

REFLECTA LED PRODUCTS GENERAL WARRANTY TERMS AND CONDITIONS

1. Scope of Application

These general terms of sale govern all sales of products of the Reflecta GmbH company and its subsidiaries, affiliated companies, branch offices, other companies belonging to the same group of companies, distributors and representatives (of the "Seller") to any Buyer.

These general terms of sale do not cancel any specific conditions expressly agreed upon by the parties in any written contract of sale.

The Seller reserves the right to amend these general terms of sale at any time.

2. Sales Orders

The Buyer shall send the Seller written orders for products. Orders are binding for the Seller only if acknowledged by the Seller in writing. The Seller may either accept or reject the Buyer's order.

3. Product Information

Samples of products are enclosed merely as basic information about the class, size or colour of products. All information about the size, weight or design of products is approximate and may deviate from the actual.

Catalogues, brochures and price lists serve merely as general guidance and are not a part of any contract of sale.

The Seller shall not be responsible for obtaining any particular consent for the installation of products.

The Buyer checks the accurateness and appropriateness of specifically made drawings and plans submitted by the Seller.

4. Warranty

The Seller's liability for defects is limited to the terms contained hereunder.

The warranty covers defect in material and workmanship. The Seller shall not be held responsible for any defects resulting from normal tear and wear, transport, installation, improper use, maintenance, storage or any other circumstances beyond the Seller's direct control.

The warranty is valid providing the product was used and installed in accordance with enclosed instructions and valid regulations. Any repair or alteration to the product or any tampering with the product's interior by a person not expressly authorized or approved by the Seller will render the warranty null and void.

The warranty applies to:

- (a) LED luminaires for the period of 60 months.
- (b) Wiring and lighting control equipment of LED luminaires for the period of 24 months.

All defects are notified to the Seller in writing within 14 days from the date of the delivery or, if the defect could not be determined by thorough check of the product, immediately after the defect has been established, but under no circumstances after the expiry of the warranty period, as defined in items (a) or (b) above.

Within the period of 60 months (for item (a) above) or 24 months (for item (b) above) the Seller's liability for defects is limited to repair or replacement of the defected part at its **Production headquarters** within a reasonable time and does not include any on-site works or any parts, components or systems, except the defected part.

Production headquarters:

Reflecta GmbH, Waagstraße 11. AT-9170 Ferlach, Austria, EU

If the Seller fails to repair or replace the defected product within a reasonable time, the Seller shall reimburse the Buyer for the purchase price paid by the Buyer for the defected product, fully or in part regarding the type of defect. Reimbursement relating to the purchase price for other

parts, components or systems, which might include or might have been sold to the Buyer in relation to such a defected part, shall not be paid out.

All liabilities, guarantees, terms, responsibilities and legal remedies in relation to the quality or deficiency of products, other than those expressly noted above, are excluded. In particular, any implicit guarantees and terms and conditions of general applicability and suitability for specific purpose shall be expressly rejected.

5. Risk and Ownership Right

The risk of loss and damage passes on the Buyer immediately after the delivery.

The ownership right to products and ownership of products pass to the Buyer only after the Seller receives all payments for supplied products.

The Buyer has no right to pledge any product that stays in the ownership of the Seller or make any such product available, in any way whatsoever, as security for liabilities.

6. Industrial Property Rights

The Buyer confirms that all registered and non-registered trademarks, brands, patents, models, drawings, plans and other intellectual property or any product-related know-how or knowledge and experiences provided by the Seller or its suppliers are and shall remain the exclusive property of the Seller, and shall not be used, distributed, submitted for licence, disclosed or registered by the Buyer or any third person without prior written consent of the Seller.

The Buyer shall not use or disclose any Seller's business secrecy or product-related knowledge and experiences.

7. Force Majeure

The Seller is not responsible for any non-fulfilment of terms resulting from force majeure events or other circumstances or disturbances beyond the Seller's control. This includes particularly disputes between employers and employees or employment relationship disputes, disorders, fires, floods, wars, embargoes, lack of manpower, raw materials, energy or means of transport, which affect the Seller or any other contractor, or circumstances relating to laws, regulations, decrees or legal acts of any government or authority body.

The Buyer shall not be held liable for a failed takeover of products, if such a takeover is hindered by unforeseen government restrictions on imports or similar force majeure events.

8. General Limits of Liability

The Seller's liability, if applicable, for any damage whatsoever, is always limited to the amount equal to the purchase price paid by the Buyer for the product the damage relates to. The Seller is not in any case liable for any special, incidental, indirect or consequential loss or damage, such as loss of profit, loss of contract, material loss, the inability to use, purchase of replacement equipment or any legal obligations with third parties.

The Seller is liable for physical damage and material damage (product liability) only if proven that such damage or loss is a result of the Seller's gross negligence.

The suit against the Seller shall be filed no later than one year after the event, which is the cause for the lawsuit, but in no case later than three years after the delivery of products.

9. Valid Legislation

These general terms of sale and all contracts of sale are governed by and subject to the United Nations Convention on Contracts for the International Sale of Goods (1980) and the law of the Seller's country.

10. Legal Jurisdiction

Ordinary courts of law in Graz shall have exclusive jurisdiction regarding any disputes arising from or in relation to these general terms of sale and any contract of sale