

General Terms and Conditions – VGS Leuchttechnik GmbH

§ 1 Validity

- (1) All services and offers from VGS Leuchttechnik GmbH (hereinafter referred to as "Contractor") shall be made exclusively on the basis of the current version of these General Terms and Conditions (GTC). This GTC shall be valid for all contracts that the Contractor enters into with its contractual partners (hereinafter referred to as "Client") for the deliveries or services offered. They shall also apply to all future deliveries, services or offers to the Client, even if they are not separately agreed again.
- (2) Terms and Conditions of the Client or third parties shall not apply, even if the Contractor does not separately object to their validity in individual cases. Even if the Contractor refers to a letter that contains or refers to the terms and conditions of the Client or a third party, this shall not constitute consent to the validity of those terms and conditions.

§ 2 Offers and Contracts, Approval

- (1) All offers by the Contractor shall be non-binding and subject to change unless they are expressly marked as binding or contain a specific acceptance period. The Contractor may accept orders or contracts in writing within 14 days of receipt.
- (2) The legal relationship between the Contractor and the Customer shall be governed solely by the written purchase agreement, including these GTC. This contract fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Oral promises made by the Contractor prior to the conclusion of this contract shall not be legally binding and oral agreements between the contracting parties shall be replaced by the written contract, unless expressly agreed otherwise between the contracting parties in each case.
- (3) Only written additions and amendments to the agreements made, including this GTC, shall be valid. With the exception of managing directors or authorized signatories, the Contractor's employees shall not be entitled to make verbal agreements that deviate from the written agreement. Telecommunications transmissions, in particular e-mails, shall fulfill the requirement of written communication.
- (4) Drawings, illustrations, dimensions, weights or other performance data shall only be binding if this has been expressly agreed in writing. Further information from the Contractor regarding delivery or service (e.g. weights, dimensions, utility values, resilience, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximately relevant unless usability for the contractually intended purpose requires an exact match. They are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations that are commonplace in the industry, occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts shall be permissible, provided they do not hinder usability for the contractually-intended purpose.

- (5) Requests by the Contractor for the Client to approve performance data as per the terms of paragraph 4, shall be carried out immediately, or, at the latest, within the period specified in the approval file. If this is not done, the Contractor shall assume after this period that approval has been granted and can start production on the basis of the available data and information from the order confirmation. Any expenses due to errors caused by uncorrected approvals shall be the responsibility of the Client.
- (6) The Contractor shall retain ownership or copyright to all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Client. Without the express consent of the Contractor, the Client may not make these items accessible to third parties, disclose them, use them himself, have them used by third parties, or reproduce them. At the request of the Contractor, he must return these items in full and destroy any copies that may have been made if he no longer needs them in the ordinary course of business or if negotiations do not lead to the entering into of a contract. The storage of data made available electronically for the purpose of standard data backups is excepted from this requirement.

§ 3 Prices and Payment, Invoicing, Contract Termination

- (1) Prices shall apply to the scope of services and deliveries listed in offers or order confirmations. Unless otherwise stated, the Contractor shall be bound by the prices contained in the offer for 14 days from the date of the offer.
- (2) Adapting the outline, as well as any additional or special services shall be charged separately (by the minute, EUR 50.00/hour).
- (3) Prices are calculated ex works in Euros, plus packaging, transport, statutory value-added tax, customs duties for export deliveries, as well as fees and other public dues. Costs for packaging and transport shall be determined according to the current price of the forwarding agent and adjusted after the service has been rendered.
- (4) Invoices shall be sent electronically. Invoice totals shall be paid in full within 14 days, unless otherwise agreed. Payment due dates shall be determined by the date of receipt by the Contractor. Payments by check shall not be accepted. Should full payment not be made by the due date, the outstanding amount(s) shall be subject to interest at the statutory default interest rate from the due date; In the event of default, the right of assertion of higher interest and further damages shall remain unaffected.
- (5) Offsetting of the Client's counterclaims or withholding payments due to such claims shall only be permitted if the counterclaims are undisputed, have been legally established, or arise from the same order from which the delivery in question was made.
- (6) The Contractor shall be entitled to require advance payment or provision of security before carrying out or providing pending deliveries or services if circumstances become known to him after entering into the contract which are likely to significantly reduce the creditworthiness of the Client and which jeopardize payment of the

Contractor's outstanding claims by the Client with regard to the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

- (7) If the Client withdraws from the contract without a legitimate reason or without the Contractor being responsible for the reason and the Contractor accepts an unjustified withdrawal, the Contractor shall be entitled to a flat-rate compensation of 15% of the order value. This shall not exclude the assertion of further damage claims. The Client shall be granted the right to prove that no damage or only minor damage has occurred, which is then binding. This shall not affect the Contractor's right to demand full payment for services already rendered. In this case, the claim for compensation of 15% shall apply to the services not yet rendered.

§ 4 Delivery and Delivery Time, Force Majeure

- (1) Periods and dates for deliveries and services promised by the Contractor shall only be approximate unless a fixed date has been expressly promised or agreed to. If shipment has been agreed to, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with shipment.
- (2) The Contractor may - without affecting any rights arising from the Client's default - require from the Client an extension of delivery and service deadlines or the postponement of delivery and service dates until the Client has met his contractual obligations to the Contractor.
- (3) The Contractor shall not be liable for delivery failures or delays if caused, directly or indirectly, by force majeure or other events that were not foreseeable at the time the contract was entered into and are beyond the Contractor's control (e.g. operational disruptions of all kinds, difficulties in material or energy procurement, transport delays, strikes, lawful lockouts, shortages of workers, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the lack thereof, incorrect or late delivery by suppliers despite the Contractor's congruent hedging transaction) for which the Contractor is not responsible. If such events make the delivery or service significantly more difficult or impossible for the Contractor and the hindrance is not only of a temporary nature, the Contractor shall be entitled to withdraw from the contract. In the case of hindrances of a temporary duration, the delivery or service deadlines shall be extended or the delivery or service dates postponed for the duration of the hindrance plus a reasonable grace period.
- (4) Insofar as the Client cannot reasonably be expected to accept the delivery or service as a result of a delay, force majeure, or other event that was not foreseeable at the time the contract was entered into and is beyond his control, he may withdraw from the contract by means of an immediate written declaration to the Contractor.
- (5) The contracting party concerned shall immediately notify the other contracting party of the occurrence and cessation of force majeure, and shall endeavor to the best of his ability to remedy the force majeure and limit its effects as much as possible.

- (6) The Contractor shall be entitled to make partial deliveries only if
 - a. the partial delivery can be used by the Client within the scope of the contractual purpose,
 - b. delivery of the remaining ordered goods is ensured, and
 - c. the Client does not incur any significant additional work or additional costs as a result (unless the Contractor agrees to bear these costs).
- (7) If the Contractor is in default with regard to a delivery or service or if a delivery or service is, for whatever reason, impossible for him, the Contractor's liability for damages shall be limited in accordance with § 8 of this GTC.

§ 5 Place of Fulfillment, Shipping, Packaging, Transfer of Risk, Acceptance

- (1) Unless otherwise specified, the place of fulfillment for all contractual obligations shall be Dresden. If, by way of exception, the Contractor is also responsible for installation, the place of performance shall be the place where the installation is to take place.
- (2) Shipping methods and packaging shall be subject to the dutiful discretion of the Contractor.
- (3) If shipment of the goods has been agreed and the Contractor has not assumed transport or installation, the risk shall pass to the Client at the latest upon handover of the delivery item (to be determined by the start of the loading process) to the forwarding agent, carrier or other third party designated to carry out the shipment. If the shipment or the handover is delayed due to a circumstance whose cause lies with the Client, the risk shall pass to the Client from the day on which the delivery item is ready for shipment and the Contractor has notified the Client thereof.
- (4) The same shall apply if the Client collects the goods from the Contractor's premises. In the event that self-collection is agreed, goods reported as ready for shipment or assembly which are not accepted by the Client within 5 days may be stored by the Contractor at the Client's expense and risk. Insurance shall only be provided at the express request (in writing) of the Client and at the Client's expense. In the event of storage by the Contractor, the storage costs shall amount to (0.25) % of the invoice amount of the delivery items to be stored per post-deadline week. The Contractor reserves the right to claim and prove further or lower storage costs.
- (5) The shipment shall be insured by the Contractor against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the Client and at the Client's expense.
- (6) In cases where acceptance is necessary, the service shall be deemed to have been accepted when
 - a. the delivery and, if the Contractor is also responsible for installation, the installation has been completed,
 - b. the Contractor has notified the Client thereof pursuant to § 5 (6) of this GTC and has requested the Client to accept the goods,

- c. 10 working days have elapsed since delivery or installation or the Client has started using the item (e.g. has put the delivered lighting system into operation) and in this case 10 working days have elapsed since delivery or installation and
- d. the Client has refused acceptance within this period for a reason other than a defect reported to the Contractor, which makes the use of the purchased item impossible or significantly impairs it.

§ 6 Warranty, Material Defects

- (1) The warranty period shall be one year from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages by the Client arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the Contractor or its agents, which shall in each case be time-limited in accordance with the statutory provisions. For lamps, fluorescent tubes, flash tubes and other illuminants, color glass filters and color filter foils etc., or other wearing parts, the warranty period shall be determined, Paragraph 1 of this § 6 notwithstanding, according to the usual period of use, insofar as this is less than 1 year.
- (2) Prior to use, the Client shall verify whether the products are suitable for his intended purpose (e.g. use on an exterior facade). The Contractor cannot guarantee the suitability for particular purposes, as the Client's use of the delivered goods is beyond the Contractor's control.
- (3) The delivered items shall be carefully inspected immediately upon delivery to the Client or to the third party designated by the Client; this shall also include a performance test. With regard to obvious defects or other defects which would have been recognizable in the course of an immediate, careful inspection, they shall be deemed approved by the Client if the Contractor does not receive a written notice of defect within seven working days after delivery. With regard to other defects, the delivered items shall be deemed to have been approved by the Client if the notice of defect is not received by the Contractor within seven working days after the time at which the defect became apparent; however, if the defect was already apparent at an earlier time during normal use, this earlier time shall determine the start of the period for giving notice of defect. At the request of the Contractor, a delivered item which is the subject of a complaint shall be returned to the Contractor carriage paid. In the event of a justified notice of defect, the Contractor shall reimburse the costs of the most convenient shipping method; this shall not apply if the costs increase because the delivered item is located at a place other than the place of intended use.
- (4) In the event of material defects of the delivered items, the Contractor shall first be obliged and entitled to rectify the defect or to make a replacement delivery at its discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the Client may withdraw from the contract or reasonably reduce the purchase price.
- (5) If a defect is due to the fault of the Contractor, the Client may claim damages under the conditions set out in § 8. The amount of such claims for damages shall

be limited to the price of the delivery in question; liability for consequential damages shall be excluded.

- (6) In the event of defects in other manufacturers' components which the Contractor cannot remedy for licensing or actual reasons, the Contractor shall, at its option, assert its warranty claims against the manufacturers and suppliers on behalf of the Client or assign them to the Client. In the event of such defects, warranty claims against the Contractor shall only be admitted under the other conditions and in accordance with this GTC of Delivery if legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. For the duration of the legal dispute, the statute of limitations of the Client's relevant warranty claims against the Contractor shall be suspended.
- (7) The warranty shall not apply if the Client modifies the delivery item or has it modified by third parties without the Contractor's consent, replaces parts or uses consumable materials that do not comply with the original specifications and the detection and/or rectification of defects is thereby rendered impossible or unreasonably difficult. In each instance, the Client shall bear the additional costs of rectifying defects resulting from the change. If the Contractor's warranty, operating, assembly or maintenance instructions are not followed, the warranty shall not apply. Liability for normal wear and tear shall be excluded.
- (8) In cases where delivery of used items is individually agreed with the Client, these shall not be covered by any warranty for material defects.
- (9) Only the direct Client shall be entitled to warranty claims against the Contractor and such claims shall not be assignable without the Contractor's prior consent.
- (10) The place of fulfillment for warranty claims and their verification shall be the Contractor's registered office. The statutory warranty periods shall apply without restriction to claims for damages under the warranty which are based on injury to life, limb or health or on intent or gross negligence on the part of the Contractor, a legal representative, or an agent of the Contractor or under the Product Liability Act.

§ 7 Property Rights

- (1) In accordance with § 7 of this GTC, the Contractor shall be responsible for ensuring that the delivery item is free of commercial property rights or copyrights of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it on the basis of the infringement of such rights.
- (2) In the event that the delivery item infringes a commercial property right or copyright of a third party, the Contractor shall, at its discretion and at its expense, modify or replace the delivery item in such a way that the rights of third parties are not further infringed, but the delivery item continues to fulfill the contractually agreed functions, or procure the right of use for the Client by concluding a license agreement with the third party. If the Contractor does not succeed in doing so within a reasonable period of time, the Client shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the Client shall be subject to the limitations of § 8 of this GTC of Delivery.

- (3) In the event of infringements of rights by products of other manufacturers supplied by the Contractor, the Contractor shall, at its discretion, assert its claims against the manufacturers and upstream suppliers on behalf of the Client or assign them to the Client. In such cases, claims against the Contractor shall only apply in accordance with this § 7 if judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, e.g. due to insolvency.
- (4) If the order is based on a template provided by the Client (e.g. company logo, trademark), Paragraphs 1 to 3 shall apply accordingly with regard to the Client's obligation to the Contractor.

§ 8 Liability for Damages Due to Fault

- (1) The Contractor's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, or breach of duties with regard to contractual negotiations and tort, shall be limited in accordance with the provisions of § 8 of this GTC, insofar as fault is relevant in each case.
- (2) The Contractor shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other agents, unless a breach of material contractual obligations is involved. Material contractual obligations include the obligation to deliver and install the delivery item in due time, its freedom from defects of title as well as such material defects that impair its functionality or usability more than insignificantly, as well as consulting, protection and care obligations that are intended to enable the Client to use the delivery item in accordance with the contract or are intended to protect the life and limb of the Client's personnel or to protect the Client's property from significant damage.
- (3) Insofar as the Contractor is liable on the merits for damages pursuant to § 8 (2), this liability shall be limited to damages which the Contractor foresaw as a possible consequence of a breach of contract at the time of entering into the contract or which it should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be compensable insofar as such damage is typically to be expected when the delivery item is used for its intended purpose. The above provisions of this Paragraph 3 shall not apply in the event of intentional or grossly negligent conduct by members of the Contractor's executive bodies or senior employees.
- (4) In the event of liability for simple negligence, the Contractor's obligation to pay compensation for damage to property and any further financial losses resulting therefrom shall be excluded, even if this involves a breach of material contractual obligations.
- (5) The above exclusions and limitations of liability shall apply to the same extent in favor of the proxies, legal representatives, employees and other vicarious agents of the Contractor.
- (6) Insofar as the Contractor provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of any liability.

- (7) The limitations of § 8 of this GTC and the warranty rights shall not apply to the Contractor's liability for intentional conduct, for guaranteed quality features, for injury to life, body or health or under the Product Liability Act.

§ 9 Reservation of Proprietary Rights

- (1) The Contractor shall retain title to the goods delivered to the Client until the purchase price has been paid in full and until all purchase price claims under this contract existing at the time of delivery have been satisfied.
- (2) This shall also apply if the agreed price for a specific delivery designated by the Client has been paid. In the case of a current account, the reserved property shall be deemed security for the Contractor's balance claim.
- (3) If the goods delivered to the Contractor are to be processed or modified, this shall be done for the Contractor. In the event of processing with items not belonging to the Contractor, the Contractor shall acquire co-ownership of the new item in proportion of the value of the goods to the other items. The Client shall keep the joint property safe for the Contractor.
- (4) The Client shall be obliged to notify the Contractor without undue delay of any seizure under retention of title by third parties of the goods delivered and assembled by sending a seizure report and an affidavit on the identity of the seized item with the delivered goods.
- (5) The Client shall be liable for costs and damages arising from such seizures.
- (6) The Client may not sell delivered goods until they have been paid for in full. In the event of a valid resale, the Client hereby assigns all resulting claims to the Contractor. However, he shall remain authorized to collect these claims as long as he duly fulfills his contractual obligations (in particular payment obligations).
- (7) The Contractor shall be entitled to revoke any direct debit authorization. The Contractor shall release collateral at the Client's request if and when their value exceeds the claims to be secured by more than 20%.
- (8) The Contractor shall be entitled to demand the immediate surrender of the delivered goods in the event of default in payment or payment difficulties. Until the goods are handed over, the Client shall not dispose of any items and goods owned by the Contractor.
- (9) The Client shall be obligated to sufficiently insure the items against common risks and to provide evidence of this insurance to the Contractor upon request. All claims against the insurer arising from this contract with regard to the items delivered under retention of title are hereby deemed assigned to the Contractor.
- (10) The request for return, the taking back and the seizure of delivered goods subject to retention of title by the Contractor - unless §§ 506 and subsequent paragraphs of the BGB (German Civil Code) do not apply - shall not constitute a withdrawal of the contract.
- (11) The Contractor shall be entitled to assign any claims arising from its business relationships.

§ 10 Notes

- (1) The Contractor shall manufacture lighting elements and deliver them in accordance with the contract. Installation or other assembly is the sole responsibility of the Client, and is beyond the scope of the contract. Nevertheless, the following instructions are provided.
- (2) If the Client purchases products from the Contractor, e.g. lighting elements, which are installed by the Client or by companies commissioned by the Client, time-sensitive information, technical specifications provided by the Contractor as well as the local legal regulations must be followed. The structural, local and technical conditions on site are not known to the Contractor and their examination is also beyond the scope of the contract.
- (3) It should be noted that the power supply units and other components or accessories such as DC/DC converters, controllers, etc. designated by the Contractor may not be replaced if they are used without first checking and establishing compatibility with the lighting elements produced by the Contractor.
- (4) Particularly when fastening larger acrylic elements or lighting elements to metal, wood or stone substrates, etc., the different expansion coefficients of acrylic, metal, wood, stone, concrete or other building materials must be taken into account. Failure to do so may result in stress cracks in the elements in individual cases (for example, at the fastening points), which may lead to electrical and mechanical problems, failure of the lighting elements and other defects. The Client must ensure that the elements are accordingly mounted in such a way that uneven expansion (for example through slotted holes) is guaranteed. Regular inspection and maintenance of the elements is strongly recommended.
- (5) Caution: the use of unsuitable equipment or accessories, errors during assembly or inadequate maintenance can lead to considerable damage and the loss of warranty claims.

§ 11 Depictions for Reference Purposes in Image or Real form

- (1) By placing the order, the Client grants the Contractor the right to use the manufactured products for its own reference presentation as an image or in real form (for example, for trade fairs, flyers, internet, etc.).
- (2) This also applies to still images or video material of protected objects (e.g. copyright, utility models, design patents, patents, etc.). The Client shall indemnify the Contractor against any such claims on the part of the Client.

§ 12 Data Privacy Notice

- (1) Personal data shall be processed by the Contractor as the responsible entity and, if applicable, by partners in compliance with data protection regulations for the purpose of providing the services offered (Art. 6 para. 1 lit. b DS-GVO).
- (2) Only data that is required for the stated purposes shall be processed. Personal data is treated confidentially and protected to the highest degree possible by appropriate security measures. Only authorized persons who are involved in

technical, commercial and order management support have access to personal data.

- (3) To the extent required by law, appropriate data processing agreements shall be concluded.
- (4) Personal data shall be stored until the contractual relationship with the Client has ended and the data is no longer required for other legal reasons (e.g. due to statutory retention periods).
- (5) Every affected person may demand information, correction or deletion, object to processing or assert his or her rights as to the transfer of these data in accordance with the statutory requirements.

§ 13 Closing Provisions

- (1) The written form requirement shall apply. Subsidiary agreements shall become effective only if they are confirmed in writing. Insofar as this contract concerns the written form, the text form (e-mail, fax or similar), but not oral agreements or information, shall be equivalent.
- (2) If the Client is a commercial entity, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the Contractor and the Client shall be, at the Contractor's option, Dresden or the Client's registered office. However, in such cases Dresden shall be the exclusive place of jurisdiction for actions against the Contractor. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- (3) The contract language shall be German. / Only the German language version of the contract shall be legally binding. This English translation of this GTC is for informational purposes only and has no legal standing.
- (4) The relationship between the Contractor and the Client shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- (5) Insofar as the contract or this GTC contain loopholes, those legally effective provisions to close these loopholes which the contracting parties would have agreed, had the loopholes been known, in accordance with the economic objectives of the contract and the purpose of this GTC of Delivery shall be deemed agreed.
- (6) The possible invalidity or inefficacy of one or more provisions of these GTC shall not affect the validity of the remaining provisions. The parties shall undertake to replace the invalid provision with a valid provision that comes closest in economic and legal terms to the intended provision.

Stand März 2023