

General Terms and Conditions of Tic Beleuchtungen AG

1. Validity

- 1.1 The following General Terms and Conditions (GTC) are valid insofar as other, written agreements have not been concluded. The order placement for goods from Tic Beleuchtungen AG (hereinafter referred to as Tic) indicates the acknowledgement of the General Terms and Conditions by the purchaser. Consequently, the GTC do not require confirmation of acceptance upon placement of every new order. They apply as a component of every further contract.
- 1.2 Tic reserves the right to revise the GTC at any time. Revisions become effective 30 days after successful notification.
- 1.3 We do not accept the GTC of our business partners. They only apply if these have been explicitly acknowledged by Tic. The present GTC has precedence over submission regulations.

2. Offers, Contract Conclusion

- 2.1 Tic offers are, unless otherwise explicitly agreed, **non-binding**.
- 2.2 Orders cancellation, respectively withdrawal from the contract with Tic, is not permitted.
- 2.3 The documents included with offers, such as drawings, drafts, schematics, etc., as well as prototypes, remain the property of Tic and may not be made available to third parties or duplicated without written consent.
- 2.4 Tic reserves the right to **modify the products illustrated and described in the sales documents at any time in the context of form or in a technical respect**. Furthermore, Tic reserves the right to execute deliveries with commercially customary colour deviations of the material surface.
- 2.5 Verbal agreements are only valid if these have been confirmed in writing.
- 2.6 A contract is deemed as concluded when Tic confirms its acceptance after receipt of the order. The order confirmation is decisive for the determination of the scope and execution of the contractual services.

3. Prices, Payment Terms

- 3.1 **The minimum invoice amount is net CHF 50.-- excl. VAT/postage.**
- 3.2 Invoices from Tic are payable **within 30 days net after invoicing without any type of deductions**.
- 3.3 Light sources, transportation costs and packaging are not included in the price.
- 3.4 The prices listed in the current price lists are valid. Modifications, also without prior notification, remain reserved.
- 3.5 If the payment terms are not observed, the purchaser shall be liable for a default interest, without any special reminder, of at **least 6% annually as of the due date payment** of default interest does not affect the obligation to payment according to contract.
- 3.6 **All costs connected to collection of late payments, incl. default interest and reminder fees shall be borne by the purchaser in every case.**
- 3.7 Pre-payment is required of new customers and customers from abroad.
- 3.8 **Tic reserves the right** to seek information from all customers to clarify their creditworthiness. Credit limits may be set and changed. If customers reach their credit limit, further deliveries may be suspended. In addition, upon order placements Tic may require an **advance payment or security**.

4. Invoicing

Purchaser claims or counterclaims, even those arising from the same contract, require the written consent of Tic in order to be offset.

5. Term of Delivery

- 5.1 The Term of Delivery commences on the date of definitive clarification of all qualitative, quantitative and technical details.
- 5.2 **The purchaser is not entitled to damage compensation, price reduction or contract withdrawal due to late delivery.**
- 5.3 Tic reserves the right to make deliveries to a delinquent debtor dependent on the payment of his/her invoices.

6. Delivery, Notification of Defects

- 6.1 Delivery is executed, packed, via DPD, surface mail, cargo freight (railway receiving station) or Camion, whereby Tic reserves the right to select the method of shipment.
- 6.2 Additional costs for express parcel service, airfreight or courier service will be invoiced separately in every case.
- 6.3 The purchaser is obligated to **inspect the goods immediately upon receipt and to notify of any defects without undue delay**. Insofar as we receive no notification of defects within 8 days after delivery of the goods to the purchaser or his/her designated recipient, the goods shall be deemed as approved.

7. Transfer of ownership rights and risk

- 7.1 Transfer of ownership and risk is executed upon dispatch of the goods from domicile Tic to the purchaser and namely also when the delivery is executed carriage paid, CIF, FOB or according to a similar clause or if the transport is organised by or directed by Tic.
- 7.2 If dispatch is delayed or made impossible due to reasons for which Tic cannot be made responsible, the delivery shall be stored on account and the risk off the purchaser.

8. Transport and Insurance

- 8.1 Tic must be made aware of requests regarding transport and insurance in good time. Transport is executed on account and at the risk of the purchaser. **Claims in connection with the transport must be placed with the last carrier by the purchaser, respectively, the recipient of the delivery after receipt of the delivery and the shipping documents (post office, DPD, etc.).**
- 8.2 Insurance against damages of every kind is the responsibility of the purchaser. If requested, this may be taken out by Tic in the name of and on the account of the purchaser.

9. Sample shipments

- 9.1 By special arrangement, products of the Tic program may be made available to the customer for a period of 30 days. **Upon expiration of 30 days, returns are no longer possible.**
- 9.2 The customer is obliged to inspect the sample shipment immediately after receipt and to inform Tic of any defects. **Material damaged by the customer will not be taken back (also, not for minor damages)** unless these were explicitly designated as an "Occasion". In such a case, the customer is liable for damage compensations, as well as handling fees according to 9.5 of the present GTC.
- 9.3 The customer shall receive an invoice for the sample delivery, which is due after expiration of the 30 days.
- 9.4 After return of the goods, incl. the original delivery note, the customer shall receive a credit note for the value of the goods minus postage, possibly missing original packaging, possibly missing accessories (terminals, clamps, glasses, instructions, etc.):

9.5 In addition, the customer will be invoiced for a handling fee of 20% of the net price of the goods for incomplete returns.

9.6 The products may only be connected with the explicit consent of Tic. The customer is liable for damages incurred due to connection of the product according to 9.4 and 9.5 of the present GTC.

9.7 Lighting materials are not provided as samples.

10. Returns

With the exception of those items obtained as samples according to Item 9 of the present GTC, **there are no rights of return** for ordered goods.

11. Warranty

11.1 **The warranty period for Tic's products is two years after completion of delivery.** Within this period, defective products will be replaced whose defects are verifiably due either to material, execution or design errors on the part of Tic, or such with failure rates exceeding the nominal failure rate. For components subject to regular wear, such as light bulbs, starters, etc., we shall be solely liable within the limits as they are granted to us by the respective manufacturer.

11.2 The warranty shall be void for any Tic products which the Buyer or third parties have made modifications. The warranty shall also be void if key installation or operating instructions have not been followed by the Buyer or third parties.

11.3 Excluded from the warranty are lights and appliances which are manufactured according to the ordering party's plans or models if damage arising is due to planning or design errors. In addition, if the Swiss Federal Inspectorate for Heavy Current Installations requires an inspection or alteration, all costs arising therefrom shall be at the expense of the ordering party.

11.4 **Tic shall have the right to remedy the defect by correction work.** Any other warranty performance is excluded, in particular claims to cancellation, reduction or compensation for damages. **In particular, no costs shall be assumed either for deinstallation or reinstallation nor for indirect or direct damages caused by Tic products.**

11.5 All contractual or non-contractual liability exceeding the warranty performance, in particular that for so-called consequential or indirect damages, shall be excluded. Article 199 of the Swiss Code of Obligations shall remain reserved.

11.6 Moreover, any warranty shall require that defective materials from Tic are delivered packaged, freight prepaid.

11.7 In order to have a claim to warranty performance, regular maintenance must be performed for the lighting system. The maintenance requirements arise depending on the light, the light source and the operating devices used.

11.8 Tic reserves the right to decide itself on the validity of the warranty claim after examining the product. If a warranty claim is approved, at Tic's option, defective parts shall be repaired, replaced with parts free from defects or a compensation delivery shall be made. For LED modules, the nominal failure rate is 0.2% per 1,000 hours of operation. The lumen depreciation is 0.6% per 1,000 hours of operation. Limits for temperature and voltage must not be exceeded, and the product must not be exposed to mechanical or other stresses not intended. Notwithstanding the warranty period of two years, Tic transmits to its own LED products the warranty period issued by its manufacturers and suppliers, allowing for the points set out in these GT&C. The warranty period may consequently be between two and five years. Due to technical progress and use-related changes in the luminous flux of products, in subsequent deliveries of LED light sources, it is possible for there to be variations in the quality of light compared to the original products. Warranty performance shall neither bring about an extension of the warranty period nor shall it initiate a new warranty period. The warranty period for repaired/exchanged parts or deliveries of replacements shall end with the warranty period for the entire product.

12. Liability exclusion

- 12.1 Tic is not liable for:
- Minor deviations of the goods in the context of measurements, colour or design in comparison to illustrations, samples or sales documents.
 - Incorrectly handled, damaged goods or goods that have not been installed properly.
 - Damages arising from use of force, modifications, repairs or improper maintenance by third parties.
 - Transport damages

12.2 **All claims of the purchaser are excluded with the exception of those explicitly referenced in these terms, irrelevant of the legal grounds they are based on, especially any claims to compensation for damages that are not explicitly referenced, reduction or contract withdrawal.**

12.3 The purchaser is not entitled in any case to claims for compensation for damages, which did not occur to the objects of agreement themselves, such a particularly loss of production, loss of use, loss of contracts, loss of profits, as well as other direct or indirect damages.

13. Retention of Title

13.1 Delivered goods remain the property of Tic until complete payment of the purchase price has been rendered. Herewith, the purchaser confirms his/her **agreement to registration of the Retention of Title to his/her place of residence/headquarters.**

13.2 The purchaser shall take appropriate measures to ensure that the Tic's Retention of Title is neither impaired nor cancelled.

14. Place of fulfilment and jurisdiction

14.1 The sole place of fulfilment for the purchaser and for Tic is Allschwil (Switzerland), particularly if the delivery execution is agreed to as Franco, CIF, FOB or according to a similar clause.

14.2 **Place of jurisdiction is Allschwil (Switzerland).** However, Tic reserves the right to the option of pursuing legal proceeding against the contractual partner at their place of residence/headquarters or with another responsible court.

15. Applicable Law

Legal relationships with Tic are subject to Swiss law. The use of UN Convention on Contracts for the International Sale of Goods is excluded ("Vienna Sales Law"). Insofar as the present GTC do not contain any special provisions, the provisions of the Swiss Code of Obligations apply.