

I. General Conditions

Hereinafter, 2f-Leuchten GmbH shall be referred to as the 'seller' or 'supplier/provider', or otherwise in the first person as 'we/our'. The other party to the contact shall be referred to as the 'buyer' or 'customer', or otherwise in the third person as 'he/his'. These terms and conditions apply to all business done between the seller and the buyer. The buyer explicitly accepts all content of the current version of the 2f-Leuchten GmbH terms and conditions. Objections made by the buyer solely on the basis of deviations in formal expression, particularly with regard to his own terms and conditions, will be explicitly disregarded. Any stipulations in the terms or conditions of the buyer that deviate from, or contradict, those in our own terms and conditions are hereby explicitly rejected. All ancillary agreements and changes to these terms and conditions shall only be legally binding if we have explicitly agreed thereto in writing. These terms and conditions shall be valid wherever they do not violate statutory consumer rights.

II. Offers & Estimates

All our offers are based, without exception, on these terms and conditions, and remain non-binding until written order confirmation has been received. In order to be legally binding, verbal ancillary agreements with regard to the offer must be provided in writing. Unless otherwise agreed in writing, the offer shall be valid for a period of 2 months. Verified prices are only binding if the agreed amount of the product is ordered and received. Prices stated do not include VAT. The prices in the offer are based on the projected costs at the time of offer compilation. Should such costs rise between offer receipt and the signing of the offer, the seller shall be entitled to adapt prices accordingly. All details, drawings, weights and dimensions quotes in offers and order confirmation have been compiled with great care. However, we reserve the right to correct any errors – even subsequent to contract signing, and similarly to make any technical changes deemed to improve progress. We accept no liability for factual errors, print errors and price changes.

Our cost estimates remain non-binding, unless the contrary has been explicitly agreed in writing. The customer will be charged for the expenses incurred compiling the cost estimate.

III. Orders / Provision / Seller's Right of Rescission

Once the customer has received our order confirmation or delivery note, the order becomes binding. Orders placed by telephone are done so at the sole risk of the buyer. Complaints in regard of order confirmation must be submitted in writing within one week of receipt. Otherwise, the verified order and content shall be adjudged to be valid and legally binding. In order to be valid, changes and additions to the order, and ancillary agreements, must be submitted in writing. The buyer shall bear all costs for losses caused by his cancellation of an order or individual parts thereof. No offers or project documentation may be copied or forwarded to third parties without the express permission of the seller. Irrespective of all other rights, the seller shall be entitled to withdraw from the contract, if – due to reasons for which the buyer can be held responsible – a) commencement or continued implementation of product delivery/service provision is made impossible, or continues to be delayed despite an appropriate deadline having been set, b) there are reasons for questioning the buyer's ability to pay, and he has – despite requests submitted to this effect by the seller – provided neither a prior down payment nor suitable collateral, or c) if – due to unforeseen circumstances, or circumstances beyond the influence of either of the contractual parties, for example any case of force majeure – the extension of the delivery deadline required exceeds, in total, more than half of the originally agreed delivery deadline, and by a minimum of at least 6 months. Rescission can also be granted if, for the above reasons, a part of the product delivery/service provision is still due. In case of rescission, any services already provided/products delivered – partially or completely – may be invoiced, and must be paid for, according to the contract, without prejudice to the seller's claims for damages, including pre-trial costs. This condition shall also apply if the product/service has not yet been received by the buyer, and also to preparations made by the seller. In such cases the seller shall also be entitled to demand the return of items that have already been delivered.

IV. Delivery

As a rule, when not otherwise agreed in writing between the seller and the buyer, delivery is completed ex works. Hence, the place of fulfilment is 2f-Leuchten GmbH, Spinnereistrasse 5, 6020 Emmenbrücke, Switzerland. All delivery deadlines we state, and all delivery times agreed, are non-binding. The period of delivery begins at the latest of the following points in time: a) date of order confirmation, b) date upon which all technical, commercial and other obligations have been fulfilled by the customer, c) the date upon which seller is paid the required instalment or provided with the appropriate collateral as security before the product is delivered. Delivery periods can only be adhered to if our own suppliers deliver the correct materials within the set delivery deadlines. We reserve the right to make partial deliveries and issue partial invoices, unless this is not possible due to the nature of the order, or is untenable for the customer. If the date of delivery has to be changed, or it becomes necessary to deliver a subdivision of the consignment, we will inform the customer of this circumstance as soon as it becomes known to us. Adherence to delivery deadlines requires the buyer to meet all his own contractual obligations. The customer is responsible for gaining any permits from the authorities, and the permits required by/for third parties for system implementation/construction and/or modifications of buildings. If permits are not organised on time, the deadline is extended accordingly. If delivery on demand has been agreed, the entire product shall be considered to have been delivered after one year at the latest. Industrial disputes, unforeseen events, statutory measures, traffic disruption, loss of a key supplier (one difficult to replace), delay in payment of customs duties, lack of

power or raw materials, force majeure, and other causes beyond our control, shall exempt us from the duty to deliver for the period in which consequences are felt – and in the case of impossibility of delivery, exempt us completely – and automatically extend the delivery deadline accordingly. The above-mentioned circumstances also lead to extension of / exemption from delivery deadlines when they impact our upstream suppliers. In the case of delivery delays, the buyer is obliged to grant us an appropriate deadline extension. Unless no other special agreement has been made, the buyer shall be entitled to withdraw from the contract in question if there is a delivery delay that can be traced back to the gross negligence of the seller, and the appropriate deadline extension of at least 6 weeks has expired. The letter of rescission must be submitted via registered post. The buyer waives all claims, particularly to compensation for damages, caused by late delivery by the seller, particularly penalty claims. All deliveries are made at the risk of the buyer (damage, destruction, loss etc.). Packaging is done appropriately and according to standard industry norms. This can only be rescinded if an alternative has been explicitly agreed.

V. Invoices & Pricing

The ultimate price is based on currently valid and agreed prices and conditions on the day of delivery. The calculations within the offer are only binding if an order is placed for the entire goods and/or amount in the offer. Our prices are quoted ex works, without assembly or installation, including packaging, and not including VAT.

VI. Terms for Payment / Overdue Payments

If not otherwise agreed, payment of the invoice shall be due, in full, 14 days after the date upon which it was issued or from the date of delivery. Payment only counts as having been completed when the sum is available to us on our account. If a payment deadline is exceeded, the statutory rate of interest shall be charged, without the need for formal notice of default. As a rule, incoming payments are first checked to ensure they cover costs accrued (reminders, debt collection etc.), then for expired interest, and finally for outstanding capital based on the earliest due date, respectively. Should the buyer encounter difficulties paying outstanding sums, particularly in cases of expiry of payment deadlines, all of the seller's demands for payment become due for immediate payment, including all deferred payments. On top of statutory interest demands, the seller is also entitled to demand compensation for other damages suffered due to the fault of the debtor, particularly the costs of appropriate out-of-court measures to issue reminders and collect debts, wherever these have been conducted in a scope appropriate to the outstanding sums in question. We only accept bills of exchange subject to the possibility of a discount. Cheques and bills shall only be considered received, and payments secured, once credited to our account. If the buyer exceeds the deadline for an instalment, the entire amount becomes immediately due for payment, as with bill protests and all ongoing bill exchanges, regardless of the original date of expiry, and the buyer shall be liable for all expenses incurred for payment, discounts and exchange fees. Until complete payment of all invoiced sums has been paid, including interest for late payment and all other expenses and costs, we shall be under no obligation to conduct any further deliveries within the framework of a current contract. We reserve the option of completing such deliveries on provision of payment in advance. The buyer is not entitled to dispute the seller's claims by lodging counter-claims – regardless of their nature. The buyer is explicitly prohibited from withholding payment. Special conditions or benefits agreed shall only be valid if payment is made within the deadline.

VII. Insurance Coverage

The seller signs a commercial credit insurance policy for all customers. If the insurance company does not cover the entire outstanding sum, the buyer is obliged to guarantee payment by other appropriate means (bank guarantee, advance payment, cash on delivery).

VIII. Non-Receipt of Delivered Goods / Returned Goods

If receipt of ordered goods is refused, or cannot be completed for whatever reason, or a correct delivery cannot be completed due to the provision of incorrect address details, all costs accrued shall be billed to the customer. We reserve the right to charge the buyer an appropriate and commonly accepted fee for the storage of these goods, or – at the expense of the buyer – to store the goods in a commercial storage facility. The sales price is determined by the above pricing stipulations. Any return of goods must be approved in advance in writing by the seller. The buyer shall be obliged to pay a 30% handling fee based on the value of the goods being returned. Bespoke solutions, special constructions and non-serial-production parts and items cannot be returned under any circumstances.

IX. Retention of Title/Construction craftsman lien

All goods delivered shall remain the property of the seller until payment has been made in full. Effect from the date of contract, the buyer hereby authorises the seller, to cause the registration into the public retention of title register at the residence of buyer, pursuant to Art. 715 Suisse Civil Code, ZGB.

Property is only transferred into the ownership of the buyer when he has met all obligations to execute payments resulting from the business relationship between the buyer and the seller. The products in question cannot be resold or traded to third parties before full payment has been made, unless – in good time and prior to any such transaction – the buyer informs the seller, providing the name of the individual/

company, the precise private/business address of the second buyer – and the seller has approved this transaction. This also applies correspondingly to pledging goods and the transfer of ownership as collateral. If approved, the buyer transfers his rights to payment for the resale of the product to the seller to ensure we receive the full amount of the sales price. The original buyer is also obliged to note this in his bookkeeping and invoices. The original buyer must inform the new buyer that these rights and obligations are being transferred. If the product is confiscated, or otherwise indisposed, the original buyer is obliged to notify affected third parties of the seller's right of ownership – and to inform him hereof with immediate effect. If the product subject to title retention is processed or adapted, or integrated or combined with other products by the original buyer, and these other products were not provided by the seller – this will, nevertheless, result in joint ownership of the new product proportionate to the value of the respective products at the moment of processing, adaptation, integration or combination. This shall also apply even if the other proportion of the product not provided by the seller is clearly greater, so that the products delivered by the seller seem to be a secondarily part or unimportant. The seller shall not be held liable for any costs caused by such processing/adaptation, integration or combination.

With the order, the buyer grants the seller the right to register the construction craftsman lien for claims arising from deliveries of material and/or work in accordance with Art. 837 ff. ZGB, at the expense of the buyer. The buyer acknowledges the prices contained in the order confirmation as a pledge sum.

X. Complaints & Warranty

The products delivered assure the functions and attributes expected of them in normal use. Once delivered, any faults must be reported to the seller within five work days. If any faults are reported beyond this deadline, all rights to claims will be lost, particularly to demand warranty services, compensation, or rectification of errors. The buyer shall be obliged to inspect the goods delivered. The faulty or damaged product must be delivered for inspection at no charge, effort or risk to the seller. The buyer shall be liable for safe and correct transportation and delivery. The seller shall not be held responsible for slight negligence. This does not apply to injuries. The onus is on the individual(s) suffering damages or injury to prove this was the fault of the seller. Compensation shall not be granted for faults leading to consequential damages (loss of turnover/profits), loss of production time, assembly, installation and dismantling, lifting equipment, scaffolding etc.), or for other damage to property, finances or for damages suffered by third parties. Furthermore, the seller shall not be held liable for services provided by – or provided for – third parties. If delivery of the product to the seller is unfeasible, the seller must be given opportunity to inspect/evaluate the fault or damage on site. Even if the right to claim damages has been lost for all criticised goods, no changes may be made without the written consent of the seller. Minimal deviations between products and plans are within tolerances accepted within relevant industry and trade sectors. These are deviations and not faults. The buyer must be indemnified from any claims for financial or material compensation in this regard. In all cases requiring warranty fulfilment, the seller shall be entitled to choose whether to repair, improve or replace the disputed goods. The buyer has no right to demand changes in his contractual obligations to pay, or to claim price reductions. Lightbulbs and lighting elements, electronic wear parts and used goods are excluded from all warranty coverage. So far as goods are not for customers personal or family use, warranty period is limited to one year. If warranty work is carried out in the buyer's facility, the buyer shall be responsible to provide all necessary support staff, lifting equipment, scaffolding and incidental materials (etc.) free of charge. Replaced parts are transferred to the ownership of the buyer. The above conditions in clause X – Complaints & Warranty – shall also apply analogously to liability for faults and damages arising from other legal reasons. A general guarantee can only be claimed directly from the guarantor, and is provided according to his guarantee conditions.

XI. Buyer's Right of Rescission

Any withdrawal from the contract shall be solely possible for the buyer, with the prior written approval of the supplier (seller).

XII. Verbal Agreements or Additions

In order to be legally binding, all verbal agreements must be confirmed in writing by the seller. Additions to the agreement must be submitted in writing – and be confirmed in writing by the seller.

XIII. Postal Delivery of Documents

Documents and correspondence (such as invoices, contract rejection etc.) sent to the buyer at his last known address, or last known e-mail address, shall be deemed to have been received, unless the buyer has informed us of this change of address in writing.

XIV. Industrial & Intellectual Property Rights, & Copyrights

If the seller manufactures goods based on construction details, drawings, models or other specifications provided by the buyer, the buyer must indemnify the seller against any forms of violation of property, patent and copy rights. Implementation documents, such as plans, sketches and other technical documents, samples, catalogues, brochures, images – and all such representations of the product/service – shall remain the physical and intellectual property of the seller, and are subject to statutory regulations concerning the making of copies, imitation and competition.

XV. Debt Collection

Our representatives are not authorised to collect debts. Payments made to 2f-Leuchten GmbH can only discharge the customer's debt if made to our officially designated bank account. Cash payments can only be made on shop facilities, and only in exchange for an official receipt.

XVI. Severability Clause

Even if one or more stipulations of these T&Cs become partly or completely null and void, due to circumstantial or statutory changes, this shall have no effect on the validity of any of the remaining stipulations. Invalid stipulations must be replaced by valid ones that most closely reflect the intended commercial impact of the original one.

XVII. Data Protection

As regards all personal data processed within the framework of the order, the contracted provider (seller) is responsible for observing all data protection stipulations within the General Data Protection Regulation (GDPR). Hence, the seller shall be entitled to process those personal details entrusted to him within the context of the order. As a rule, once all products have been delivered / services provided, all materials, information storage mediums, documents etc. provided for the use of the seller and left in his care are returned to the providing party concerned (buyer). Or, if agreed separately, they are stored or destroyed for a fee. The responsible seller shall be entitled to make copies of documents and materials wherever appropriate in order to compile requisite, correct and complete documentation of the product/service provided. The buyer will be requested to collect his materials, information storage mediums, documents etc. Should he fail to do so by the stated deadline, the seller shall be freed from all liability for the above. The buyer explicitly consents to the forwarding of his personal details to third parties, and to their using this information for the purpose of safeguarding legal interests and the management of customer-provider relations. He also explicitly consents to the appropriate storage of his personal (sensitive) data, particularly for the purpose of process management, for guarantee, warranty, expiry and statutory storage periods, and moreover until the cessation of any legal disputes for which the data may be required as evidence, and without exception until the ending of the contractual relationship. Data required for invoicing and bookkeeping purposes are subject to the statutory obligation to be stored for a stipulated period and will not be affected by any demands for deletion. Requests for information, revocation or restriction of permission to use data can be submitted in writing at any time to 2f-Leuchten GmbH, Spinnereistrasse 5, 6020 Emmenbrücke, Switzerland, or office@2f-leuchten.com. The person in question will only be sent information for the purpose of direct advertising via e-mail (newsletters etc.) if he/she has provided explicit permission to do so, as is provided by accepting these terms and conditions. Revocation or restriction of permission may also be submitted in writing at any time to 2f-Leuchten GmbH, Spinnereistrasse 5, 6020 Emmenbrücke, Switzerland or office@2f-leuchten.com. If any processed data is incorrect, the person concerned is obliged to inform the seller without delay. The current data protection regulations can be viewed on our website <https://www.2f-leuchten.com/de/datenschutzerklaerung/> and are deemed to have been acknowledged and accepted.

XVIII. Place of Fulfilment, Court of Jurisdiction, & Applicable Law

The agreed place of fulfilment shall be 6020 Emmenbrücke (municipality Emmen) only. Any disagreements or legal disputes resulting from the contract shall be subject to the jurisdiction of the appropriately competent court in the domicile of the sellers company in Emmen, Switzerland. Compulsory courts of jurisdiction remain reserved. The contract is solely subject to Swiss Law, under exclusion of conflict of law provisions. Application of the UNCITRAL United Nations Convention, particularly the UN Convention on Contracts for the International Sale of Goods, CISG-Vienna purchasing law, is not permissible.