

Supplementary Sales Conditions

I. Applicability, Relative Authority of Contractual Conditions

1. The sale of goods/services by Siteco (hereunder referred to as the "supplier"), will, first of all, occur in accordance with the given particular written agreements with the purchaser and then, supplementary to these, the general conditions of supply of electrical products and services (Green Supply Conditions) including their supplementary section of point III on reserving ownership, that is, the supplementary clause concerning extended reservation of ownership, will apply; as a further supplement, the present supplementary sales conditions (hereunder referred to as the "Siteco terms and conditions"), in the valid version at the time of entry into the given contract, will apply. The Siteco terms and conditions can, from among other places, be viewed and downloaded, over the internet, from www.siteco.de. You can also request them, by telephone or in writing, from Siteco Beleuchtungstechnik GmbH, Georg-Simon-Ohm-Str. 50, 83301 Traunreut, Tel. +49(0)8669/33-0.
2. The inclusion of the purchaser's general terms and conditions is hereby discounted. Contrary terms and conditions, or such as depart from the Siteco terms and conditions, will only form a part of the contract where they have, in the given separate case, been expressly accepted in writing. Any general terms and conditions of the purchaser will also not be held to have been acknowledged if we do not again expressly discount them following receipt of them (eg. on the purchaser's standard forms).

II. Due Date Conditions of Payment, Offset

1. In the absence of diverging agreements, payments must be made, without deduction, free of charge to the supplier's point of payment. For all payments, the fulfilment date is the day on which the supplier has the payment available to it. Where delivery is delayed for reasons for which the purchaser is responsible, the delivery date will be the date on which readiness to dispatch is announced and, at the latest, the date on which the purchaser communicates that it cannot accept the goods.
2. Insofar as nothing to the contrary is agreed, the following due dates for payment apply:
 - In the case of transactions with an order value of up to € 10,000: net cash upon delivery and receipt of the invoice.
 - In the case of transactions with an order value exceeding € 10,000 and a delivery period of up to 3 months: 1/3 of the order value upon signing of the contract, the balance upon delivery.
 - In the case of transactions with an order value exceeding € 10,000 and a delivery period of more than 3 months:
 - 30% of the order value upon signing of the contract,
 - 30% of the order value on expiry of the first third of the agreed delivery period,
 - 30% of the order value upon expiry of the second third of the agreed delivery period, the balance upon delivery.
3. Bills of exchange shall not be accepted in settlement of payments due other than with the supplier's prior approval. Bill charges and interest paid on bills shall be refunded to the supplier separately. Cheques or drafts cannot be accepted in place of payment.
4. The client only has the right to offset claims against payments or to retain payments insofar as its claim is established as being legally valid or is undisputed. The supplier is entitled to offset, against the client's claims, throughout the Group.

III. Default

1. Where the purchaser is in default with the payment, arrears charges will, reserving the right to further claims, be calculated in accordance with §§247, 288 of the German Civil Code. In the event of delays in payment, the supplier moreover reserves the right, following relevant written communication, to discontinue the fulfilment of its obligations until the payment due has been received.
2. Where payment stops or there is an application for the opening of insolvency proceedings, the supplier's total amount receivable is immediately due for payment.
3. Where the purchaser is in default of acceptance of products or services, the supplier is entitled to demand compensation for damages, including additional costs (eg. storage costs), arising because of this. The supplier can charge a flat rate of compensation for this. It is 0.5% for every full week of delay in acceptance, but not more than 5%, in total, of the price for the given part of the supply for which the purchaser is delayed in giving its acceptance, the said delay beginning with the due date for delivery or, in the absence of a stated delivery period, with the supplier's notification that it is ready to dispatch the given goods.

The supplier's right to demonstrate further damages and legal claims (particularly the compensation of additional costs, appropriate compensation, withdrawal from a contract, notice of termination of a contract) remain unaffected; the flat rate compensation will however be charged on further money claims. The purchaser is authorized to demonstrate that the supplier has incurred either no damages at all or substantially lower ones than the flat rate of compensation. Section IV, sub-section 6 of the green supplier's conditions remains unaffected by this.

Siteco

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IV. Other

1. With reference to the EC Directive "Waste Electrical and Electronic Equipment (WEEE)", and the corresponding national regulations, the supplier shall resort to the possibility of a bilateral agreement as follows:

Unless expressly agreed otherwise, the purchaser shall be responsible for proper waste management and shall recycle/dispose of the products supplied in accordance with the WEEE regulations in force at the time. If the goods are resold, the purchaser shall impose this same obligation upon the party or parties to whom the goods are sold. The supplier shall be prepared, subject to mutual agreement, to attend to recycling/disposal at the terms and conditions prevailing in the market at the time the goods are taken back.
2. **Goods Returned:**
Credits for goods returned shall be conditional on the supplier's prior written consent. Undamaged goods in their original packing shall, subject to the supplier's prior consent, be credited to the purchaser in an amount of 70% of the price invoiced, less the costs for packaging, transport and any necessary reprocessing. No custom-made goods nor goods modified for specific projects shall be taken back. The same shall apply to any items designated as sold-off.
3. In the case of orders valued at less than € 500, the supplier shall reserve the right to apply a service charge of € 50.
4. Appropriate use of goods and adherence to the instructions on assembly or use are prerequisites for claims made under guarantee. Unauthorized, arbitrary changes to our products will mean that product liability, and guarantee and warranty obligations no longer apply.
5. Concerning LED components: LED components are, as a result of innovations, currently subject to a fast rate of change. The supplier therefore reserves the right to change components of lights, fitted with LEDs, as part of additional or replacement deliveries. The brightness and useful life of LEDs depend on temperature and power supply. Claims concerning faults will be limited to those existing at the time of the handing over of the given product with its given fault or faults. Faults or defects arising as a result of normal wear and tear are not covered by guarantee. Insofar as Siteco has not assured any other characteristics or qualities, in the case of LEDs that are inseparably and fixedly connected to each other in a lighting block, the failure of individual light diodes during the guarantee period does not give rise to a guarantee claim, insofar as the average luminous flux does not fall below a value of 70% of the initial light given with appropriate use and standardized measurement. Our contact for services in connection with our LED products, in the sales regions, or on our site at www.siteco.de, will be happy to answer any questions you may have.
6. These supplementary Siteco Beleuchtungstechnik GmbH terms and conditions, and the additional, supplementary terms and conditions stated in them, continue to be binding even in the case of the legal invalidity of individual points. Only in the case where adherence to the contract would be an undue hardship for one of the parties, does this not apply. Insofar as nothing to the contrary is expressly agreed in writing between the contracting parties, German law, to the exclusion of UN sale of goods law, alone applies to the present contractual relationship. The place of fulfilment of the contract and the place of jurisdiction is Traunstein, Bavaria, Germany, alone.