

## **Terms of delivery and payment of THE LIGHT GROUP GmbH**

### **I. Validity of the Terms and Conditions**

Our deliveries and services shall be subject to these terms and conditions. Other terms and conditions of the purchasing company, which are not expressly acknowledged by us, are not valid.

### **II. Order**

1. The delivery takes place ex works according to Incoterms (ex works). THE LIGHT GROUP GmbH has therefore fulfilled its delivery obligations when the goods are placed at the customer's disposal on the company's premises.
2. Offers are without obligation in terms of price, quantity, material and delivery periods. Prices are subject to change. Unless stated otherwise, prices are quoted from Hannover and plus statutory value-added tax (VAT).
3. The information, drawings, illustrations and performance descriptions contained in catalogues, price lists or the documents accompanying the offer are approximate values in the sector, unless they are expressly designated as binding in the order confirmation.
4. If the order quantity varies from the standard THE LIGHT GROUP shipping units, the The Light Group GmbH calculates the additional costs to the valid prices in the price list.
5. For orders below a net value of 300, - EURO per recipient, we charge a shipping rate. Outside of Germany, the actual freight costs will be billed referring to the order value. Additional express charges are generally invoiced.
6. Subsidiary agreements and contract modifications require the written confirmation of The Light Group GmbH.

### **III. Transfer of risk and acceptance**

1. The purchaser is obliged to notify The Light Group GmbH immediately of defects in the delivery; in the case of obvious transport damage, the customer is obliged to have this confirmed by the freight carrier.
2. Delays in delivery or restrictions which are proven to result from turmoil, strike, lock-out or the occurrence of unforeseen obstacles outside The Light Group GmbH will entitle the customer not to withdraw orders. In this case the delivery time is extended accordingly.
3. If the purchaser does not accept the object of the delivery in due time, The Light Group GmbH is entitled to set the purchaser an appropriate additional deadline, to dispose the object elsewhere and to supply to the customer with a reasonable extended deadline. This shall not affect the rights of The Light Group GmbH to withdraw from the contract or to demand compensation. Within the framework of a claim for damages, The Light Group GmbH may reduce 20% of the agreed net price as compensation without proof, insofar as it can not be proven that only a significantly lower loss has occurred. The Light Group GmbH reserves the right to assert any actual higher damages.
4. If, after conclusion of the contract, it becomes clear that The Light Group payment claim is at risk by a lack of the customer's ability to perform, The Light Group GmbH can refuse the service and determine the purchaser a reasonable period in which he must pay against delivery or security. In case of refusal of the customer or unsuccessful deadline, the company may withdraw from the contract and demand compensation for non-fulfillment. Section III.3.S.3 (flat rate compensation of 20% of the agreed net price) shall apply mutatis mutandis.

#### **IV. Payment**

1. Invoices shall be paid within 30 days without deduction.
2. If payment is made within 10 days from the date of the invoice, The Light Group GmbH grants a 2% discount.
3. Acceptance of bills of exchange and checks shall only be accepted for the sake of performance. The costs of the discounting and the payment are covered by the purchaser.
4. The purchaser may set off claims against The Light Group GmbH only with undisputed or legally established claims.

#### **V. Retention of Title**

The Light Group GmbH reserves the right to ownership of the delivered goods until all claims arising from the business relationship with the customer have been settled. The purchaser is entitled to resell only in the proper business under retention of title.

#### **VI. Sales Support**

Sales and presentation supports, which are made available to the customer free of charge, remain the property of The Light Group GmbH and can be reclaimed at any time. During the use of the sales and presentation supports by the Purchaser, any associated risk passes to him. He is obliged to stock the sales and presentation supports only with goods of The Light Group GmbH and to make a substitute for loss or damage caused by the purchaser or his customers.

#### **VII. Liability**

For defects of the delivery The Light Group GmbH is liable to the exclusion of further claims, as follows:

1. The company is responsible for the quality of the delivered goods. For defects, which do not reduce the performance or the value of the ordered articles significantly, The Light Group GmbH does not accept any claims.

If The Light Group GmbH fails to comply with the above mentioned obligation or fails to do so within a reasonable period of time, the purchaser can set a written deadline within which The Light Group GmbH has to fulfill his obligations. After the unsuccessful expiry of this period, the purchaser may demand a reduction in the price, withdraw from the contract or have the necessary rectification carried out by himself or by a third party at the expense and risk of The Light Group GmbH. If the subsequent improvement has been successfully carried out by the customer or a third party, all claims of the customer are compensated with reimbursement of the reasonable costs incurred by him. A cost reimbursement is also excluded if the expenses increase because the goods have been moved to a different place after delivery of The Light Group GmbH, unless this corresponds to the intended use of the goods.

2. The right of the customer to assert claims for defects shall be statute-barred in all cases from the date of the punctual complaint in 12 months. This does not apply to the extent that the Civil Code stipulates longer deadlines, in particular pursuant to § 438 para. 1 no. 2b) of the German Civil Code (BGB) for items which have been used for a building according to their usual use and which have caused their defect.

3. For articles which have been overworked or changed without permission of The Light Group GmbH, any obligations for replacement are invalid.

4. Returns of goods will not be accepted by The Light Group GmbH, unless the return is done with a prior notice and acceptance by The Light Group GmbH. In the case of agreed returns of goods, the The Light Group GmbH will charge 20% of the value of the goods, which is deducted from the credit note to be issued, for the processing of the return. Incomplete or heavily damaged goods will not be

accepted for credit. The return must be free of charge. Special orders are always excluded from the possibility of return.

5. Further claims of the customer, in particular a claim for compensation for damages, which are not caused by the delivery item itself, are excluded.

#### **VIII. Applicable law**

The parties agree to apply the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods and UN Conventions on Conformity are not applicable.

#### **IX. Jurisdiction**

The court of jurisdiction for all disputes arising from and in connection with this contract is Hanover (the registered office of THE LIGHT GROUP GmbH). This clause expressly refers only to business transactions with merchants. It is expressly pointed out that this clause does not apply to consumers.

#### **X. Data storage**

The data resulting from the business transaction are stored by The Light Group GmbH in data processing machines in compliance with the provisions of the data protection law.

01.07.2017

THE LIGHT GROUP GmbH, Hannover