to third parties whom the Supplier has authorized to make deliveries.

III. Prices

- Prices apply ex works (EXW) from the Supplier, excluding freight and insurance and plus applicable statutory VAT, unless otherwise agreed.
- Prices are subject to change.
- Offers by the Supplier are fundamentally non-binding and subject to prior sale, unless a fixed period of validity is expressly agreed.
- Prices in the Supplier's written confirmation of order are binding. Unless otherwise agreed, total prices are net without any deductions.

IV. Payment terms

- Unless otherwise agreed in writing, invoices are due and payable net within 30 days of receipt and delivery. Any reductions granted are valid, unless otherwise agreed, only for the the respective order for which they have been agreed in writing.
- In the event of late payment, the Supplier is entitled to apply interest in the sum of 9 percentage points above the relevant base rate. The right to make further claims remains reserved. Where payment by instalments is agreed and the Purchaser is late with paying an instalment, the residual debt under the contractual relationship will become due and payable immediately.

- The Purchaser has a right of set-off or retention, even in the event of notification of defects, only when its counter-claims have been legally recognized or are undisputed.
- Non-compliance with payment terms or circumstances likely to reduce the creditworthiness of the Purchaser will lead to all claims of the Supplier becoming due and payable immediately. Furthermore, the Supplier is entitled to seek advance payment for all outstanding deliveries and to withdraw from the Contract after an appropriate grace period or to seek damages for non-performance.

V. Delivery dates and deadlines

- Delivery dates and deadlines are only binding where the Supplier has confirmed these in writing.
- Compliance with delivery dates and deadlines presupposes timely receipt of all documentation, technical details etc. from the Purchaser, adherence to the agreed payment terms (e.g. advance payment) and fulfilment of other obligations by the Purchaser. Where such preconditions are not met in a timely manner, deadlines will be appropriately extended; this shall not apply where the delay is attributable to the Supplier.
- Where non-compliance with deadlines is, for example, due to a shortage of raw materials, operational disruption, strikes, late or irregular supply to the Supplier, force majeure etc., deadlines will be appropriately extended.
- The deadline is met, when the goods have left the Supplier's works or warehouse by expiry of the delivery period or the Purchaser has been notified of their readiness for delivery.
- Where the Supplier is delayed, the Purchaser - as soon as it can establish credibly that it has incurred a resultant loss - can seek damages at 0.5% of the price for that part of the delivery which cannot be appropriately utilized because of the delay, for each complete week of delay, to a maximum, however, of 5%.
- Both demands for compensation by the Purchaser as a result of delays in delivery and demands for compensation in lieu of performance which exceed the limits specified at paragraph 5 are excluded in all cases of delayed delivery, even after expiry of any deadline imposed on the Supplier for delivery. This shall not apply in the event of liability for intent, gross negligence or injury to life, limb or health. The Purchaser may only withdraw from the Contract within the scope of statutory provisions, where the delay to delivery is attributable to the Supplier. The preceding provisions do not lead to a change in the burden of proof to the disadvantage of the Purchaser.
- The Purchaser undertakes to notify the Supplier within a reasonable period as to whether it intends to withdraw from the Contract as a result of the delay or continues to require delivery.
- The Supplier reserves the right to make changes to the design and features of the goods for delivery in accordance with technological advances.

VI. Transfer of risk, partial deliveries, packaging

- Risk transfers to the Purchaser upon readiness of the goods for delivery and notification that the goods are ready for dispatch from the Supplier's delivery plant or warehouse. Where partial deliveries are made, the same applies in respect of respective partial deliveries. Where alternative trade terms are agreed in individual cases, these must be set out in accordance with INCOTERMS in the version applicable on the date that the Contract is concluded.
- Partial deliveries are permitted provided that these are reasonable for the Purchaser.
- Packaging will be taken back at the Supplier's delivery plant during normal business hours. Packaging must be

returned free from remnants and extraneous matter and free from contamination not related to the product.

- Receipt:
 - In appropriate time prior to delivery of the goods, the Purchaser must designate, with binding effect, one or more persons who are authorized to take receipt of the delivery and sign the delivery note. This shall apply, in particular, where delivery is to be made to a site other than the Purchaser's place of business.
 - Where authorized persons as designated by the Purchaser are not present at the agreed delivery time at the agreed delivery location or such persons are not ready to take receipt of the goods, the Purchaser is in default of acceptance with the consequence that risk transfers to it. Furthermore, the Purchaser shall cover all costs incurred as a result of any necessary re-delivery.
 - The Purchaser may not refuse to take receipt of deliveries exhibiting insignificant defects, notwithstanding its warranty claims.

VII. Retention of title

- The Supplier retains title to all goods delivered by it until payment is made in full. In the case of a current account, the retained title shall serve to secure the balance.
- The Purchaser shall store the items delivered at its own expense for as long as title is retained and shall insure the goods in favour of the Supplier against theft, breakage, fire/water damage and other risks. The Purchaser shall take all steps to ensure that the Supplier's claim to title is neither prejudiced nor invalidated.
- Processing or modification of goods by the Purchaser is always undertaken on behalf of the Supplier. Where the goods are processed with other items not belonging to the Supplier, the Supplier shall acquire joint title to the new goods, under exclusion of the acquisition of ownership provision pursuant, determined by the ratio of the value of the object delivered to the other processed objects at the time of processing.
- Where the goods are combined or inseparably mixed with items not belonging to the Supplier, the Supplier shall acquire joint title to the new goods, determined by the ratio of the value of the goods to the other, combined or mixed objects at the time of combination or mixing. Where the combination or mixing is effected in such a way that the Purchaser's object is the main constituent of the new object, it is agreed that the Purchaser shall assign proportionate joint title to the Supplier.
- Where the Purchaser sells on the delivered goods - regardless of whether they have been processed, combined, mixed or not - in the ordinary course of business, it thereby assigns the claim arising from the resale against its customer to the Supplier with all subsidiary rights. The Purchaser undertakes to reserve title to the goods against its customer until full payment of the purchase price has been made.
- The Purchaser is not entitled to otherwise dispose of the goods subject to retention of title, particularly, by way of pledging and security transfer. Attachment or seizure of the goods subject to retention of title must be notified to the Supplier immediately. Resultant costs of intervention shall be covered by the Purchaser.
- Where the value of securities for the Supplier exceeds total claims by more than 20%, the Supplier undertakes to release securities selected by the Supplier in a corresponding amount upon request of the Purchaser.
- Where the Supplier exercises its reservation of title rights by taking back goods subject to reservation of title, the Supplier is entitled to sell or auction the goods. Taking back goods subject to reservation of title, which does not constitute withdrawal from the Contract, is effected in the amount of the pro-

ceeds obtained, but not exceeding the agreed prices. Further claims for damages, in particular, loss of profit, remain reserved.

VIII. Sample

- On an exceptional basis and by express agreement, most of the supplier's products can be obtained as samples with a right of return for the agreed sampling period of 60 days.
- Delivery of samples is usually made, for administrative reasons, against invoice with an extended term of payment of 60 days, which includes the fixed period for which the sample is held. Upon return of the goods within the deadline in factory-packaged, complete and "as new" condition, a credit note will be awarded
 - 100% for inventory items or
 - 90% for non-inventory items.
- Where the sample is not returned in proper condition or the period for holding the sample is exceeded, take-back will only occur or a credit note will only be awarded in accordance with our restricted returns policy (see "Returns").

IX. Returns

- Returns will only be accepted with the prior, written agreement of Alteme Licht AG Schweiz.
- Returns of finally purchased goods will only be accepted with the prior, written agreement of the Supplier. Where the Supplier has provided such agreement, the goods are to be returned carriage paid with a copy of the delivery note for the respective purchase.
- Provided that the return goods are listed with the Supplier and in their original packaging and the payment period was not more than 90 days ago, a credit note will be awarded with deduction of handling charges. Such charges amount to 30% of the net amount paid, in addition to the costs of take-back, inspection, repair and repackaging - but at least CHF 50.00.
- Special luminaires and special colours, goods that are not in their original packaging and products that are not contained in the valid price lists are always excluded from returns.
- Credit notes for returns will not be paid out, but can be set off against invoices due for other goods purchases.

X. Material defects

- Unless otherwise agreed, features of the goods owed under the Contract are exclusively set out in product specifications of the Supplier with validity on the date of delivery. Features of samples and proofs are binding only insofar as they have been explicitly agreed to define the features of the goods; such agreement requires the written form. Information on features and product life and other details are only warranties if they are agreed and designated as such in writing; the warranty requires written confirmation by company management.
- The Purchaser must examine the goods upon receipt, to the extent practicable in the ordinary course of business, and must notify the Supplier of any obvious defects in writing and without delay, at the latest, however, within seven days of discovery of the defect. Otherwise the delivery shall be deemed to have been approved, unless the defects were maliciously concealed by the Supplier.
- Where the delivery is incomplete or there is visible damage from transportation, the Purchaser must notify the carrier of this upon delivery. Damage from transportation which is not visible externally must be notified to the carrier in writing (e.g. fax/letter) within seven days of delivery. The Supplier must be informed of such notification in every instance.
- For deliveries of defective goods where the notification process has been fol-

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- lowed properly in accordance with paragraph 2 (above), the Supplier shall be given the opportunity by the Purchaser to make a subsequent delivery. The Purchaser is entitled to withdraw from the Contract or to a reduction of the purchase price, where subsequent delivery fails or is unreasonable for the Purchaser, refused by the Supplier or does not take place within a reasonable period. Where defects are only insignificant, withdrawal is excluded.
5. Claims for defects cannot be made to the extent that the defect results from inappropriate or unsuitable use or storage, inappropriate or unsuitable transportation, incorrect or negligent handling or alteration of the environmental conditions suitable for this type of goods.
 6. Any claim by the Purchaser for damages can only be made in accordance with mandatory statutory provisions and the following provisions at XI.
 7. Insofar as the law does not provide for mandatory, longer deadlines, all claims for defects, with the exception of claims pursuant to XI, shall become time-barred upon expiry of 12 months after delivery.
 8. The warranty for luminaires (including ballasts and operating units) sold under the "Alteme" trademark is 5 years for LED luminaires. Emergency lighting modules and accessories are covered for 2 years. Emergency lighting batteries and wearing parts are excluded. The warranty for emergency lighting batteries is 1 year, provided that the operating conditions (ambient temperatures) are complied with.
 9. For LED lights with fixed, assembled LED illuminants, the illuminant is included in the warranty (excluding Retrofit LED lights). The warranty is limited during this period to defects that are verifiably attributable to material, design or construction faults on the part of the Supplier. For replacements of defective luminaires or components, the warranty period shall not begin to run again for either replacement luminaires or replacement components. The warranty applies only for breakdown in LED modules >0.2%/1,000 operating hours and a decline in luminous flux of >30%/50,000 (>0.6%/1,000) operating hours, insofar as not otherwise stipulated in the product specifications and specifications for use (data sheet).
 10. As a result of technological progress and necessary changes to the luminous flux of products, there may be deviations in LED light sources in subsequent deliveries when compared with the light characteristics of the original products.
 11. Service life specifications for bulbs: The service life of all technical light products depends on standard operating conditions and supply voltage etc. in accordance with the technical data. Bulbs are expendable parts, for which the service life is very variable (1,000 to 60,000 hours) can be severely affected by operating conditions. Bulb service life specifications are usually provided in a format showing operating hours (e.g. average service life = 20,000 hours) under normal conditions, which may differ from use in practice. Bulb service life specifications in the form of operating years are also based exclusively on standard operating conditions (switching cycles, operating hours per year etc.) and the usual criteria for maintenance intervals which appear useful for the intended purpose.
 12. A usage-dependant decrease in luminous flux is normal for LED-products (up to 30% within the service life) and does not represent a defect and is thus not covered by the warranty. Consequently, when subsequent deliveries of LED lights are made, there may be usage-dependant deviations in the light characteristics compared with the lights already installed.
 13. Products must be used in compliance with product specifications and specifications for use and professionally installed in accordance with the installation manual with the required ESD protection measures.
 14. Limit values for temperature and voltage must not be exceeded and products must not be exposed to improper mechanical stresses or extreme external ambient conditions (damp, temperature, dirt, dust, aggressive gases).
 15. The above-mentioned causes of defects shall void all warranty claims. The same shall apply for independent repairs and interference with the goods delivered by the Purchaser or a third party.
 16. The Supplier reserves the right to determine justification of the warranty claim after product inspection. For justified warranty claims, the Supplier may choose to mend defective parts, to replace these with defect-free parts or to make a replacement delivery.
 17. Project design work, dimensioning and quantity determination on the basis of technical lighting planning/calculation and/or determination of the scope of delivery by the Supplier shall be effected purely in the service of the Purchaser's interests. The Supplier assumes no liability for such work. Furthermore, claims for defects shall not arise for software defects that can no longer be reproduced.
 18. In particular, we bear no liability for minimal deviations of goods in terms of quantity, colour or design with reference to illustrations, samples or our conditions of sale.
 19. Any further warranty or damages award is excluded. In particular, we shall not bear the expense of programming, transportation, removal and reassembly of luminaires and apparatuses or their component parts or any consequential damage. Price reductions or withdrawal from the Contract are excluded.
 20. Every warranty further presupposes that the defective equipment will be forwarded, carriage paid, to Alterme Licht AG, Aarau.
 21. We further refer you to our product-specific details in our product data sheets.
- ### XI. Liability
1. The Supplier is liable for its own intent and gross negligence and for intent and gross negligence on the part of its legal representatives and agents. To the extent that intent or gross negligence cannot be ascribed to the Supplier or its legal representatives and agents, liability is limited to foreseeable damages typical for this type of contract.
 2. The Supplier is, further, liable in the event of culpable injury to life, limb and health by it, its legal representatives and agents, and in the event of malicious concealment of a defect or assumption of a warranty. In the last instance, the scope of liability depends on the warranty statement.
 3. The Supplier is, further, liable for culpable violation of such obligations, fulfillment of which facilitates performance of the Contract and observance of which the Purchaser regularly relies on and is entitled to rely upon, by it, its legal representatives or agents. To the extent that intent or gross negligence cannot be ascribed to the Supplier or its legal representatives and agents, liability is limited to foreseeable damages typical for this type of contract.
 4. The Supplier is also liable in cases of strict liability under the law, for example, under the German Product Liability Law.
 5. The Supplier is not liable for damages which result from interference by third parties, improper installation, excessive use, excessive voltage or chemical influences, insofar as these are not attributable to fault on the part of the Supplier.
 6. All other liability - on any legal ground whatsoever - is excluded. In particular, under no circumstances can the Purchaser claim compensation for damages not caused to the delivery goods themselves, such as damages to objects or works of which the Supplier's products have become a component, expenses for removal and installation of our products and for on-site operations, any further processing of the products, any production losses, loss of use, loss of orders, loss of profit or any other direct or indirect damages.
- ### XII. Freight charges
1. Will be applied for all orders for which the net value of the goods is less than CHF 1,000.00 (plus VAT). For small orders, the freight charge is CHF 35.00.
 2. Returns or partial deliveries for which the Supplier is responsible are excluded from this provision.
- ### XIII. Data protection
- The Supplier collects personal data for the purpose of performing the Contract and saves such data for processing exclusively for performance of the Contract.
- ### XIV. Concluding provisions
1. Amendments and/or additions to this Agreement shall only be effective if made in the written form. The same shall apply to amendment of this written form clause.
 2. Swiss substantive law shall apply exclusively. Application of the United Nations Convention on the International Sale of Goods (CISG) is excluded. The validity of the "Vienna Sales Convention" is expressly excluded.
 3. The place of performance for all obligations arising under this Agreement or contract negotiations, including those in connection with securities available or granted to the Supplier, is the Supplier's place of business.
 4. Insofar as the Purchaser is a merchant, a legal entity under public law or special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement and its validity shall be the court over Alterme Licht AG with jurisdiction in Aarau, Switzerland. However, the Supplier is entitled to initiate a legal action at the Purchaser's principal place of business.
 5. Where an individual provision of the present Agreement and additional agreements concluded is or becomes ineffective, the validity of the remaining provisions of the present Agreement shall be unaffected thereby. The Contracting Parties undertake to replace the ineffective provision with a provision that comes as close as possible to the economic purpose of the original provision. The above shall also apply in the event of an omission.