

I. General provisions

1. These terms and conditions shall apply exclusively to the legal relationships between the Supplier and the Customer in connection with the deliveries and/or services of the Supplier (in the following referred to as deliveries). The general terms and conditions of the Customer shall only apply to the extent the Supplier expressly agreed to them in writing. The mutual corresponding written declarations of the parties shall be decisive for the scope of the deliveries.

2. The Supplier reserves the unlimited rights of exploitation under proprietary rights and copyright law with respect to cost estimates, drawings and other documents (in the following referred to as documents). The documents may only be disclosed to a third party after prior consent of the Supplier, and they shall be immediately returned to the Supplier if the order is not placed with the Supplier. Sentences 1 and 2 shall apply mutatis mutandis for documents of the Customer; however, such documents may be disclosed to those third parties to whom the Supplier permissibly subcontracted deliveries.

3. The existing lighting documentation is based on the construction drawing provided to us. In doing so, ledxon neither carries out a collision check nor is the company obliged to check whether it is correct or complete. This means that all measurements must be checked on the spot. The assembling companies have to report any deviations of the construction management of the client. Discrepancies must be clarified between the technicians and the construction management. This documentation is not considered execution planning.

The lighting concept is the intellectual property of the company ledxon. His authorship is legally protected. The concept may not be copied or otherwise duplicated without the express written consent of ledxon. In addition, it is prohibited to make it accessible to any third party without the prior consent of ledxon.

The load capacity of the on-site ceiling construction must be suitable for the products of the company ledxon. The necessary information can be found in the installation instructions. The client bears the responsibility for verifying this. The commissioned installer assumes the correct orientation of the luminaires used.

4. The Customer shall have the non-exclusive right to use standard software and firmware with the agreed features on the agreed devices in unchanged form. The Customer is entitled to make a backup copy of the standard software, without express agreement.

5. Partial deliveries are permitted to the extent they are reasonable for the Customer.

6. The term "claims for damages" as used in these terms and conditions shall also include claims for compensation for wasted expenses.

II. Prices, terms of payment and set-off

1. The prices are ex works, excluding packaging and plus the respectively applicable statutory value added tax.

2. If the Supplier agreed to carry out the installation or assembly and if not agreed otherwise, the Customer shall pay all necessary ancillary costs, such as travel and transportation costs as well as daily allowances, in addition to the remuneration.

3. Payments shall be made ex paying agent of the Supplier.

4. The Customer shall only be entitled to setoff with claims which are undisputed or have been legally established.

III. Retention of title

1. The delivery items (reserved goods) shall remain the property of the Supplier until fulfillment of all claims of the Supplier against the Customer arising from this business relationship. Insofar as the value of all security interests to which the Supplier is entitled exceed the amount of all secured claims by more than 20 %, the Supplier shall, upon request of the Customer, release a corresponding part of the security interests; the Supplier shall have the right to choose between various security interests for release.

2. For the duration of the retention of title, the Customer is not entitled to pledge or transfer the reserved goods by way of security and the resale shall only be permitted for resellers in the ordinary course of business and under the condition that the reseller receives payment from their customers or makes the reservation that the ownership shall only be transferred to the customer when they fulfilled their payment obligations.

3. If the Customer resells reserved goods, they shall already now assign by way of security the future claims arising from the resale against the customers as well as all ancillary rights – including any balance claims – to the Supplier, without any other special declaration being required. If the reserved goods are resold together with other items without an agreement concerning the individual price for the reserved goods being made, the Customer shall assign to the Supplier such part of the claim for the total price which corresponds to the price charged by the Supplier for the reserved goods.

4. a) The Customer is entitled to process the reserved goods or to mix or combine them with other items. Processing shall take place for the Supplier. The Customer shall keep the new item resulting from this processing in custody on behalf of the Supplier, and the Customer shall exercise the care of a prudent businessman. The new item shall be regarded as reserved goods.

b) The Supplier and the Customer agree that in case that the reserved goods are mixed or combined with other items which do not belong to the Supplier, the Supplier shall in any case acquire co-ownership of the new item in the amount of the portion resulting from the ratio of the value of the mixed or combined reserved goods and the value of the remaining goods at the time they are mixed or combined. Insofar, the new item shall be regarded as reserved goods.

c) The regulation concerning the assignment of claims according to no. 3 shall also apply for the new item. However, the assignment shall only apply up to the amount which corresponds to the value of the processed, mixed or combined reserved goods charged by the Supplier.

d) If the Customer combines the reserved goods with real property or movable objects, the Customer shall also assign to the Supplier, by way of security, the claim to which the Customer is entitled as remuneration for the combination, including all ancillary rights, in the amount of the ratio between the value of the combined reserved goods and the remaining combined goods at the time they are combined; this shall apply without any other special declarations being required.

5. Until revocation, the Customer shall have the right to collect assigned claims arising from the resale. In the event of good cause, in particular in the case of a default in payment, cessation of payment, initiation of insolvency proceedings, protest of a bill or substantiated indications for excessive indebtedness or the imminent insolvency of the Customer, the Supplier shall be entitled to revoke the direct debit authorization of the Customer. Furthermore, the Supplier shall be entitled to disclose the assignment by way of security after prior warning and in compliance with a reasonable period, to exploit the assigned claims and to demand that the Customer discloses the assignment by way of security towards the client.

6. In the case of attachments, seizures or other dispositions or interventions of a third party, the Customer shall immediately inform the Supplier. If a prima facie evidence is furnished for a justified interest, the Customer shall immediately provide the Supplier with the information necessary to assert their rights against the client and the Customer shall hand over the required documents.

7. In case of breaches of duty by the Customer, in particular in the event of default in payment, the Supplier shall have the right to withdraw from the contract, in addition to taking back, after unsuccessful expiry of a reasonable period for performance set for the Customer; the statutory provisions regulating the cases in which a period must not be set shall remain unaffected. The Customer is obliged to surrender the items. The taking back or the assertion of the retention of title or the attachment of the reserved goods by the Supplier shall not constitute the withdrawal from the contract, unless expressly declared by the Supplier.

IV. Periods for deliveries; default

1. Compliance with the periods for delivery requires the timely receipt of all documents to be supplied by the Customer, all necessary approvals and releases, in particular plans, as well as compliance with the agreed terms of payment and other obligations by the Customer. If these requirements are not fulfilled in good time, the periods shall be extended appropriately; this shall not apply if the Supplier is responsible for the delay.

2. If the failure to observe the periods is due to

a) force majeure, e.g. mobilization, war, acts of terror, riots or similar events (e.g. strike, lockout),

b) virus and other attacks carried out by a third party on the IT system of the Supplier, to the extent they were made in spite of compliance with the customary care for protective measures,

c) impediments arising from German, US and other applicable national, EU or international regulations concerning foreign trade law or from other circumstances for which the Supplier is not responsible, or

d) delayed or improper supply to the Supplier,

the periods shall be extended appropriately.

3. If the Supplier should be in default, the Customer shall be entitled to demand a compensation for each week of default in the amount of 0.5 %, however not more than 5 %, of the price for the part of the delivery which could not be used appropriately due to the delay– provided that the Customer furnishes prima facie evidence to demonstrate that a damage was incurred by them as a result of the delay.

4. Both claims for damages of the Customer due to a delay of the delivery and claims for damages in lieu of performance which exceed the limits stipulated in no. 3 shall be excluded in all cases of delayed delivery, also after expiry of a period for performance set for the Supplier. This shall not apply in the case of intent, gross negligence or due to a liability for a damage to life, body or health. The Customer is only entitled to withdraw from the contract in accordance with the statutory provisions if the Supplier is responsible for the delay of the delivery. The preceding regulations do not result in a change of the burden of proof to the detriment of the Customer.

5. Upon request of the Supplier, the Customer shall be obliged to declare, within a reasonable period, whether they withdraw from the contract or whether they insist on completion of the delivery.

6. If dispatch or delivery is postponed, upon request of the Customer, by more than one month after notice of readiness for dispatch, storage fees can be charged to the Customer in the amount of 0.5 % of the price for the items of the deliveries, however not more than a total of 5 %, for every additional month commenced. The contracting parties may provide evidence for higher or lower storage costs.

V. Passing of risk

1. The risk shall pass to the Customer as follows, also in case of carriage paid deliveries:

- a) in the case of deliveries without installation or assembly when they are dispatched or picked up. Upon request and expense of the Customer, the Supplier shall insure the delivery against the usual transport risks;
- b) in the case of deliveries with installation or assembly on the day of taking over into the own operations or, as far as agreed, after a successful test run.

2. If the dispatch, delivery, start, execution of the installation or assembly, taking over into the own operations or the test run should be delayed for reasons for which the Customer is responsible or if the Customer should fall into default of acceptance for any other reason, the risk shall pass to the Customer.

VI. Installation and assembly

The following provisions shall apply for the installation and assembly, unless otherwise agreed upon in writing:

1. The Customer shall bear the costs of and provide the following in due time:

- a) all earth-moving and construction works as well as all other ancillary works not specific to the industry, including the necessary skilled workers and auxiliary staff, building materials and tools,
- b) the equipment and material necessary for assembly and commissioning, such as scaffolds, lifting equipment and other devices, fuel and lubricants,
- c) energy and water at the site of use, including the connections, heating and illumination,
- d) at the assembly site, sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, equipment, materials, tools etc. and suitable work and recreation rooms, including appropriate sanitary facilities, for the assembly personnel; in addition, the Customer shall take all measures for the protection of the assets of the Supplier and the assembly personnel at the construction site which the Customer would take for the protection of their own assets,
- e) protective clothing and safety devices which are required due to special circumstances at the assembly site. Before the beginning of the assembly, the Customer must provide the necessary information concerning the position of covered power and gas lines, water pipes or similar installations as well as the necessary static data, without being asked.

2. Before the beginning of the installation or assembly, the provisions and items necessary for starting work must be at the installation or assembly site and all preliminary works before the start of the set-up must have progressed so far that the installation or assembly can be started as agreed and carried out without interruptions. Access roads and the place of installation or assembly must be levelled and cleared.

3. If the installation, assembly or commissioning should be delayed for reasons for which the Supplier is not responsible, the Customer shall bear the reasonable costs for waiting time and additionally required travels of the Supplier or the assembly personnel.

4. The Customer shall provide the Supplier with a certificate concerning the working time of the assembly personnel on a weekly basis and immediately confirm the completion of the installation, assembly or commissioning.

5. If the Supplier demands acceptance of the delivery after completion, the Customer shall carry out such acceptance within two weeks. Acceptance shall be deemed to have been made if the Customer lets the period of two weeks expire or if the delivery is taken into operation – after completion of an agreed test phase, where appropriate.

VII. Acceptance

The Customer is not entitled to refuse acceptance of deliveries due to minor defects.

VIII. Material defects

The Supplier shall be liable for material defects as follows:

1. At the discretion of the Supplier, all parts or services which have a material defect shall be repaired, replaced or rendered again free of charge, provided that the defect already existed at the time the risk passed to the Customer.

2. Claims for subsequent performance shall become time-barred after 12 months from the start of the statutory limitation period; this provision shall apply mutatis mutandis for the withdrawal from the contract and price reductions. The period specified above shall not apply if longer periods are prescribed by law according to sections 438, para. 1 no. 2 (buildings and things for buildings), 479, para. 1 (recourse claim) and 634 a, para. 1 no. 2 (construction defects) BGB [Bürgerliches Gesetzbuch; German Civil Code], in the case of intent, fraudulent concealment of a defect as well as non-compliance with a quality guarantee. The statutory provisions concerning suspension of expiry, suspension and recommencement of the periods shall remain unaffected.

3. Any notice of defect must be made by the Customer in writing and without delay.

4. In the event of notices of defect, payments of the Customer may be withheld in the amount which is in reasonable proportion to the occurred material defects. The Customer is only entitled to withhold payments if a notice of defect is asserted which is justified beyond doubt. The Customer does not have a right of retention if the claims for defects are time-barred. If the notice of defect was not justified, the Supplier shall be entitled to demand reimbursement of the expenses they incurred by the Customer.

5. The Supplier shall be given the opportunity to subsequent performance within a reasonable period.

6. If the subsequent performance is not successful, the Customer shall be entitled to withdraw from the contract or reduce the remuneration – without prejudice to any claims for damages according to no. 10.

7. Claims for defects do not exist in the case of only minor deviations from the agreed quality, in the case of only minor impairments of the usability, in the case of normal wear and tear or any damage arising after the passing of risk due to incorrect or negligent handling, excessive use, unsuitable equipment, defective construction work, unsuitable building ground or arising due to special external circumstances which are not provided for in the contract as well as in the case of non-reproducible software errors. If changes or repair works are carried out improperly by the Customer or by a third party, claims for defects do not exist for them or the resulting consequences.

8. Claims of the Customer due to the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded to the extent those expenses are disproportionate with regard to the value of the defective item. Claims of the Customer due to the expenses necessary for the removal of the defective item and the installation or mounting of the repaired or replaced defect-free item shall be

excluded, if its consumer or another end consumer in the supply chain installed the defective item into another item or mounted it to another item in accordance with its nature and purpose of use; this shall apply to the extent that the expenses are disproportionate with regard to the value of the defective item. In general, the expenses are disproportionate to the value of the defective item if the expenses exceed the value of the item by more than 100 %. Notwithstanding the above regulations, the Supplier shall only bear the expenses necessary for the subsequent performance if a material defect actually exists.

9. The regulation according to no. 8 above shall also apply for recourse claims of the Customer pursuant to section 445 a BGB, if a consumer asserts claims for compensation of the costs for subsequent performance against the Customer.

10. Claims for damages of the Customer due to a material defect shall be excluded. This shall not apply in the case of fraudulent concealment of a defect, in the case of non-compliance with a quality guarantee, in the case of damage to life, body or health and in the case of an intentional or grossly negligent breach of duty by the Supplier. The preceding regulations do not result in a change of the burden of proof to the detriment of the Customer. Further claims or claims of the Customer due to a material defect other than those regulated in this article VIII shall be excluded.

IX. Industrial property rights and copyrights; defects of title

1. Only in the land of the place of delivery, the Supplier shall be obliged to bring deliveries free from industrial property rights and copyrights of a third party (in the following referred to as property rights), unless otherwise agreed upon. To the extent a third party asserts justified claims against the Customer due to an infringement of property rights through deliveries which were made by the Supplier and used in accordance with the contract, the Supplier shall be liable towards the Customer as follows within the period specified in article VIII no. 2:

a) The Supplier shall, at the Supplier's choice and expense, either obtain a right of use concerning the respective deliveries, change them in a way that they do not infringe the property right or replace them. If this is not possible for the Supplier at reasonable conditions, the Customer shall have the statutory rights of withdrawal from the contract or price reduction.

b) The Supplier's obligation to pay damages shall be governed by article XII.

c) The Supplier's obligations mentioned above shall only exist if the Customer immediately informs the Supplier in writing about the claims asserted by the third party, if the Customer does not acknowledge an infringement and all protective measures and settlement negotiations remain reserved to the Supplier. If the Customer ceases the use of the delivery in order to mitigate the damage or for other important reasons, the Customer shall be obliged to inform the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.

2. Claims of the Customer shall be excluded to the extent the Customer is responsible for the infringement of the property right.

3. Furthermore, claims of the Customer shall be excluded if the infringement of property rights is caused by special instructions of the Customer, by a use not foreseeable by the Supplier or by the fact that the Customer changed the delivery or used it together with products which were not delivered by the Supplier.

4. In the case of an infringement of property rights, the provisions according to article VIII no. 4, 5 and 9 shall apply mutatis mutandis for the claims of the Customer regulated in no. 1a).

5. In the case of other defects in title, the provisions of article VIII shall apply mutatis mutandis.

6. Further claims or claims of the Customer against the Supplier and their vicarious agents due to a defect in title other than the claims regulated in this article IX shall be excluded.

X. Reservation of implementation

1. The fulfilment of the contract is subject to the fact that there are no impediments arising from German, US and other applicable national, EU or international regulations concerning foreign trade law and that there are no embargos or other sanctions which prevent fulfilment.

2. The Customer is obliged to provide all information and documents required for export, transport or import.

XI. Impossibility, adjustment of the contract

1. If the delivery is impossible, the Customer shall be entitled to claim damages, unless the Supplier is not responsible for the impossibility. However, the Customer's claim for damages shall be restricted to 10 % of the value of the part of the delivery which cannot be used as intended due to the impossibility. This restriction shall not apply in the event of a liability based on intent, gross negligence or a damage to life, body or health; this shall not result in a change of the burden of proof to the detriment of the Customer. The Customer's right to withdraw from the contract shall remain unaffected.

2. If events according to article IV no. 2 a) to c) substantially change the economic importance or the content of the delivery or have considerable effect on the Supplier's operations, the contract shall be adjusted appropriately in compliance with the principle of good faith. To the extent this is economically unreasonable, the Supplier shall have the right to withdraw from the contract. The same shall apply if required export licences are not granted or cannot be used. If the Supplier wants to exercise this right of withdrawal, the Supplier shall communicate this to the Customer without delay after becoming aware of the effects of the event, also in the case that an extension of the delivery period was initially agreed upon with the Customer.

XII. Other claims for damages

1. Unless otherwise agreed upon in these terms and conditions, the Customer's claims for damages, irrespective of their legal grounds, in particular due to a breach of duties arising from the contractual relationship or from tort, shall be excluded.

2. This shall not apply in case of a liability as follows:

a) according to the Product Liability Act [Produkthaftungsgesetz],

b) in the case of intent,

c) in the case of gross negligence by owners, legal representatives or executives,

d) in the case of fraudulent intent,

e) in the case of non-compliance with an assumed warranty,

f) due to a culpably caused damage to life, body or health, or

g) due to the culpable infringement of essential contractual obligations.

However, the claim for damages in the case of an infringement of essential contractual obligations shall be restricted to the foreseeable damage typical for this type of contract, unless another of the preceding cases is fulfilled.

3. The preceding regulations do not result in a change of the burden of proof to the detriment of the Customer.

XIII. Place of jurisdiction and applicable law

1. If the contractual partner of ledxon GmbH or a company of ledxon group is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships shall be the registered office of ledxon GmbH. Ledxon shall also be entitled to file an action at the registered office of the contractual partner.

2. Even if individual provisions of this contract should be legally invalid, the remaining part of the contract shall remain effective. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.

XIV. Effectiveness of the contract

Even if individual provisions of the contract should be legally invalid, the remaining part of the contract shall remain effective. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.

The general terms and conditions shall apply for the following companies:

ledxon GmbH / Gutenbergstraße 1 / 84144 Geisenhausen
 ledxon modular GmbH / Gutenbergstraße 1 / 84144 Geisenhausen
 ledxon replace GmbH / Gutenbergstraße 1 / 84144 Geisenhausen