

GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY (February 2017)

A. General

§ 1 Validity – exclusion of deviating terms and conditions – severability clause

(1) These General Terms and Conditions govern the rights and obligations of the relationship between us, Wever & Ducré Schweiz GmbH, Kellerstraße 22, 6005 Lucerne and our business or private customers (jointly: „Customers“). Business customers are natural or legal persons or partnerships with legal capacity which purchase goods from us for commercial, self-employed or freelance purposes. Private customers are natural persons who purchase goods from us for personal or family use.

(2) The following General Terms and Conditions shall apply exclusively to the contractual relationship, to all legal relationships, deliveries and services and to contractual obligations of any nature between us and our customers. Our General Terms and Conditions shall also apply to all future legal relationships, legal transactions and obligations similar to legal transactions.

(3) Any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions, even if they are the subject matter of an order confirmation, shall not become the subject matter of this contract, even if they are not expressly objected to, unless we expressly agree to the validity of said terms and conditions in writing; instead, our General Terms and Conditions shall apply. This shall apply even if we deliver without reservation while being aware of the existence of deviating general terms and conditions.

(4) By placing the order, the customer acknowledges the binding nature of our General Terms and Conditions of Business, except in the case of a deviating, prior written individual agreement.

(5) Amendments or supplements to this contract must be made in writing. This also applies to the cancellation of this written form requirement.

(6) The data of our customers are stored and processed using data processing systems as far as permissible within the framework of legal provisions, in particular the applicable data protection regulations.

(7) Should individual conditions, parts thereof or parts of these General Terms and Conditions be invalid, the contract shall be governed in this respect by the statutory provisions. In all other respects, the validity of the other provisions of these General Terms and Conditions shall remain unaffected.

B. Terms of sale and delivery

§ 1 Offer and conclusion of contract

(1) Our offers are always non-binding. They are subject to change and should not be construed as a binding offer. The possibility of prior sale is expressly reserved.

(2) A contract will only be concluded if, following receipt of an order from a customer which is deemed to be a binding contractual offer, we expressly accept it by means of a written order confirmation or by making a delivery. We are entitled to accept this offer within two weeks of receiving it. We are entitled to refuse acceptance of the order – for example after checking the creditworthiness of the customer. In any case, confirmation of receipt of an order does not constitute a binding acceptance of the order.

(3) Our sales representatives are only authorised to act as intermediaries for orders. An order will only be deemed to have been

accepted when it has been confirmed in writing or when the goods have been delivered.

(4) Acceptance of our offers, insofar as these are made binding by way of exception, must take place within two weeks of receipt by the future contractual partner.

§ 2 Documents handed over

(1) We reserve the property rights and copyrights to all documents provided to the customer in connection with the placing of the order, such as calculations, drawings, catalogues, brochures and other sales documents, etc.

(2) Documents of this kind may not be made accessible to third parties unless we give the customer our express written permission.

(3) Reproduction, in particular photocopying, except for the purpose of executing the contract, is not permitted and is punishable by law. In case of infringement, a criminal complaint will be filed.

(4) Insofar as an offer is not accepted within the time limits set forth in B. Terms and Conditions of Sale and Delivery, § 1 para. 2 and para. 4, any documents provided to us shall be returned to us without delay.

§ 3 Prices – Payment – Default

(1) Our list or catalogue prices apply. Our prices are quoted in CHF. Catalogues and price lists can be viewed at our premises or requested from us free of charge. Unless otherwise agreed in writing, our prices are ex works or ex warehouse and include loading at the factory or warehouse. Costs for packaging, freight, postage and insurance are not included, nor are installation, commissioning and assembly costs. These costs will be invoiced separately. Value added tax (VAT) and advance recycling costs (vRG) at the current rate are added to the prices. The price of the luminaire does not include illuminants such as incandescent, halogen, discharge and fluorescent lamps in the available versions.

(2) Our stated prices are exclusive of value added tax. Unless otherwise agreed, the purchase price is payable within 30 days of the invoice date and is due without deduction. We reserve the right to deviating conditions (advance payment, down payment of one third, etc.) in individual cases. Payment shall be made exclusively to our account.

(3) In the case of foreign deliveries, we may require the opening of an irrevocable and confirmed letter of credit, payable at a bank specified by us, or other equivalent guarantees.

(4) Cheques and payment orders will only be accepted by us as conditional payment; payment will only be deemed to have been made when our account is credited. Bills of exchange will not be accepted as a form of payment.

(5) Starting from the 31st day following receipt of our invoices, the customer will be deemed to be in default of payment without the need for a reminder. From this point in time or, at the very latest, from the moment the default in payment occurs, we shall be entitled to demand default interest in the amount of 8 percentage points above the respective base interest rate p.a. We reserve the right to claim higher damages caused by default, provided that such damages are specifically proven. We are entitled to charge a reminder fee of CHF 5.00 per reminder from the second reminder onwards. The contractual partners are at liberty to prove that the damages incurred are lower or higher.

(6) Discounts will not be granted if the customer is in arrears with the payment of previous invoices. Discounts granted will lapse if the customer submits a declaration of insolvency, defaults on payment, goes bankrupt, enters into a composition agreement or applies for a provisional or definitive moratorium.

(7) The customer may only offset claims insofar as its counterclaims have been legally established or are undisputed. The contractual partner is only authorised to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship and the counterclaim is legally established or undisputed. In all other cases, the customer shall waive its right to offset its claim against us.

(8) We are entitled to assign the claims arising from our business relationship.

§ 4 Retention of title

(1) The goods shall remain our property until full payment of all claims arising from the business relationship with the customer, irrespective of the legal grounds, even if the purchase price for specifically designated claims has been paid. We are entitled to enter the corresponding retention of title in the retention of title register at the customer's expense. In the case of a running account, the goods subject to retention of title shall be deemed security for our right to claim the outstanding amount.

(2) We are entitled to insure the goods subject to retention of title against theft, breakage, fire, water and other damage at the customer's expense, unless the customer itself furnishes evidence of appropriate insurance.

(3) In the event that the goods subject to retention of title delivered by us are combined, mixed or blended with other items, we shall acquire co-ownership in the ratio of the value of the goods subject to retention of title to the value of the other combined, mixed or blended goods. Insofar as the ownership of the goods subject to retention of title ceases as a result of the goods becoming an integral part of another item, the customer hereby grants us co-ownership of the main item in the proportion of the value of the goods subject to retention of title delivered to the value of the main item. Co-ownership shall now be transferred to us, with the understanding that the transfer is replaced by the fact that a safekeeping relationship is agreed upon, on the basis of which the customer keeps the main item safe for us at its expense. Upon payment of the claim, the co-ownership thus granted shall pass to the customer.

(4) Any processing or treatment shall be carried out on our behalf and free of charge and without any obligation upon us such with the understanding that we shall be regarded as the manufacturer, i.e. we shall retain ownership of the products at all times and irrespective of the degree of processing. In the event of processing with other goods not belonging to us by the customer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the other processed goods at the time of processing. Further, the same shall apply to the new item resulting from the processing as to the goods subject to retention of title. It shall be deemed to be an item subject to retention of title within the meaning of these terms and conditions.

(5) The customer is permitted to resell the goods subject to retention of title within the scope of its business operations in the ordinary course of business. This authorisation is revocable by us in the event that the customer defaults on payment, the conditions for bankruptcy proceedings exist, the customer ceases payments, submits a declaration of insolvency, enters into a composition agreement or applies for a provisional or definitive moratorium. This authorisation shall not apply if the customer excludes the assignment of the claim from the sale of the goods to us. The customer is not entitled to dispose of the goods subject to retention of title in any other way.

(6) The customer's claims from the resale of the goods subject to retention of title shall be assigned to us upon conclusion of the contract between us and the customer to secure all our claims under

the business relationship.

(7) The customer is entitled to collect the aforementioned claim, but not to assign it to third parties. This authorisation is revocable by us in the event that the customer is in default of payment, the conditions for bankruptcy proceedings exist, the customer ceases payments, submits a declaration of insolvency, enters into a composition agreement or applies for a provisional or definitive moratorium. Upon request, the customer is obliged to disclose the assignment to the third-party purchaser for payment to us.

(8) We undertake to release the claims which we are entitled to assert at the customer's request to the extent that the realisable value of the claims, taking into account the costs of administration and realisation, exceeds 110 % of the secured claims.

(9) We are entitled to withdraw from the contract in the event of a breach of these provisions.

(10) If we are entitled to take back the goods, the customer or an authorised representative must allow us to conduct an inventory of the existing goods subject to retention of title.

(11) In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing. The third party shall be informed of our rights without delay. Insofar as the third party is not in a position to reimburse the costs any actions against it, the customer shall be liable for this insofar as it has culpably omitted the aforementioned notifications.

§ 5 Delays in delivery and time of performance - Default

(1) Our delivery time is calculated from the date of our order confirmation. In the absence of an individual written agreement, delivery periods and dates are non-binding.

(2) All delivery dates are subject to timely, complete and correct self-delivery.

(3) In any case, the commencement of and compliance with the delivery period is subject to final clarification of all technical details, receipt of all documents, necessary permits and plans to be supplied by the purchaser, compliance with the agreed terms of payment and other obligations and agreement on all technical issues which the parties reserved the right to clarify upon conclusion of the contract.

(4) If these requirements are not met, the delivery time will be extended for the duration of the delay plus a reasonable start-up period. This will not apply if we are responsible for the delay.

(5) In the case of delays in delivery and performance due to force majeure, e. g. mobilisation, war, riots, terrorist attacks or similar events making delivery significantly more difficult or impossible for us, such as operational disruptions, strikes or lockouts, or the failure of important production facilities/machinery, delays in the delivery of essential raw and construction materials, delays in transport, official orders, the delivery period will be extended for the duration of the delay plus a reasonable start-up period, or we shall be entitled us to withdraw from the contract in respect of the part not yet fulfilled, unless we have failed to immediately inform the customer of the non-availability and have immediately refunded any counter-performance already rendered by the customer. The above shall only apply insofar as we are not responsible for this. This shall also apply if the aforementioned circumstances occur at our suppliers or their sub-suppliers. The above shall also apply if the aforementioned circumstances occur during an ongoing delay in delivery.

(6) We may, in particular in the case of larger orders, make partial deliveries to an extent that is reasonable for the customer.

(7) In the event that the delivery time is exceeded, the customer shall be entitled to withdraw from the contract if it has unsuccessfully set a reasonable deadline of at least 10 working days, or if setting a deadline

can be dispensed with in accordance with statutory provisions. The right to withdraw from the contract is excluded – with the exception of special circumstances which justify withdrawal after weighing up the interests of both parties – if the impediment to performance is attributable to circumstances for which we are not responsible, including delays in timely and correct self-delivery for which we are not responsible. The due date of the right to demand delivery shall be postponed accordingly.

(8) If the customer is in default of payment or if there is a significant deterioration in its financial circumstances jeopardising the execution of the contract, we shall be entitled to make delivery dependent on full payment of the purchase price or the provision of appropriate security.

(9) The customer must accept the goods on the agreed delivery or completion date. If the deadline for acceptance is exceeded by three months, we shall be entitled to invoice and to charge warehouse rental costs.

§ 6 Sample consignments

As an exception, standard luminaires (without illuminants) will be made available for lighting samples for a maximum of one month. Material that is not returned will be charged without any deduction. Custom-made luminaires will only be made available for sampling against payment. In all cases, luminaires that have been damaged or modified by the recipient will be charged at the full list or catalogue price.

§ 7 Transfer of risk

(1) Unless expressly agreed otherwise, the place of performance for the delivery of goods is always the seller's factory in Aalst, Belgium. The risk shall be transferred to the buyer when the goods are handed over to the buyer or the buyer's agent. Otherwise, as soon as the consignment has been handed over to the person carrying out the transport (the forwarding agent, the carrier or the person otherwise appointed to carry out the shipment). This will not apply in the event that we ship the goods ourselves.

(2) Unless otherwise agreed, the route and means of dispatch shall be chosen in accordance with our best judgment.

(3) If dispatch is delayed as a result of circumstances for which the customer is responsible, the risk shall be transferred to the customer from the date of notification of readiness for dispatch.

(4) At the customer's request, we will take out transport insurance at the customer's expense.

(5) Obvious transport damage or defects must be reported by the customer to the forwarding agent, the carrier or the person or institution otherwise authorised to carry out the shipment immediately upon receipt of the delivery and confirmed by them. Transport damage or defects which were not recognisable in the packaged state must be reported to the forwarding agent, the carrier or the person or institution otherwise authorised to carry out the shipment within seven days of receipt of the goods. Insofar as the seller, in a departure from paragraph 1, has expressly promised the customer a place of performance other than its works or warehouse in the order confirmation, the customer must also notify the seller of the transport damage or defect within four days of receipt of the delivery; otherwise, settlement of transport damage or defects via the seller is excluded.

(6) The above provisions shall also apply to partial deliveries.

§ 8 Defect rights

We are liable for material defects and defects of title as follows:

(1) Any warranty furnished will lapse for defects caused by poor installation, faulty installation, poor maintenance, faulty or negligent handling or storage, improper repairs not carried out by us, modifications without our written consent, natural wear and tear, excessive stress, unsuitable operating conditions and operating materials or chemical, electrochemical or electrical influences for which we are not responsible as well as weather or other natural influences, insofar as such factors play a part in the occurrence of a material defect.

Lamps and electronic wearing parts and used goods are excluded from any warranty as far as legally permissible. Slight fluctuations in colour attributable to manufacturing tolerances of light-emitting diodes, which are state of the art, and luminous colour point shifts occurring during the service life of parts shall also be deemed to be wear. Warranted characteristics are only those that are expressly designated as such in product information. Any assurance given shall remain valid at most until the expiry of the warranty period. Technical or formal changes to the products which serve to improve them or which reflect changes in statutory provisions may be made by the seller without further publication.

(2) In the case of parts used for finishing, reconditioning or reworking which the buyer sends to us, we accept no liability for their behaviour during heat treatment and processing. If such materials become defective, we shall be reimbursed for the costs already incurred for processing.

(3) Warranty claims by a customer are subject to proper fulfilment by the customer of its obligations to inspect and give notice of defects. Obvious defects or short or incorrect deliveries must be reported in writing immediately after receipt of the goods, however, no later than eight days of handover. Non-obvious defects shall be notified in writing immediately after their discovery. The parts concerned shall be sent to us upon request.

(4) In the event of a breach of the duty to inspect and give notice of defects, the goods shall be deemed to have been approved in view of the defect in question.

(5) If the notification of defects is unjustified, we shall be entitled to demand compensation from the customer for the expenses incurred by us.

(6) Unless longer periods are prescribed by law, the period for asserting warranty claims is 24 months.

(7) If the purchased item is defective, we shall be entitled to decide as we see fit whether to remedy the defect or deliver a defect-free item by way of supplementary performance.

(8) If the customer has unsuccessfully set us a reasonable deadline for subsequent performance, or if a deadline is not required by law, or if we refuse subsequent performance, or if subsequent performance has failed, or if the type of subsequent performance selected by us is unreasonable for the customer, or if the defect cannot be remedied within a reasonable period of time, the customer's rights shall be limited to the right to demand a reduction in the remuneration (abatement) or to withdraw from the contract. The right to compensation for damages is excluded within the limits of B. Terms and Conditions of Sale and Delivery § 8 and § 9 – as far as legally permissible.

§ 9 Liability

This provision applies to all cases of our liability for any legal reason vis-à-vis our customers, unless otherwise provided for in these General Terms and Conditions or other agreements.

(1) In the event of breaches of our contractual obligations under these General Terms and Conditions, we shall be liable to customers for demonstrable direct damage caused by us through unlawful

intent or gross negligence and foreseeable at the time the contract was concluded. Any further liability is expressly excluded. Under no circumstances shall we be liable for medium and slight negligence or for indirect or consequential damage. Consequential damage is deemed, in particular, to refer to loss of profit, business, revenue, goodwill or expected savings and to damage to reputation. With regard to breaches of duty by our auxiliary persons (vicarious agents and legal representatives), any liability is excluded to the extent permitted by law.

(2) This provision shall not apply in the event of the assumption of a quality guarantee and in the event of culpable death, physical injury or damage to health directly caused by us and in the case of mandatory statutory provisions, including the provisions of the Product Liability Act.

§ 10 Withdrawal

Business and private customers, insofar as no additional statutory right of withdrawal exists for the latter, may withdraw from the contract with our express consent against payment of a cancellation fee of 20% of the value of the order to which the withdrawal refers. Insofar as the

withdrawal concerns a custom-made product prepared by us for the customer, commercial goods (third-party goods) or articles expressly marked as non-returnable goods in the catalogue, withdrawal as set out in this provision is excluded. We reserve the right to claim any higher costs actually incurred by way of compensation for damage.

C. Final provisions

§ 1 Applicable law

These General Terms and Conditions and any disputes arising from or in connection with the relationship between us and our customers shall be governed exclusively by Swiss law. The validity of the Vienna UN Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) is excluded.

§ 2 Place of performance - Place of jurisdiction

The place of performance and exclusive place of jurisdiction is our registered office in Lucerne/CH.