

GENERAL TERMS AND CONDITIONS OF SALE OF SLV GMBH

As on: January 2018

1. Subject of contract and scope

(1) The basis for the legal relationship between us and the dealer are exclusively these terms and conditions of sale and the framework agreement that may have been agreed between SLV and the dealer, which has priority over this contract in the event of conflicts. Dealers are those contract partners who sell products which have been acquired from us to third parties (end customers or other dealers), irrespective of the sales channel.

(2) Our terms and conditions of sale apply to all product sales.

(3) Contradictory, differing or supplementary general business conditions belonging to the dealer shall only become a constituent of the contract if we have expressly agreed to the validity thereof in writing. This agreement requirement applies in any case, including if we make the delivery to the dealer without reservation with the knowledge of his general terms and conditions, for example.

(4) These terms and conditions of sale apply exclusively to purchase contracts with companies in accordance with § 14 BGB and legal entities under public law and special funds under public law who are acting in their commercial or independent professional activity and not for private purposes. In order to ensure that they are used by our dealers in this respect, we carry out an entrepreneurial status check as part of registration/order processing. The contract is concluded under the deferred condition that this check has a positive outcome.

2. Contract conclusion

(1) Dealers can initiate the ordering procedure by selecting the goods on our product site and clicking on the "Add to shopping cart" button. This temporarily stores the selected product in the shopping cart. If the dealer clicks on the "Shopping cart" button at the top right, which displays the number of stored products in a circle, he will be taken to a page on which he can log in (if he is already registered with us as a specialist dealer) or register. Registration takes place with by clicking on the "Become a dealer" button and then entering the information that is requested, or entering his SLV customer number and the stored e-mail address and clicking on the "Send" button if the dealer is already listed with SLV as a specialist dealer. If the dealer is already registered, the login takes place using the information which we have stored (customer number and password) and then clicking on the "Login" button. Once the dealer has logged in, he is shown the contents of his shopping cart. The required item order quantity can be adjusted by clicking on "1 item" or "Remove" and updated. More products can be added to the shopping basket using the quick entry facility and the item number and clicking on the "Add" button or by repeating the above-mentioned step using the "Products" or "Continue shopping" button. The ordering procedure is continued by clicking on the "Check out" button, whereupon the order is displayed on the next page. This is where the delivery method, the type of payment and any other ordering options can be selected, the specified

invoice and delivery address can be checked and a delivery address which differs from the invoice address can be specified if necessary. The dealer officially declares that he wishes to procure the selected products in the displayed quantity (contract offer) by clicking on the "Buy now" button and acknowledging and accepting our linked terms and conditions and data protection statement beforehand by clicking on the box next to them. E-mail confirmation of receipt of the order from the dealer shall be provided immediately after the order has been sent. We are entitled to accept the contract offer in the order within 2 days of receipt (contract acceptance). The contract acceptance shall take place either in writing, by taking payment by direct debit or by delivering the goods.

(2) The right to make technical changes and changes to the design and/or colour and/or the weight of the product is reserved until the contract is concluded. The product descriptions, information in quotation documents and operating instructions do not constitute a guarantee of quality or service life unless this is expressly stated.

(3) The languages that is available for the conclusion and fulfilment of the contract are German and English. The contract shall be stored by us and the current version thereof is accessible to the dealer at address <https://www.slv.com/de-de/agb.html> and at <https://www.slv.com/de-de/service/downloads.html> as a download.

(4) SLV is not subject to any special code of conduct.

3. Retention of title

(1) The retention of title agreed in the following is used to safeguard all respective existing current and future claims from SLV to the dealer from the delivery relationship that exists between the parties concerning luminaires, lamps and associated accessories (including outstanding balances from a current account agreement limited to this supply relationship).

(2) The right to the ownership of the purchased item is reserved until full payment of all secured claims has been made. If the dealer behaves in a way that is in breach of the contract, particularly late payment, we are entitled to demand the return of the purchased item after setting an appropriate deadline for this to take place. At the same time, the demand for return entitles us to withdraw from the contract.

(3) The dealer is entitled to process and sell the purchased item until the withdrawal from the contract (para. 2) within the scope of a proper business transaction. The dealer does not have the right to pledging or chattel mortgaging. The dealer shall assign the accounts receivable pertaining to the purchased item which accrue to the dealer against its customers or third parties from the resale or for another legal reason to the full extent with immediate effect, regardless of whether the purchased item has been resold with or without further processing. We accept this assignment. The dealer is entitled to request payment of these accounts receivable on his own account and in his own name, even after the assignment. Our authority to request payment of the accounts receivable ourselves remains unaffected. However, we are obliged to desist from requesting payment for as long as the dealer fulfils his payment obligation. If the dealer is in breach of the contract, we can ask him to inform us of the assigned claims and their debtors, provide all of

the information for collection, hand over the associated documents and notify the respective debtor of the assignment.

(4) If the subject of the purchase is inseparably connected or mixed with objects which do not belong to us, we shall acquire ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other attached or mixed objects at the point of time of connection or mixing. If the connecting or mixing takes place in such a way that the dealer's object can be regarded as the main object, it is agreed that the dealer shall transfer proportional co-ownership to us. We accept this transfer. The dealer shall take care of the sole ownership or co-ownership which occurred in this way for us.

(5) We are obliged to release the securities to which we are entitled by request of the dealer if the achievable value of our securities exceeds the claims to be secured by more than 10 %; the choice which securities to release is up to us.

4. Payment terms

(1) Our prices are understood to be "ex works" (EXW according to Incoterms 2010), plus the applicable amount of VAT. The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the purchased item. We reserve the right to make some or all of a delivery only against advance payment or COD. We will declare an appropriate reservation no later than with the order confirmation. When the payment deadline elapses, the customer is regarded as late with payment. The purchase price shall accrue interest at the currently applicable interest rate during the period of lateness. The right to exercise additional lateness penalties is reserved.

(2) The dealer only has offsetting and retention rights if his counter-claims are legally valid, uncontested or accepted by us. The dealer is also entitled to offsetting against our claims if defect claims or counter claims from the same contract are asserted.

(3) If a payment has been agreed using a SEPA direct debit and the contract partner has issued an appropriate SEPA direct debit mandate, the following applies: Advance warning of the impending direct debit collection will be provided, usually with the invoice, and one more time in any case until no later than one calendar day before payment is due ("pre-notification"). The dealer declares that he expressly agrees that in order to make payment transactions easier, the basic 14-day deadline for providing information about the collection of a payment that is due can be reduced to one day before the payment. The dealer is obliged to ensure that there is sufficient financial cover in the account mentioned in the SEPA mandate, and to ensure that the amounts which are due can be collected. This obligation also exists if the dealer does not receive advance information or does not receive it on time in isolated cases. The dealer must provide written notification of every change to his bank details together with a fully completed new SEPA mandate immediately.

(4) If we have justified doubt concerning the creditworthiness of the dealer, find out about underfunding or liquidity gaps after the contract has been concluded, or the original credit volume increases as a result of late payment, we are entitled to request appropriate securities. If the dealer does not fulfil such a request within an appropriate time, we are entitled to withdraw from the contract. The same applies if other events

occur at a dealer's and we do not become aware of them until the contract has been concluded. We are entitled to bill for partial deliveries as separate business. If our payment conditions are not met or other events occur at the dealer's which make his creditworthiness appear doubtful or we do not become aware of such situations which existed before the contract was concluded until later, irrespective of our other legal rights we can make other deliveries from the same legal relationship dependent upon advance payments until the repayment of the outstanding claims for as long as the payment is outstanding.

5. Terms of delivery

(1) Delivery shall take place "ex works" (EXW according to the Incoterms 2010). We are entitled to make partial deliveries, provided that this is appropriate for the dealer concerned. If the partial delivery is made by request of the dealer, we will charge delivery costs for each partial delivery. Packaging, delivery costs, transport costs and insurance shall be billed for separately.

(2) The costs for delivery abroad are different and can be obtained from us by calling +49 2451 48330 or sending an e-mail to info@slv.de.

(3) The delivery date promised by SLV should only be regarded as approximate, unless a fixed delivery date has been expressly agreed. If delivery has been agreed, the delivery date applies from the point in time of handover to the third party who has been commissioned to carry out the transport.

(4) If we are prevented from making on-time delivery for reasons for which we are not responsible, (non-availability of service) we shall notify the dealer about this immediately and shall notify him of the probable new delivery date at the same time. If the service is also unavailable within the new delivery date, we are entitled to partially or fully withdraw from the contract; we shall reimburse any consideration that has already been made by the dealer. A case of non-availability of the service in this respect is particularly failure by our suppliers to deliver on time, if we have concluded a congruent hedging transaction, if neither we nor our supplier is at fault or if we are not obliged to purchase in isolated cases.

(5) The start of the delivery delay shall be determined by the legal regulations. However, a reminder by the dealer is required in any case. If we are late with delivery, the dealer can claim lump-sum compensation for his delay damage. The lump-sum compensation shall be 0.5 % of the net price (delivery value) for each complete calendar week, but no more than 5 % of the value of the delayed delivery. We have the right to provide proof that the dealer has not suffered damage or has suffered considerably less damage than the above-mentioned lump sum.

(6) The rights of the dealer acc. to number 7 of these conditions of sale and our legal rights, particularly in the event of exclusion of the service obligation (e.g. because of impossibility or unreasonableness of the service and/or subsequent fulfilment) remain unaffected.

6. Defect rights

(1) The legal regulations apply to the rights of the dealer in the effect of material defects or legal deficiencies, unless otherwise determined in the following. Defect claims from the dealer require him to fulfil his duty to give notice of complaints and duty of inspection according to § 377 HGB.

(2) In order to comply with the duty to give notice of complaints and duty of inspection according to § 377 HGB, when he receives the purchased item the dealer is obliged to check the type, quantity and condition thereof immediately, whereby the following examination method is agreed: In order to check the purchased item, it must be connected and started up for test purposes. If the delivery consists of a large quantity of products (25 purchased items or more within the scope of an order), a meaningful number of random samples in accordance with the above-mentioned examination method is sufficient to fulfil the duty to give notice of complaints and duty of inspection, but is also required. The random sampling must be carried out in such a way that it provides information about the condition of all of the purchased items within the scope of the order. If obvious defects are found during the examination, notification thereof must be provided immediately, but within no more than 3 calendar days. The complaint must be accompanied by a description of the functional defect. If a defect appears later which could not be detected by the above-mentioned examination method when the purchased item was received (concealed defect), the dealer must show the concealed defect to SLV immediately but within no more than 3 calendar days of discovery. The receipt of the defect notification is decisive in all cases.

(3) In the event of drop shipments or direct deliveries, the dealer must take suitable organisational measures to ensure that the duty of examination and notification is adhered to; SLV shall give the dealer the opportunity to carry out the examination in the warehouse just prior to delivery, and is in agreement with examination by the secondary buyer.

(4) For material defects or legal deficiencies we shall initially provide a guarantee by our choice of reworking or replacement. If the subsequent delivery fails (§ 440 clause 2 BGB), the dealer basically has the choice of demanding a price reduction or withdrawal from the contract.

(5) If the dealer receives defective installation instructions, we are only obliged to deliver defect-free installation instructions, and this only applies if the defect in the operating instructions prevents proper installation.

7. Acceptance of warranty

The guarantee conditions mentioned in https://assets.slv.com/fileadmin/documentation/Deutsch/Garantiebedingungen_Dasar_Premium_3.0.pdf apply to the DASAR® PREMIUM product series.

8. Liability

(1) The liability of SLV for damage caused by simple negligence is excluded, provided that no loss of life, injury, damage to health or claims in accordance with the product liability act occur. The liability for simple negligence is not affected in the event of violation of cardinal obligations, i.e. obligations whose fulfilment makes it possible to carry out the contract and adherence to which the dealer can rely at regular intervals; however, the liability is restricted to compensation for the damage which is associated with the contract in a typical way and is foreseeable in this case.

(2) The same applies to obligation infringements by agents of SLV.

9. Returns

The return guideline which can be viewed at https://assets.slv.com/fileadmin/documentation/Deutsch/SLV_Ruecksenderichtlinien_und_Reparatur_bedingungen_dt_23_06_2017.pdf applies to returns of our goods.

10. Final provisions

(1) German law applies, excluding the UN Sales Law and the legislation points of international private law.

(2) If the dealer is a businessman, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is our headquarters. The same applies if the dealer does not have a general place of jurisdiction in Germany or the dealer's domicile or place of residence is unknown at the point in time when legal proceedings are instituted.

(3) Unless otherwise stated in the order confirmation, the place of fulfilment is our headquarters.

(4) If a clause of these sales conditions becomes invalid or ineffective, the remainder of the conditions are unaffected. The ineffective or invalid clause shall be replaced with legally valid condition which comes as close as possible to the original clause.