

I.) General terms and conditions

1. All of our existing and future shipments and services, including secondary services such as consultancy and planning services prior to and after delivery, are based exclusively on these Terms and Conditions. The same shall apply to any adjustment services. These Terms and Conditions shall also apply to future business dealings irrespective of whether they are expressly mentioned or not.
2. The buyer's terms and conditions (also known as conditions for purchasing) are herewith expressly excluded. They are equally not binding even where we do not exclude them at the time of entering into a contract.
3. The conclusion of a purchase contract and the dimensions of the delivery obligations arising out of such a contract are governed by a corresponding declaration of intent by both contracting parties. Where such a declaration of intent is not available, a written order confirmation from the supplier shall be exclusively binding whereby the following terms and conditions shall be deemed agreed.

II.) Contractual Agreement

1. Written and oral offers and offers made by telephone are unbinding and subject to confirmation. Offers made do not oblige the supplier to accept an order.
2. Statements made by the supplier with regard to measurement and weight, as well as graphic representations, drawing and details of dimension and weight or similar provided by the supplier in documentation or descriptions are only approximate values and are therefore not binding. The documentation comprising the offer does not represent a guarantee of the product's properties but serves purely as orientation for the buyer.
3. A guarantee with regard to specific properties and/or the suitability of a product for a particular use shall only be binding where this is expressly stated as such in writing

III.) Price

1. The stated prices are ex works, including standard packaging. Changes with regard to despatch and packaging of goods require a separate agreement.
2. All prices include VAT at the rate applicable at the time of delivery. VAT will be added on to invoices at the applicable rate and will be shown separately. All other taxes, customs duty, charges or similar shall be borne by the buyer.
3. Until an order is confirmed by the supplier, prices quoted for special lamps or special constructions shall be regarded as approximate prices. A „special lamp“ shall be defined as the constructional modification of an existing lamp type and the making of same according to in-house drawings or those of the buyer. Spare parts and spare colours for special lamps must be ordered separately by the buyer and will be invoiced by the supplier.
4. Unless otherwise agreed samples will only be delivered on the basis of an invoice with the value calculated in line with the price list. Samples may not be exchanged or returned. The cost of sample special lamps shall be calculated on the basis of time and effort expended and invoiced accordingly.

IV.) Retention of Title

1. Until payment has been received in full, the supplied goods shall, even after sale, remain the property of the supplier. The supplier's right to

retention of title extends to products which have already been installed or have been sold on.

2. Any right to payment arising out of the resale of the goods by the buyer shall be ceded to the supplier who expressly accepts this assignment.
3. Where goods of the supplier have already been installed, the value of the supplier's goods resulting from the sale of the product/project by the buyer shall be ceded by the buyer to the supplier at the moment such sale takes place. Proportional title to the proceeds of the re-sold goods shall be transferred to the supplier when the buyer receives payment. Unpaid goods from the supplier may be neither pledged nor assigned by way of collateral. All demands arising out of the commercial relationship shall be immediately due and payable at the moment payment ceases and/or if the buyer should seek for settlement in bankruptcy or a moratorium.

V.) Payment

1. The supplier's invoices are to be paid in full 14 days after the date shown on the invoice at latest. Part deliveries shall be invoiced separately. Where payment is received within 8 days from the date shown on the invoice, the supplier shall grant a cash discount of 2%. The date of payment shall be the date on which the money is available to the supplier. Where outstanding payments are owed from previous invoices, cash discounts shall not be given.
2. The buyer shall be deemed in each and every case, and without any reminder being necessary, to be in arrears when 14 days have elapsed from the date of the invoice. In the event of arrears, interest at the usual bank rates for overdrafts shall be charged. In the event of the buyer being in arrears, the supplier may immediately demand settlement, including settlement of all invoices which would normally be due and payable at a later date, any other agreements notwithstanding.
3. Payment may not be withheld or offset by the buyer against any counter claims he may make which have not been acknowledged by the supplier.
4. Irrespective of any individually agreed conditions of payment, the supplier shall be entitled to demand immediate settlement should the buyer find himself in circumstances which make it unlikely that he will meet the agreed conditions of payment. This shall apply where there are well-founded indications of a significant worsening of the buyer's financial position, in particular in the event of suspended payments, cheque or draft refusals or arrears, where it is clear from these that the supplier's claim to payment is endangered by the buyer's insufficient ability to pay. In these instances the supplier is further entitled to demand payment in instalments or to demand further security.

VI.) Delivery

1. The observance of delivery deadlines presupposes the punctual receipt of all specifications, documentation, licences and releases, in particular of plans and drawings, from the buyer as well as the buyer's observance of agreed conditions of payment and any other obligations. Where these obligations are not met punctually, any delivery deadlines shall be extended accordingly, unless the supplier cannot answer for any delay. Transactions with fixed delivery dates require express written confirmation from an authorised person.
2. The delivery dates stated by the supplier are approximate and depend on the receipt of punctual and orderly delivery by his own suppliers. The supplier shall be liable for the observance of a delivery deadline

only where he has expressly given such an undertaking. Where these obligations are not punctually met, the delivery deadline shall be extended accordingly without making the supplier liable to pay compensation.

3. The transport risk shall be borne by the buyer, even where carriage free delivery has been agreed, once the goods have left the supplier's place of production. At the request of the buyer and at his expense, the goods may be insured by the supplier against loss caused by despatch, breakage, transport or fire.

VII.) Receipt and fulfilment

1. Delivered goods must be accepted by the buyer even where they show minor defects such as do not interfere with the functioning of the product.
2. Part deliveries may be made.
3. The supplier's stated willingness to deliver the goods shall suffice as fulfilment of the delivery conditions.

VIII.) Guarantee and liability

1. Immediately on receipt of any delivery, the buyer shall inspect the shipment thoroughly and fully. Defects or malfunctions noted on inspection must be reported in writing within 8 days. Where a defect which was not visible immediately becomes apparent later, the buyer must notify the supplier of this without delay in writing.
2. The guarantee is for 12 months from the transfer of risk and applies to guaranteed properties and the flawlessness of the goods with regard to material and processing, in accordance with the latest state of technology. The only guarantee for any illuminants delivered shall be the guarantee of the respective illuminant manufacturer. Illuminants may not be exchanged or replaced.
3. The guarantee only applies if a defect appears despite proper and correct installation, operation, care, maintenance and normal use in keeping with any existing operation instructions and where the defect is not due to natural wear and tear, the corrosion of individual parts, improper repairs or alterations. The guarantee shall not apply in the event of minor discrepancies with regard to colour, dimensions and/or other external properties.
4. Where justified and properly reported complaints have been made, the supplier undertakes to either remove the defect or to exchange the faulty part within a suitable period of time, whichever he deems fit. The supplier shall not bear the cost of installation.
5. The buyer does not have the right to cancel the contract or to reduce the agreed price unless the supplier refuses to remove the defect or replace the goods or has not responded to a justified complaint within a suitable period of at least 4 weeks. The contract may only be cancelled if the buyer cannot be expected to accept the goods at a reduced price.
6. Claims, irrespective of their legal basis, will be entertained only in the case of §11, No. 7 AGBG (gross negligence), §11, No. 8(b) AGBG (default and impracticality, caused by our gross negligence), §11, No. 9 AGBG (buyer's loss of interest in the event of partial default and partial impracticality, but only where these are caused by the gross negligence of the supplier) and for grossly negligent claims with regard to the properties of the products. Moreover claims will be entertained which relate to so-called direct and/or consequential loss, where this was foreseeable by the supplier at the time the contract was concluded

and he was aware of such at the time of giving any undertakings.

IX.) Place of delivery and jurisdiction

1. The place of delivery for all deliveries and payments including return deliveries shall be Dortmund.
2. The sole jurisdiction for all disputes arising directly or indirectly out of the contract shall be the place in which the supplier has his head office.
3. German law shall apply in relation to this contract, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

X.) Miscellaneous

1. The supplier reserves his right to use quotations, drawings and other documentation (hereinafter referred to as „documentation“) as the owner and originator thereof. This documentation may only be transmitted to third parties with the prior approval of the supplier and, if no order is placed with the supplier, must be returned on demand without delay. Sentences 1 and 2 apply equally to the buyer's documentation: this may however be made available to third parties whom the supplier has rightfully commissioned to carry out deliveries.
2. Where one of the provisions of these terms and conditions or a provision in some other agreement is or shall become invalid, this does not affect the validity of the remaining provisions or agreements.