

# General Terms and Conditions ISOLED®

## ISOLED®

### § 1 Principles and Scope

The deliveries, services and offers of our company are made exclusively on the basis of these General Terms and Conditions (GTC), regardless of the nature of the transaction. All of our declarations of intent under private law are to be understood on the basis of these GTC. We do not recognize conditions that contradict our GTC or deviating conditions of the customer, unless we have expressly agreed to their validity in writing.

Actions taken by us to fulfil a contract shall not be deemed to constitute agreement to contractual conditions that deviate from our GTC. These terms and conditions shall also apply as a framework agreement for all further transactions between the contracting parties.

### § 2 Offers

Offers from ISOLED® are non-binding and subject to change without notice. In particular, the intermediate sale of the offered goods is reserved.

In addition, industrial copyrights and copyrights are reserved for all offer and project documents together with all accompanying inserts and samples, dimensional drawings and descriptions.

Unless otherwise agreed in writing, offers are valid for a period of two months. The offered prices do not include value added tax.

### § 3 Contract Conclusion/Contract Terms

- I. On placing an order for goods, the retailer expresses a binding intent to purchase the same (regardless of the method used to place the order). The acceptance of the order by ISOLED® can be carried out in writing or by delivering the goods.
- II. We reserve the right to make the following changes to contracted products after conclusion of the contract: product changes in the course of continuous product improvement and development; minor and insignificant alterations in colour, form, design, dimensions or weight; alterations that are usual in the trade.
- III. Alterations to orders by the customer after the contract has been concluded are only possible with the agreement of the seller and the customer's acceptance of liability for any incurred losses.
- IV. Special instructions of the customer (such as delivery requirements, dates, discounts etc.) only form part of the contract if these have been expressly recognized as binding by us as part of the order confirmation.
- V. Delivery delays (possibly due to delays in transport or production) are possible and do not constitute grounds for penalties or termination of the contract.
- VI. The quoted prices are our current sale prices and are based on the currently valid material and purchase prices and wages. If the time between the conclusion of the contract and delivery is more than three months, and is not due to a delay in delivery by us, the price may be increased to take

appropriate account of any incurred increases in material, wage, purchase and other incidental costs. If the price is increased by more than 25%, the retailer is entitled to withdraw from the contract.

- VII. We are expressly entitled to make part deliveries and part performances.

#### **§ 4 Prices, Delivery and Payment Conditions**

- I. Prices are calculated by us according to the price list valid at the time of the conclusion of the contract and form part of the contract. (Errors and omissions excepted) Changes are to be agreed individually and separately. Prices are net ex our warehouse in Schwoich, plus the applicable statutory value added tax, and excluding packaging and installation. Freight, postage, customs, transport, insurance and other incidental costs are charged separately according to the valid rates at the time of the order. All prices include any disposal fees in terms of the European directive on the disposal of waste electrical and electronic equipment (WEEE).
- II. Deliveries are made exclusively on the basis of the payment conditions confirmed in the order. The assertion of claims for defects or price reductions does not affect the due date of the payment of the remaining purchase price. Defects in a part of the delivered goods do not entitle the rejection of the entire delivery.
- III. The customer must lodge a complaint about incomplete deliveries, damage incurred during shipping or damage suffered despite proper packaging with 24 hours, via an appropriate post office or the delivery company. Submission of a written notification is a prerequisite for the replacement deliveries.
- IV. Payments are to be made in the agreed currency (in principal, EUR), without deductions and within 14 days of the invoice date. Any deviating terms of payment or arrangements shall apply only subject to our written approval.
- V. In order to safeguard the credit risk, we reserve the right to conduct a credit check and to propose an appropriate method of payment.
- VI. The customer is not entitled to withhold or offset payments on the basis of warranty claims or other counterclaims.

#### **§ 5 Minimum Order Surcharge**

A surcharge of EUR 8 (net) is applied to each delivery with a net goods value of less than EUR 50. This provision does not apply to late deliveries or part deliveries, for which we are responsible.

#### **§ 6 Online-Orders**

In this regard, the following additional provisions apply:

- Any retailer who has filled out the appropriate registration form on our order platform has access to the order platform.
- The registered person must change the password immediately upon receipt and protect against unauthorized access.
- The customer accepts that all transactions made with his login details in the seller's online ordering system are binding on him.
- If orders are made via the order platform, the conclusion of the contract may also be made by sending an email, in which the order will be confirmed.
- We do not make any guarantee for the fault-free operation of the online order platform and expressly exclude any liability for damage resulting from the use of the same. Also excluded is any responsibility and liability for access problems, such as, for example, the lack or poor availability of the online ordering system or faulty transmission of information and statements when using the order platform.

- The customer should be aware that using the order platform from abroad may infringe provisions in foreign legislation; by using the order platform's encryption systems, for example. We reject any liability and responsibility in this regard.

## **§ 7 Transfer of Risk/Transport**

- I. As soon as the object of the performance has been brought or picked up for transport, the risk is transferred to the retailer even if the delivery is freight-paid. The retailer is not permitted to accept the delivery under reservation. The retailer is obliged to accept it after inspection.
- II. The retailer is not permitted to refuse acceptance of deliveries due to minor defects.
- III. If the retailer has not accepted deliveries or retrieved orders within an agreed time frame, we have the right to terminate the contract, after setting a deadline and warning that further performance will be refused.
- IV. In this case, the retailer will owe a penalty equal to at least 30% of the net order value, unless he can prove lower damages.
- V. If the object of the performance is damaged or lost during shipping, the retailer is obliged to arrange the recording of the damage with the carrier without undue delay. We are to be informed of this in writing within three days. Transport damage does not constitute a material defect. We are not liable for transport damage.
- VI. We are to be informed in detail, in writing, of incorrect or incomplete deliveries within seven days of the arrival of the object of the performance at the place of destination; otherwise any claims for compensation are excluded.

## **§ 8 Liability**

- I. We are not liable for damages, particularly for consequential damages caused by improper handling of products.
- II. We are only liable for damages, which we or our employees have caused intentionally or through gross negligence. Liability is limited to the amount of damage that was foreseeable at the time the contract was concluded and which is based on circumstances which were known to us or should have been known to us.

## **§ 9 Warranty**

- I. The statutory warranty periods shall apply. Precondition: the timely payment for the goods. The warranty does not apply to the delivery of used products, lamps, remaindered stock and discontinued products.
- II. Warranty claims are excluded if the product was damaged or destroyed by a fault of the customer/retailer. This applies particularly if the product was improperly treated, mechanically damaged, opened, rebuilt, or destroyed or damaged by connecting it to other devices.
- III. The precondition for warranty claims on the part of by the customer/retailer is the written notification of obvious defects to be submitted without undue delay and within a period of seven days from the receipt of the goods at the latest. If non-obvious defects are detected, the obligation to submit a notification is within seven days of the detection of the defect at the latest. The timely dispatch of the notification is sufficient for protecting the rights of the retailer. Otherwise the product shall be deemed approved, notwithstanding any defect. Sending the

notification on time is sufficient to meet the deadline. Section 377 of the German Commercial Code (HGB) also applies.

- IV. Initially, we fulfil our warranty for defective products by repair or replacement, at our discretion. If rectification of the defect fails twice, the customer/retailer has the absolute right to a price reduction or termination of the contract at his discretion. The customer has no right of withdrawal if there is only a minor breach of contract, particularly in the case of merely minor defects.
- V. Our warranty only covers goods delivered by us and not any follow-up costs, such as working hours, travel, etc. In particular, the retailer is obliged to test the products to ascertain if they are functioning properly before they are put to any further use.
- VI. We undertake a warranty for individual products ordered from us, but not for interconnected products, unless this has been expressly agreed with the customer.
- VII. The acceptance of returned goods does not constitute an acknowledgement of a warranty claim.

### **§ 10 Warranty Claims Policy**

The preconditions for warranty claims are given in § 7

- I. Warranty claims are to be made in writing via the order platform (Menu Command: Returns).
- II. In so doing, the invoice number, article number and reason for the claim must be given.
- III. Unpaid returns cannot be accepted.
- IV. We check the product and, if the complaint is justified, rectify the defect by repair or replacement.
- V. If it is not possible to achieve the same quality by either repair or replacement, we reserve the right make a replacement with a different product of equivalent quality and price.
- VI. We will not grant replacement in advance under any circumstances. In the event of pre-purchase, the retailer bears the sole risk.

### **§ 11 Goodwill Policy**

Under certain conditions, we allow our retailers to return products that are intact and in their original packaging. Custom-made products special items, remaindered products and discontinued products are excluded from exchange and return

Taking back intact products incurs additional costs for us for which we charge a restorage fee of 25% of the net sale price of the product as specified in your order.

### **§ 12 Reservation of Title**

- I. The delivered products remain our property until full payment has been made.
- II. The retailer is authorized to sell the goods subject to retention of title in the normal course of business until revocation. On sale of the reserved products, the retailer assigns to us with immediate effect the claims against his customer arising from the sale, with all ancillary rights. The retailer is revocably authorized to collect the assigned claims, but is not permitted to dispose of them in any other manner. The retailer undertakes not to make any agreement with his customers regarding prohibition of assignment, if our security rights are affected by this. If a customer of the retailer insists on a prohibition of assignment, the retailer has to inform us without delay. During the existence of the reservation of title, the retailer is prohibited, in particular, from pledging the reserved products or using them as security.

- III. If the purchased product is inseparably mixed with other products not belonging to us, we shall acquire co-ownership of the new product in the ratio of the value of the purchased product to the other mixed products at the time of mixing. It is understood as agreed that the retailer transfers ownership to us on a pro rata basis if the mixing of the product takes place in such a way that the retailer's product is regarded as the main product. The retailer shall safeguard the resulting sole or co-ownership for us.

### **§ 13 Reservation of Availability**

If, after conclusion of the contract, we find that the ordered products or services are no longer available or cannot be delivered for legal reasons, because the manufacturer no longer produces or sells this product or service for reasons of insolvency or has ceased production, we can offer or deliver a product or service of equivalent quality and price, if this differs only slightly (for example, in colour) for the same or similar function. In addition, we are entitled to terminate the contract without liability for compensation. Payments already received will be repaid to the customer promptly after termination of the contract. If an order is made on an open account, the customer account will be credited.

### **§ 14 Errors and Omissions**

Should we later establish that there is an error in the product details, the customer can re-confirm the order under the valid conditions in writing or implicitly by paying the specified price. Failing that, we are entitled to terminate the contract forthwith, if a contract has already been accepted. Claims for damages are excluded in this case.

### **§ 15 Sample Delivery**

- I. A sample delivery is a method of sales promotion. The retailer has the option to order one sample of each product at a discounted price. The request for a sample delivery must be specified when ordering.
- II. When a product is delivered as a sample, it is invoiced in accordance with the agreed standard conditions.
- III. Sample products are excluded from exchange and return.

### **§ 16 Provision of Product Data**

ISOLED® offers its registered customers the option to download the current product list, including current product availability as a .csv file. Due to the dynamic development of LED technology and increased customer requirements, our product range is subject to continuous change and expansion. It is the customer's responsibility to update the files at regular intervals (we recommend at least once a month).

### **§ 17 Data Protection, Change of Address and Copyright**

- I. The customer grants his consent that the personal information contained in the sales contract is also electronically stored and processed by us in order to fulfil this contract.
- II. The customer is obliged to inform us of any changes to his residential or business address until the contractual transaction has been fulfilled by both parties. If such information is not provided, our notifications shall be deemed to have been received even if they are sent to the last known address.
- III. Pictures, plans, sketches or other technical documents, as well as samples, catalogues, brochures, illustrations and the like, always remain our intellectual property. The customer does not acquire thereby any kind of usage or exploitation rights whatsoever. Exceptions to this provision are only

possible on request and on the basis of individual, written approval.

#### **§ 18 Final Provisions**

- I. The place of performance is our company headquarters at 6334 Schwoich, Austria. The exclusive jurisdiction for all disputes arising out of and in connection with the concluded contract, including these conditions, regardless of the legal basis, shall be Schwoich, with the provision that we are entitled to sue at the place of the domicile or branch of the customer. This agreement on jurisdiction also applies to foreign contractual partners.
- II. Austrian law shall apply exclusively to all rights and obligations arising from or in connection with the contractual relationship, without regard to conflict-of-laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
- III. Any changes or amendments to this contract must be made in writing. This also applies to the written form requirement.
- IV. Should any provision in these General Terms and Conditions or a provision under other agreements between us and the retailer be or become invalid, the validity of all other provisions or agreements will not be affected. In place of the invalid provision, to the extent legally possible, a provision shall be agreed which comes closest, in terms of location, time, extent, and scope, to what was intended by the parties as the original meaning and purpose of the invalid provision. The same applies to any gaps in the contract