

Terms & Conditions

1. Area of Application, General Information, Definition of Terms

- a) The following General Sales and Delivery Terms shall solely apply; we do not recognize any contradictory terms of the customer or those differing from our Sales and Delivery Terms unless we agreed to their validity in writing. Our Sales and Delivery Terms shall also apply if we carry out the delivery/service without any reservation, in knowledge of terms of the customer that are in conflict with or differ from our Sales and Delivery Terms.
- b) All agreements made between us and the customer for the purpose of implementation of this contract are set down in writing in this contract.
- c) Our Sales and Delivery Terms shall also apply to all future business with the customer.
- d) The purchase object (in the following also referred to as goods) according to these General Sales and Delivery Terms are the objects we must deliver or have delivered irrespective of whether based on a purchase agreement or contract for work or services.

2. Offer, Conclusion of the Contract, Documents

- a) Our offer is without engagement unless otherwise specified in the offer.
- b) Our written order confirmation is authoritative for the materialization of a sales agreement and for the scope of the delivery. Any additional agreements and modifications shall require our written confirmation in order to be valid.
- c) We reserve ownership and copyrights to diagrams, drawings, calculations and other documents. This shall also apply to written documents labelled "confidential". The customer shall require our express written agreement before the documents are forwarded to third parties.

3. Delivery Time, Delivery Deadline, Reservation of Self-Delivery, Default, Part Delivery

- a) Delivery times are only binding when expressly specified by us as binding in writing. Commencement of the delivery time indicated by us shall presuppose the clarification of all technical questions.
- b) Further, adherence to our delivery obligations shall presuppose the timely and correct fulfilment of the customer's obligations. The plea of unfulfilled contract shall remain reserved.
- c) Delivery by us is under the reservation of self-delivery. We shall inform the customer immediately if self-delivery does not take place. If there is no self-delivery the purchase agreement or contract for work or services is deemed as not concluded; we shall then immediately reimburse any counter consideration paid to the customer. We shall not undertake a procurement risk.
- d) If the customer comes into default of acceptance or culpably breaches other obligations to cooperate, then we are entitled to demand compensation for the damage thus arising to us, including for any additional expenditure. Further-reaching claims are reserved.
- e) If the pre-conditions of item 4d) are present, the risk of incidental destruction or incidental deterioration of the purchased object shall be passed on to the customer at the moment it came into default of acceptance or debtor default.
- f) We shall be liable according to statutory requirements so long as the underlying agreement is a fixed transaction according to article 286 para. 2 no. 4 German Civil Code or of article 376 German Commercial Code. We shall also be liable according to statutory provisions if as the result of a default in delivery attributable to us the customer is entitled to assert that it is no longer interested in a further performance of contract.
- g) Furthermore, we shall be liable according to statutory provisions as long as the default in delivery is founded on a wilful or grossly negligent breach of contract attributable to us; culpability of our representatives or auxiliary persons is to be ascribed to us. To the extent that the default in delivery is due to grossly negligent breach of contract attributable to us, our liability for damages shall be limited to the foreseeable, typically occurring damage. We shall also be liable according to statutory provisions as long as the default in delivery attributable to us is founded on culpable breach of an essential contractual obligation; in this case, however, compensation for damage liability is also limited to the foreseeable, typically occurring damage. Our unrestricted liability due to culpable injury to life, person or health shall remain unaffected.
- h) Unless otherwise agreed above our liability is excluded. Additional statutory claims and rights of the customer, especially the statutory right of withdrawal, remain unaffected.
- i) We are entitled to make part deliveries in a quantity acceptable for the customer.

4. Passage of Risk and Acceptance

- a) Unless otherwise stipulated in the order confirmation, delivery is agreed "ex works".
- b) If shipping is agreed this shall take place at the cost and risk of the customer. In the event of shipment, we shall be responsible for choosing the shipping route, the type of shipment and the forwarding agent or carrier if no other written agreement has been made.
- c) In the case of shipping, assumption of risk shall occur when the goods have been transferred to the transport company or have left the manufacturer's plant, also if partial deliveries take place or if have taken over other services, for example shipping, costs of transportation and installation. If shipping is delayed as a result of circumstances that can be attributed to the customer, then risk shall be transferred to the customer from the day of shipping readiness; however, we are obliged to effectuate the insurance demanded by the customer at the request and the expense of the customer.
- d) In the event of us providing deliveries and services that necessitate the mounting of assembly sections on site, we shall have these parts delivered by a forwarding company. In these cases, the customer is not entitled and not authorized to accept the delivered goods. Acceptance of delivered goods must only be carried out by the fitter authorized by us.

5. Prices, Terms of Payment

- a) Unless stipulated otherwise in the order confirmation, our prices shall apply "ex-works", excluding packaging; packaging shall be invoiced separately.
- b) Our prices are plus statutory VAT if this is imposed and plus any taxes, duties and other public fees in the customer's country. The statutory VAT is incurred at the statutory rate on the day the invoice is issued and is listed separately in the invoice.
- c) For contracts with an agreed delivery time of more than two months, we reserve the right to increase or decrease prices in accordance with changes in cost arising, in particular due to tariff alterations or changes in the price of materials. We shall provide evidence of these to the customer on request.
- d) The deduction of discounts shall require special written agreement.
- e) Unless stipulated otherwise in the order confirmation, the purchase price shall be due for payment without deduction within 30 days of the invoice date. The statutory provisions shall apply as regards the consequences of default.
- f) Set-off rights shall only be due to the customer if its counterclaims are established to be res judicata, are undisputed, or recognized by us. Moreover, the customer shall be authorized to exercise a right of retention to the extent that its counter-claim concerns the same contractual relationship.
- g) Decisive for the timeliness of the payment is the credit of the payment amount without any deductions or fees on LightnTec's account.

6. Production Information, Quality of Marking Systems and Illuminated Advertising Systems

- a) We remind you that the illumination of light- & screen foils may be perceived as a disturbance. We will send you the illumination wattages (Lux wattages) of every element on request.
- b) Condensation build-up and soiling may occur inside illuminated elements during outdoor use. For this reason, on request we provide corresponding maintenance, service and cleaning offers to accordingly clean the elements annually. In some cases, soiling of the facade by rainwater flow-off may occur due to installations outdoors. Preventive use of painting material with a lotus effect can improve this, but cannot however completely eliminate it.
- c) Light reflections on the surface of marking elements – also depending on the angle, light incidence and temperature – can give the impression of unevenness of the light- & screen foil. This does not constitute a fault.
- d) Due to fittings outdoors, soiling of the facade and of the elements may occur through insects, dust, soot, rainwater and other similar environmental influences.

7. Liability for Defects

- a) Customer claims for defects in the context of a purchase contract or of a contract for work or services presuppose that the customer has properly satisfied its duty to inspect and complain according to article 377 German Commercial Code.

b) Where there is a defect in the purchase object, we are entitled according to our choice to subsequent fulfilment in the form of defect removal or to the delivery of a new defect-free purchase object. Irrespective of article 275 para. 2 and para 3, we are entitled to refuse subsequent fulfilment if subsequent fulfilment is only possible with disproportionate costs. In the event of rectifying the defect or replacement we are obliged to bear all expenses required for the purpose of subsequent fulfilment, in particular transport, road, labour and materials costs, as long as the costs are not increased by the fact that the purchased item was brought to a place other than the place of execution.

c) If subsequent fulfilment fails, the customer is entitled to demand cancellation or reduction, according to its choice. Withdrawal is not an option if the defect is minor. The same shall apply if we have refused subsequent fulfilment in accordance with 8b) p.2.

d) We shall be liable according to statutory provisions to the extent that the customer asserts damages founded on intent or gross negligence, including the intent and gross negligence of our representatives or auxiliary persons. Unless we are charged with wilful breach of contract, liability for damages shall be limited to the foreseeable, typically occurring damage.

e) We shall be liable according to statutory provisions to the extent that we culpably breach an important contractual obligation; in this event too, however, liability for damages shall be limited to the foreseeable, typically occurring damage.

f) If the customer is entitled to damage compensation in lieu of service, our liability shall be limited to damages for the foreseeable, typically occurring damage, also in the context of letter c).

g) Liability due to culpable injury to life, person or health shall remain unaffected; this also applies to mandatory liability in accordance with the product liability act.

h) Unless otherwise stipulated above, liability is excluded.

i) The term of limitation for claims for defects is 12 months, calculated from transfer of risk.

8. Overall Liability

a) Further-reaching liability for damages than that provided for in article 4 and 8 is – regardless of the statutory form of the asserted claim – excluded. This applies in particular to damage compensation claims arising from default at close of contract, due to other breaches of obligations or due to claims to material damage compensation arising from tort in accordance with article 823 German Civil Code.

b) The restriction according to item 9 a) shall also apply if the customer demands compensation of useless expenditure in lieu of service instead of a claim for damage compensation.

c) To the extent that liability for damages against us is excluded or limited, this shall also apply in respect of personal liability for damages of our salaried employees, staff members, representatives and auxiliary persons.

9. Reservation of Ownership

a) We shall reserve ownership of the purchase object, likewise of software and of data carriers, until all payments arising from the business relationship have been received. In the event of breach of contract by the customer, particularly in the event of default in payment, we shall be entitled to take back the purchase object; this event shall constitute our withdrawal from the contract. After taking back the purchase object we shall be authorized to exploit it; revenue from exploitation shall be credited against the customer's liabilities minus appropriate exploitation costs.

b) The customer undertakes to handle the purchase object with care; in particular the customer undertakes to insure it sufficiently at cost when new, at its own expense, against damage through fire, water and theft. If maintenance and inspection tasks are required, the customer must carry these out at its own expense in good time.

c) The customer must inform us in writing immediately in the event of attachment or other third-party interventions, so that we can take legal action in accordance with article 771 German Code of Civil Procedure. Unless the third party is able to refund to us the legal and out-of-court costs of legal action in accordance with article 771 German Code of Civil Procedure, the customer shall be liable for the financial loss accruing to us.

d) The customer is entitled to re-sell the purchase object in the normal course of business; however, it shall transfer to us, with effect of today, all accounts receivable accruing to it from the resale against its buyers or third parties, to the sum of the final invoiced amount of our accounts receivable (including VAT), and this irrespective of whether the purchase object has been sold without or after processing. The customer shall remain authorized to call in this debt even after assignment. Our authorization to call in the debt ourselves shall hereby remain unaffected. However, we undertake not to call in the debt

as long as the customer meets its payment obligations arising from the collected revenue, does not come into default of payment and in particular as long as no request for instigating bankruptcy proceedings has been submitted or there is no cessation of payment. However if this is the case, we shall be able to request that the customer make the transferred accounts receivable and their debtors known to us, make all required statements concerning the collection, hand over all corresponding documentation and inform the debtors (third parties) of the assignment.

e) Processing or reconstruction of the purchase object by the customer shall always be undertaken for us. If the purchase object is processed using other objects not belonging to us, we shall acquire co-ownership of the new object in proportion to the value of the purchase object (final invoiced amount, including VAT) compared with the other processed objects at the time of processing. The same shall furthermore apply to the object arising from processing as for the purchase object delivered under reserve.

f) If the purchase object is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in proportion with the value of the purchase object (final invoiced amount, including VAT) compared with the other mixed objects at the time of mixing. If mixing occurs in such a manner that the customer's item is to be regarded as the main item, it shall be deemed as agreed that the customer transfers proportionate co-ownership to us. The customer shall hold for us the sole ownership or co-ownership thus arising.

g) In order to secure our accounts receivable against the customer, the customer shall also assign to us all accounts receivable against it accruing against a third party as a result of the connection of the purchase object with a property.

h) We undertake to release the securities to which we are entitled to at the request of the customer as long as the realizable value of our securities exceed the accounts receivable to be secured by more than 10 %; selection of securities to be released shall fall to us.

i) The customer shall receive the goods for use as agreed without any further transfer of industrial property rights. The customer shall refrain from registering industrial property rights embodied in the goods for itself or third parties or from appropriating them in any other way or from claiming ownership of the rights vis-à-vis third parties.

10. Recovery and Disposal of Old Electrical and Electronic Equipment

a) Unless there is a statutory exception for the goods delivered with regard to their recovery and disposal, the duty for the correct recovery and disposal lies with the customer when said goods are no longer in use. Of decisive importance for the recovery and disposal of the goods are the provisions of the German Electrical and Electronic Equipment Act (ElektroG) (act governing the launch, recovery and environmentally-friendly disposal of electrical and electronic equipment). For this purpose the customer already now releases us from the obligations according to section 10 para. 2 German Electrical and Electronic Equipment Act and the related claims of third parties.

b) The customer must contractually commit commercial third parties to whom the goods must be transferred, to properly dispose of said goods in accordance with the statutory provisions at their own cost when the goods are no longer in use. In the event of a repeated transfer of the goods the customer must additionally impose on the commercial third parties an obligation corresponding to sentence 1 of this provision; if it fails to do this, the customer continues to be committed to recover and dispose of the goods at its own cost after they are no longer in use.

c) These provisions shall apply accordingly as far as provisions apply at the place of use of the goods whose contents correspond to those of the German Electrical and Electronic Equipment Act.

11. Place of Execution, Place of Jurisdiction, Applicable Law, Miscellaneous

a) Our seat of business shall be the place of jurisdiction; however, we are entitled to bring the customer before its local court.

b) Unless otherwise stipulated in the order confirmation, our seat of business shall be the place of execution.

c) German law shall apply to the entire contractual relationship, in particular also in the event of cross-border deliveries; validity of the United Nations Convention on Contracts is excluded.