

General Terms and Conditions of Sale of the Siteco Group (as of January 2026)

Article I: Definitions

1. The following definitions apply within the scope of these General Terms and Conditions of Sale:

- **"ADDITIONAL SERVICES"** means services provided by SITECO that are not SERVICES.
- **"CLIENT"** means the customer placing the order with SITECO.
- **"CONSTRUCTION SITE"** means the areas on the CLIENT's property where the WORK on the LIGHTING SYSTEMS is to be performed.
- **"CUSTOMIZED PRODUCTS"** refers to contractually agreed products that are manufactured by SITECO in accordance with the specifications of the CUSTOMER or modified for a specific project.
- **"INTELLECTUAL-PROPERTY-RIGHTS"** means industrial property rights and copyrights of third parties.
- **"LIGHTING SYSTEMS"** means technical systems for lighting defined areas indoors or outdoors. Unless expressly agreed in writing, LIGHTING SYSTEMS are only used for basic lighting, i.e. LIGHTING SYSTEMS do not meet the normative requirements of a specific lighting situation (e.g. workplace lighting, safety and emergency lighting).
- **"OLD LUMINAIRES"** means luminaires placed on the market after 13 August 2005, marked with a crossed-out wheelie bin and a black bar below the wheelie bin.
- **"OTHER SERVICES"** means the contractually agreed services provided by SITECO which are not based on physical products (e.g. lighting design, lighting control, digital applications, etc.) and are not WORKS SERVICES.
- **"PACKAGING"** refers to transport packaging (§4 VerpackV), outer packaging (§5 VerpackV) and sales packaging that accumulates at commercial end users (§7 VerpackV).
- **"RESERVED GOODS"** means SERVICES to which a retention of title applies, i.e. where ownership is only transferred to the CLIENT upon fulfilment of all claims to which SITECO is entitled against the CLIENT arising from the business relationship.
- **"SERIAL-PRODUCTS"** means the contractually agreed products of SITECO or a third party in accordance with the respective published product catalogues.
- **"SERVICES"** means the delivery of SERIAL-PRODUCTS and/or CUSTOMIZED PRODUCTS and SPARE PARTS, as well as the provision of OTHER SERVICES and WORKS SERVICES.
- **"SITECO"** refers to the majority-owned group company of the Siteco Group (subsidiary or sister company) whose parent company is Siteco GmbH, based at Georg-Simon-Ohm-Straße 50, 83301 Traunreut, Germany, and which concludes the respective contract with the CLIENT. SITECO is defined as the company named and listed with its address as the contractual partner in the offer, order confirmation or other contractual document.
- **"SPARE PARTS"** refers to the components of a SERIAL-PRODUCT or a CUSTOMIZED PRODUCT that can be replaced separately. The components may also be successor components with technically equivalent or higher functionality.
- **"SPECIFICATION"** refers to the technical specification and/or approval (including certification, declaration of conformity, etc.) of SERVICES.
- **"WORK"** means SERVICES and ADDITIONAL SERVICES together.
- **"WORKS SERVICES"** means the contractually agreed services provided by SITECO which are not based on physical products that are necessary for the creation of functional LIGHTING SYSTEMS and are not OTHER SERVICES (e.g. installation, assembly, commissioning and maintenance, etc.).

2. Deviating definitions shall only apply if expressly confirmed in writing by SITECO.

Article II: General provisions

1. Unless otherwise agreed in writing, these General Terms and Conditions of Sale shall apply exclusively to the delivery relationships between SITECO and the CLIENT in connection with SERVICES. SITECO is entitled to have SERVICES performed by third parties. The CLIENT's general terms and conditions shall only apply to the extent that SITECO has expressly agreed to them in writing. The scope of the SERVICES shall be determined by the mutually agreed written declarations.

2. The documentation required for SERVICES shall be provided to the CLIENT in electronic form (i.e. PDF format).

3. The 2020 version of Incoterms shall apply.

4. "Claims for damages" also include claims for reimbursement of futile expenses.

5. SITECO's privacy policy can be viewed at www.siteco.de.

Article III: SERIAL-PRODUCTS; CUSTOMIZED PRODUCTS; OTHER SERVICES; SPARE PARTS;

1. SERIAL-PRODUCTS

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- a) The SPECIFICATION of the SERIAL-PRODUCTS is defined in the respective product data sheets.
- b) The CLIENT is responsible for ensuring that the SERIAL-PRODUCTS ordered are suitable for the intended purpose. Furthermore, the CLIENT must ensure that, upon delivery or use in a country for which the required SPECIFICATION is not available, the SERIAL-PRODUCTS are certified, approved or provided with the necessary declarations of conformity in accordance with the country-specific laws and regulations prior to use or placing on the market.

2. CUSTOMIZED PRODUCTS

- a) SITECO may specify minimum purchase quantities or order values for CUSTOMIZED PRODUCTS.
- b) The SPECIFICATION of CUSTOMIZED PRODUCTS shall be agreed in writing between SITECO and the CLIENT.
- c) Non-binding delivery dates for CUSTOMIZED PRODUCTS can only be communicated by SITECO after all technical questions regarding the binding order have been clarified. Delivery dates stated in the offer or before receipt of the binding order from SITECO are for the general information of the CLIENT regarding the delivery situation at the time of the offer and are not legally binding. Binding delivery dates must be expressly confirmed by SITECO in writing as fixed dates.
- d) Offers for CUSTOMIZED PRODUCTS are only valid for the specified period. Acceptance of the offer after expiry of the period of validity constitutes a new offer by the CLIENT, which shall only be deemed accepted with the written confirmation of SITECO.
- e) Prices and other general conditions (e.g. delivery dates, etc.) for CUSTOMIZED PRODUCTS are only valid if the entire quantity is ordered in full and the SPECIFICATION for the respective offer remains unchanged. If the CLIENT orders less than the quantity offered, SITECO shall be entitled to adjust the price for the CUSTOMIZED PRODUCTS within reasonable limits without the consent of the CLIENT. In the event of a deviation after a binding order has been placed, SITECO shall invoice the CLIENT for the additional costs incurred as a result of the deviation plus the lost profit.
- f) Due to the high degree of customization of CUSTOMIZED PRODUCTS, the prices and general terms and conditions for each order are determined individually, i.e. even repeat orders for CUSTOMIZED PRODUCTS with the same SPECIFICATION may be subject to significantly different prices and general terms and conditions.

3. OTHER SERVICES

- a) The SPECIFICATION of the OTHER SERVICES shall be agreed in writing between SITECO and the CLIENT.
- b) No formal acceptance is required for OTHER SERVICES, and the OTHER SERVICES shall be deemed accepted unless SITECO is notified in writing of any significant defects within two (2) weeks of delivery to the CLIENT. Acceptance cannot be refused on the grounds of minor defects.
- c) The prices for OTHER SERVICES are unit prices. SITECO shall invoice the OTHER SERVICES after they have been provided on the basis of the agreed unit prices. If the OTHER SERVICES exceed the cost estimate in the offer by more than ten percent (10%), SITECO shall inform the CLIENT thereof.

4. SPARE PARTS

- a) The CLIENT is responsible for ensuring that ordered SPARE PARTS are suitable for the intended purpose. Furthermore, the CLIENT must ensure that, upon delivery or use in a country for which the required SPECIFICATION is not available, the SPARE PARTS are certified, approved or provided with the necessary declarations of conformity in accordance with the country-specific laws and regulations prior to use or placing on the market.
- b) Prices and other general conditions (e.g. delivery dates, etc.) for SPARE PARTS that are not ordered in accordance with the product catalogue shall be clarified on a case-by-case basis.

Article IV: Special Conditions for WORKS SERVICES

1. Services provided by SITECO

In the event of ADDITIONAL SERVICES or if the CLIENT requires additional SERVICES or wishes to change SERVICES, SITECO shall inform the CLIENT in writing of the associated conditions (e.g. schedule adjustments, costs, planning, etc.). Additional or modified SERVICES shall only be performed by SITECO if the associated conditions have been accepted by the CLIENT prior to performance.

Waiting and downtimes within the scope of the WORK for which SITECO is not responsible shall be considered ADDITIONAL SERVICES.

SITECO is entitled to have WORK performed by third parties.

2. Obligations of the CLIENT to cooperate

Within the scope of its obligations to cooperate listed below, the CLIENT is responsible for ensuring that

- 2.1 the existing installations on site comply with the specifications and standards (e.g. VDE, DIN, ISO, IEC standards) so that they do not pose a risk to life, limb or health;
- 2.2 the functional safety of the installations surrounding the CONSTRUCTION SITE (e.g. house electrical system, power supply, etc.) which the LIGHTING SYSTEMS require to fulfil their required function is ensured at the time the WORK is performed.
- 2.3 all prerequisites for the performance of the WORK (e.g. uninterrupted power supply, accessibility, proper condition of the working environment and building fabric, etc.) are fulfilled in good time at the scheduled time and during the performance of the WORK. Any additional time and material costs resulting from this shall be considered ADDITIONAL SERVICES;

- 2.4 all on-site infrastructure, sufficient transport routes and technically qualified personnel familiar with the technical conditions of the CONSTRUCTION SITE (with authorization to carry out necessary electrical disconnections, e.g. on medium-voltage systems, etc.) who can also provide information during the performance of the WORK are available;
- 2.5 SITECO has access to the CONSTRUCTION SITE or IT infrastructure (e.g. networks, etc.) of the CLIENT at all times within the agreed scope for the purpose of performing the WORK;
- 2.6 the interface between general lighting and existing emergency and safety lighting on site shall be established without delay, unless included in the offer or otherwise agreed in writing;

3. Acceptance of LIGHTING SYSTEMS

Each LIGHTING SYSTEM shall be accepted separately. As soon as the SERVICES for a LIGHTING SYSTEM have been completed, SITECO shall notify the CLIENT and request acceptance of the SERVICES rendered. The details of the SERVICES provided (e.g. work performed, products used, etc.) shall be listed in the acceptance report.

If acceptance does not take place within 12 working days of SITECO's request for acceptance due to a lack of cooperation on the part of the CLIENT, acceptance shall be deemed to have been granted.

4. Performance of the WORK

- 4.1 Occupational safety
 - 4.1.1 SITECO may require the CLIENT to take appropriate precautions prior to the performance of WORK in order to ensure compliance with the work safety regulations on the CONSTRUCTION SITE. These precautions are not limited to the LIGHTING SYSTEMS themselves, but may also affect surrounding installations or installations connected to the LIGHTING SYSTEMS, or neighbouring areas, if SITECO deems this necessary.
 - 4.1.2 With regard to the WORK, SITECO is responsible for compliance with the occupational safety regulations and is entitled to take appropriate measures to ensure this.
- 4.2 Right to refuse work
 - 4.2.1 SITECO is entitled to refuse to provide the WORKS SERVICES in the following cases:
 - Non-compliance with the agreed obligations of cooperation on the part of the CLIENT;
 - Technical modification of the LIGHTING SYSTEMS by the CLIENT or a third party without adjusting the contractual agreement. If a LIGHTING SYSTEM has been modified without the consent of SITECO, SITECO shall be entitled to permanently refuse to provide the SERVICES for the LIGHTING SYSTEM concerned until the agreed condition has been restored;
 - Failure by the CLIENT to comply with the agreed schedule (i.e. standby and waiting times)
 - 4.2.2 SITECO shall inform the CLIENT immediately of the reasons for the suspension of the WORK.
 - 4.2.3 If, in SITECO's opinion, it is apparent that the reasons for the suspension of the WORK cannot be remedied in the short term, SITECO shall be entitled to withdraw its personnel from the CONSTRUCTION SITE and assign them to other activities. SITECO shall notify the CLIENT accordingly of the withdrawal of personnel. As soon as the reasons for the suspension of the WORK have been remedied, SITECO shall notify the CLIENT immediately of when the personnel will be available again and how the schedule will be adjusted.
 - 4.2.4 The provision of SITECO personnel who are not withdrawn from the CONSTRUCTION SITE during the suspension of the WORK shall be considered an ADDITIONAL SERVICE.
- 4.3 The CLIENT shall have no right to issue instructions to the personnel performing the WORK, as this does not constitute the provision of temporary workers. Instructions or similar shall be addressed to the contact persons designated by SITECO.

5. Basic assumptions

- 5.1 The following basic assumptions represent the framework conditions under which the SERVICES are provided by SITECO.
- 5.2 Planning
 - 5.2.1 Planning also includes the necessary lighting calculations using standard software (e.g. Relux, Dialux, etc.) or internal software (Sisport) and is based on calculations using calibrated and photometrically tested luminaires and their arrangement in the lighting design software, i.e. deviations may occur under real conditions.
 - 5.2.2 If the planning is based on documents provided by the CLIENT (e.g. construction plans, etc.) or other information (e.g. environmental conditions such as reflectance, structural conditions, degree of pollution, air quality, etc.), SITECO shall only check the documents or information provided for plausibility in view of the conditions known to SITECO. The planning is based on the assumption of standard values in accordance with the relevant applicable laws and standards, unless deviations from the planning principles have been agreed.
- 5.3 Products
 - 5.3.1 Products that use LED technology do not normally suffer spontaneous failure due to the nature of the technology, but are subject to continuous degradation, which means that such products become less effective

over time. For LEDs that are permanently connected to a light source block (without a socket or plug connection), the failure of individual LEDs does not constitute a defect, provided that the average luminous flux does not fall below seventy percent (70%) of the initial value of the luminaire in question when operated properly and measured in accordance with standards.

- 5.3.2 SITECO is entitled, subject to proof of equivalence, to use products with the same or higher technical properties. This applies to both installation and repair.
- 5.4 Installation and commissioning
- 5.4.1 SITECO is entitled to take appropriate measures on sub-distribution boards (e.g. fitting a lock, etc.) to ensure occupational safety for the performance of the WORK (e.g. absence of voltage, etc.).
- 5.4.2 Unless agreed in writing, the CLIENT shall be responsible for disposing of the dismantled parts.
- 5.5 Documentation
The documentation shall be provided in a manner that is functional from the user's point of view, in a single copy in accordance with SITECO's standard format, i.e. in paper form or PDF format.
- 5.6 Regular working hours
Unless otherwise agreed, the standard working time per day for WORK is eight (8) hours; any working time required in addition to this shall be considered ADDITIONAL SERVICES. The WORK on the CONSTRUCTION SITE shall be carried out on working days between 7:30 a.m. and 4:30 p.m.

6. Excluded services

Unless expressly agreed in writing, the following services are excluded from the SERVICES:

- Emergency and safety lighting systems
- Lighting systems with explosion protection
- Improvements (i.e. adaptation of the LIGHTING SYSTEMS to the state of the art based on new or amended regulations, changed operating conditions, etc. after signing the contract)
- Construction work (i.e. all work for the manufacture, maintenance, renovation, repair, modification and removal of structures of all kinds, including the necessary preparatory and final work, as well as earthworks and foundation work)
- E-CHECK
- Inspection expert approval of emergency and safety lighting
- Ventilation system of the battery room for emergency and safety lighting
- Interface between general lighting and emergency and safety lighting (e.g. mains monitor, etc.)

7. Interfaces

If no interfaces are defined, the smallest possible SERVICES from SITECO are to be assumed. Events beyond the interface are not the responsibility of SITECO.

Article V: Prices; Payment Conditions; Delay; Set-Off; Securities

1. The prices for SERVICES (for products based on the agreed Incoterms, including standard packaging) are exclusive of the applicable statutory value added tax. They apply exclusively to the respective offer and only upon complete acceptance of the SERVICES offered. If the CLIENT deviates from the quantities offered, SITECO shall be entitled to adjust the price for the SERVICES within reasonable limits without the consent of the CLIENT. In the event of a deviation after a binding order has been placed, SITECO shall invoice the CLIENT for the additional costs incurred as a result of the deviation plus the lost profit.

2. SITECO shall charge a processing surcharge of fifty euros (50 EUR) plus the applicable statutory value added tax per order with a net goods value of less than one thousand five hundred euros (<1,500 EUR) for SERIAL-PRODUCTS and CUSTOMIZED PRODUCTS and SPARE PARTS. For orders of SERIAL-PRODUCTS and CUSTOMIZED PRODUCTS for which minimum purchase quantities have been specified, SITECO may charge a minimum quantity surcharge if the minimum purchase quantity is not met.

3. Travel expenses (e.g. remuneration for travel time including surcharges, travel and accommodation costs, expenses, etc.) that are necessary for the provision of the SERVICES are not included in the price for the SERVICES, but will be invoiced separately to the CLIENT according to the actual costs incurred.

4. Payments shall be made within fourteen (14) calendar days of the invoice date or instalment payment date without any deductions, free of charges, to SITECO's bank account by bank transfer. Payment in cash, by cheque or bill of exchange is excluded. The date of performance shall be the date on which SITECO has full disposal of the amount.

5. Special payment terms apply to the invoicing of WORKS SERVICES. If WORKS SERVICES are offered together with SERIAL-PRODUCTS and/or CUSTOMIZED PRODUCTS as a complete package, the special payment terms shall apply to the total order amount.

Partial payments are due according to the following payment schedule:

- 35% down payment upon conclusion of the contract
- 40% upon complete delivery of the product

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15% upon completion of installation work

If the offer is a flat rate, the percentage refers to the net total order value before VAT.

If the offer is an individual price, the percentage refers to the calculated net total amount of the offer.

After acceptance, the final invoice for the total amount will be issued; any advance payments already made will be deducted.

6. In the event of delay of payment by the CLIENT, SITECO shall charge default interest on the basis of Sections 247 and 288 of the German Civil Code (BGB), subject to further claims, and shall also reserve the right to refuse performance until full payment has been received.

7. In the event of suspension of payments or application for the opening of insolvency proceedings by the CLIENT, the entire amount claimed shall become due immediately.

8. After consultation with SITECO, the CLIENT may only offset claims that are undisputed or have been legally established.

9. Unless expressly agreed in writing, the CLIENT shall not be entitled to retain any security.

Article VI: Delivery Dates; Delivery Conditions; Transfer of Risk; Delay; Returns

1. Non-binding delivery dates for SERVICES can only be communicated by SITECO after all technical questions relating to the binding order have been clarified. Delivery dates specified in the offer or before receipt of the binding order by SITECO are for the general information of the CLIENT regarding the delivery situation at the time of the offer and are not legally binding. Binding delivery dates must be expressly confirmed in writing by SITECO as fixed dates.

2. In the case of call-off orders for SERVICES (i.e. orders for which no specific delivery dates have yet been agreed), (partial) deliveries must be called off by the CLIENT at least five (5) weeks before the desired delivery date. SITECO shall notify the CLIENT of the expected delivery date upon receipt of the call-off. If the CLIENT does not call off the total order quantity in full by the end of the call-off period, SITECO shall be entitled to deliver the remaining quantity upon expiry of the call-off period and to invoice the CLIENT for this.

3. Deliveries of SERVICES shall be made in accordance with Incoterms FCA location. Unless otherwise agreed, the delivery term "free domicile" shall be understood to mean the Incoterms DAP place of delivery as specified in the order. SITECO shall make the SERVICES available to the CLIENT "ready for loading or unloading" regardless of the agreed Incoterms.

4. Unless Incoterms have been agreed, the risk shall pass to the CLIENT upon handover of the SERVICES.

5. Partial deliveries are permissible insofar as they are reasonable for the CLIENT. The acceptance of SERVICES cannot be refused due to minor defects. If delivery is delayed for reasons for which the CLIENT is responsible, the date of delivery shall be deemed to be the date on which readiness for dispatch is notified, at the latest the date on which the CLIENT notifies that it is not yet able to accept the SERVICES.

6. Delivery dates shall be extended appropriately if non-compliance is due to:

- a) force majeure (e.g. war, acts of terrorism, riots, strikes, lockouts, etc.),
- b) attacks on SITECO's IT infrastructure (e.g. hacker attacks, infection with viruses or other malware, etc.), provided that these occurred despite the usual care being taken with regard to protective measures,
- c) obstacles due to German, US or other applicable national, EU or international foreign trade regulations or due to other circumstances for which SITECO is not responsible,
- d) Delivery to SITECO not made on time or in the proper manner,
- e) not timely receipt of all documents, necessary approvals and releases (in particular plans) to be provided by the CLIENT, or
- f) non-compliance with the agreed terms of payment and other obligations by the CLIENT.

7. In the event of a delay in delivery, the CLIENT shall be entitled to claim liquidated damages for each completed week of delay in the amount of zero point five percent (0.5%), but not more than a total of five percent (5%), of the net value of that part of the SERVICES which could not be used for its intended purpose due to the delay, provided that the CLIENT can substantiate credibly that he has suffered damage as a result thereof. SITECO is entitled to prove that the CLIENT has not incurred any damage or has incurred significantly less damage as a result of the delay.

8. Both claims for damages by the CLIENT due to delay in the SERVICES and claims for damages in lieu of performance which exceed the limits specified in No. 6 are excluded in all cases of delayed delivery/performance, even after expiry of a delivery/performance deadline set by SITECO. This shall not apply in cases of intent, gross negligence or injury to life, limb or health. The CLIENT may only withdraw from the contract within the scope of the statutory provisions if the delay in the SERVICES is for which SITECO is responsible. The above provisions do not imply a reversal of the burden of proof to the detriment of the CLIENT.

9. If the CLIENT declares that the delivery of the SERVICES is to take place at a later date than agreed or that it will not accept them, SITECO shall be entitled to deliver the SERVICES concerned to a warehouse of its choice and to store them in the name

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and on behalf of the CLIENT. The risk shall pass to the CLIENT upon storage of the SERVICES. SITECO shall invoice the CLIENT for the associated expenses (e.g. transport, storage costs, etc.).

10. In the event of delay of acceptance, SITECO shall be entitled, provided that the SERVICES cannot be stored and SITECO can prove that it has incurred damage as a result, to claim liquidated damages for each completed week of delay in the amount of zero point five per cent (0.5%) of the net value of the part of the SERVICES with which the CLIENT is in delay of acceptance, beginning with the delivery date or, in the absence of a delivery date, with the notification of readiness for dispatch. Proof of higher damages and the statutory claims of SITECO (in particular reimbursement of additional expenses, reasonable compensation, withdrawal, termination, etc.) shall remain unaffected. However, the liquidated damages shall be offset against any further monetary claims. The CLIENT shall be entitled to prove that SITECO has incurred no damage at all or only significantly less damage than the liquidated damages. SITECO shall retain the right to store the SERVICES even if it asserts the lump-sum compensation.

11. With the prior written consent of SITECO, the CLIENT may, within ninety (90) calendar days of delivery, return SERIAL-PRODUCTS in their original packaging, free of defects and undamaged, to SITECO in accordance with Incoterms DDP location, in return for a credit note. The credit note shall be issued in the amount of seventy percent (70%) of the invoiced purchase price, less any costs for refurbishment and repackaging that may be necessary. Returns of CUSTOMIZED PRODUCTS, items marked as clearance sales, or items with a net goods value of less than one hundred euros (<100 EUR) are excluded from this provision.

Article VII: Retention of Title

1. If legally permissible in the country of delivery, SERVICES are considered RESERVED GOODS. If the value of all security interests to which SITECO is entitled exceeds the amount of all secured claims by more than twenty percent (> 20%), SITECO shall, at the request of the CLIENT, release a corresponding portion of the security interests at SITECO's discretion.

2. The CLIENT is prohibited from pledging or transferring ownership of RESERVED GOODS by way of security and may only resell them to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customers or also asserts a retention of title against its customers.

3. If the CLIENT resells RESERVED GOODS, the CLIENT shall assign to SITECO, by way of security, its future claims against its customers arising from the resale, including all ancillary rights, including any balance claims, without the need for further special declarations. If the RESERVED GOODS are resold together with other items without an individual price having been agreed for the RESERVED GOODS, the CLIENT shall assign to SITECO that part of the total price claim which corresponds to the price invoiced by SITECO for the RESERVED GOODS.

4. The CLIENT is entitled to process the RESERVED GOODS or mix or combine them with other items. Processing shall be carried out for SITECO. The CLIENT shall store the new item created in this way for SITECO with the care of a prudent businessman. The new item shall be deemed RESERVED GOODS. If RESERVED GOODS are combined or mixed with other items not belonging to SITECO, SITECO shall be entitled to co-ownership of the new item in proportion to the ratio of the value of the combined or mixed RESERVED GOODS to the value of the remaining goods at the time of combination or mixing. The new item shall be deemed RESERVED GOODS in this respect. The provision on the assignment of claims under No. 3 shall also apply to the new item. However, the assignment shall only apply up to the amount corresponding to the value of the processed, combined or mixed RESERVED GOODS invoiced by SITECO. If the CLIENT combines the RESERVED GOODS with real estate or movable property, the CLIENT shall, without the need for further special declarations, also assign to SITECO, by way of security, any claims to which it is entitled as remuneration for the combination, together with all ancillary rights, in the ratio of the value of the combined RESERVED GOODS to the other combined goods at the time of combination.

5. Until revoked, the CLIENT shall be entitled to collect assigned claims from the resale. In the event of an important reason (including but not limited to delay in payment, suspension of payments, opening of insolvency proceedings, etc.) or justified indications of over-indebtedness or impending insolvency on the part of the CLIENT, SITECO shall be entitled to revoke the CLIENT's authorization to collect. In addition, SITECO may, after giving prior notice and observing a reasonable period of notice, disclose the assignment of security, realize the assigned claims and demand that the CLIENT disclose the assignment of security to the customer.

6. In the event of seizures, confiscations or other dispositions or interventions by third parties, the CLIENT shall notify SITECO immediately. If a legitimate interest can be substantiated, the CLIENT shall immediately provide SITECO with the information necessary to assert its rights against the customer and hand over the necessary documents.

7. In the event of breaches of duty by the CLIENT, in particular in the event of delay in payment, SITECO shall be entitled, after the expiry of a reasonable period set for the CLIENT to perform, to withdraw from the contract in addition to taking back the goods; the statutory provisions on the dispensability of a setting of a deadline shall remain unaffected. The CLIENT shall be obliged to surrender the goods. The return or assertion of the retention of title or the seizure of the RESERVED GOODS by SITECO does not constitute a withdrawal from the contract, unless SITECO has expressly declared this.

Article VIII: Material Defects

1. Defective parts of the SERVICES shall be repaired, replaced or re-provided free of charge at SITECO's discretion within a reasonable period of time, provided that the material defect already existed at the time of transfer of risk. SITECO shall be entitled to make the subsequent or replacement deliveries or new performance in the form of technically equivalent or higher-quality SERVICES. The warranty period shall not recommence for repaired or newly delivered or performed SERVICES.

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2. Claims for subsequent performance, withdrawal and reduction shall become statute-barred twelve (12) months after the start of the statutory limitation period. This period shall not apply:
 - a) if longer periods are prescribed by Sections 438(1) No. 2 and 634a(1) No. 2 of the German Civil Code (BGB),
 - b) in the case of intent,
 - c) in the event of fraudulent concealment of the defect, and
 - d) in the event of non-compliance with a quality guarantee.
 - e) Claims for reimbursement of expenses by the CLIENT pursuant to Section 445a of the German Civil Code (BGB) shall also expire twelve (12) months after the start of the statutory limitation period, provided that the last contract in the supply chain is not a consumer goods purchase. The statutory provisions on suspension, interruption and restart of the limitation periods shall remain unaffected.
3. Notices of defects by the CLIENT must be made in writing without delay, i.e. in the case of obvious defects within five (5) working days of the delivery date and in the case of hidden defects within ten (10) working days of the date of discovery.
4. If the complaint is unjustified, SITECO shall be entitled to charge the CLIENT for the expenses incurred in troubleshooting and/or rectifying the defect (e.g. travel expenses, working hours, materials, etc.).
5. If the subsequent performance fails twice (2), the CLIENT may, without prejudice to any claims for damages pursuant to No. 9, withdraw from the contract or reduce the remuneration.
6. Claims for defects shall not exist in the following cases:
 - a) only insignificant deviations from the agreed quality,
 - b) only insignificant impairment of usability,
 - c) natural wear and tear,
 - d) damage occurring after the transfer of risk as a result of faulty or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or special external influences not assumed under the contract,
 - e) non-reproducible software errors,
 - f) defectiveness due to requirement profiles or documents provided by the CLIENT (e.g. service specifications, plans, environmental influences, etc.),
 - g) improper modifications or maintenance work, or
 - h) failure of individual light-emitting diodes, provided that these are inseparably connected, i.e. without a socket or plug connection, in a light source block and the average luminous flux of the luminaire does not fall below seventy percent (<70%) of the initial value based on a standard-compliant measurement.
7. Claims by the CLIENT for expenses necessary for subsequent performance shall be excluded to the extent that the expenses increase because the SERVICES have subsequently been moved to a location other than the CLIENT's place of business, unless the transfer corresponds to their intended use or purpose. This shall apply mutatis mutandis to claims for reimbursement of expenses by the CLIENT pursuant to Section 445a of the German Civil Code (BGB), provided that the last contract in the supply chain is not a consumer goods purchase.
8. The CLIENT's recourse claims against SITECO pursuant to Section 445a BGB shall only exist to the extent that the CLIENT has not made any agreements with its customers that go beyond the statutory claims for defects.
9. Claims for damages by the CLIENT due to a material defect are excluded. This does not apply in cases of intent, gross negligence, fraudulent concealment of the defect, non-compliance with a quality guarantee, or injury to life, limb or health. The above provisions do not imply a reversal of the burden of proof to the detriment of the CLIENT. Further claims by the CLIENT for material defects beyond those regulated in this article are excluded.
10. To the extent permitted by law, the warranty period for each LIGHTING SYSTEM shall end one (1) year after acceptance of the respective LIGHTING SYSTEM, but no later than two (2) years after complete delivery of the products for the respective LIGHTING SYSTEM.

Article IX: Disposal

1. Within Germany
 - a) SITECO is registered in the Electrical and Electronic Equipment Register (EAR).
 - b) SITECO has commissioned Lightcycle Retourlogistik und Service GmbH (Munich) at its own expense (for collection and disposal) to fulfil SITECO's disposal obligations for OLD LUMINAIRES imposed by the Electrical and Electronic Equipment Act (ElektroG). The collection points can be requested by the CLIENT from Lightcycle (www.lightcycle.de) or head office in Munich) or SITECO. The return of OLD LUMINAIRES shall be carried out in accordance with legal obligations from 24 March 2006. The CLIENT shall bear the costs of delivery to the collection points and is responsible for ensuring that the OLD LUMINAIRES are disposed of exclusively by Lightcycle.
 - c) For PACKAGING, participation in a recognized dual disposal system is not required. The supplier of the packaged goods is obliged to take back the empty PACKAGING without having to comply with any recycling quotas. SITECO has commissioned INTERSEROH Dienstleistungs GmbH (Cologne) with the disposal of the PACKAGING. Disposal partners can be found at www.interseroh.de.
2. Outside Germany, the CLIENT shall bear the responsibility and costs for the proper disposal of the SERVICES or the packaging used in accordance with the laws and regulations of the country concerned.

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Article X: INTELLECTUAL-PROPERTY-RIGHTS: Legal Defects

1. SITECO is obliged to provide the SERVICES only in the country of delivery without infringing any INTELLECTUAL-PROPERTY-RIGHTS. If a third party asserts justified claims against the CLIENT due to the infringement of INTELLECTUAL-PROPERTY-RIGHTS by SERVICES provided by SITECO and used in accordance with the contract, SITECO shall be liable to the CLIENT within the period specified in Art. VIII No. 2 as follows:

- a) SITECO shall, at its discretion and at its expense, either obtain a right of use for the SERVICES in question, modify the SERVICES so that the INTELLECTUAL-PROPERTY-RIGHTS are not infringed, or replace the SERVICES. If this is not possible for SITECO under reasonable conditions, the CLIENT shall be entitled to the statutory rights of withdrawal or reduction.
- b) SITECO's obligation to pay damages shall be governed by Art. XIV.
- c) The above obligations of SITECO shall only apply if the CLIENT informs SITECO immediately in writing of the claims asserted by the third party, does not acknowledge any infringement and reserves all rights of defense and settlement negotiations to SITECO. If the CLIENT ceases to use the SERVICES for reasons of damage minimization or other important reasons, the CLIENT shall be obliged to inform the third party that the cessation of use does not constitute an acknowledgement of an infringement of INTELLECTUAL-PROPERTY-RIGHTS.

2. Claims by the CLIENT are excluded if the CLIENT is responsible for the infringement of the INTELLECTUAL-PROPERTY-RIGHTS.

3. Claims by the CLIENT are also excluded if the infringement of INTELLECTUAL-PROPERTY-RIGHTS is caused by special specifications of the CLIENT, by an application that was not foreseeable by SITECO, or by the fact that the SERVICES have been modified by the CLIENT or used in conjunction with products not supplied by SITECO.

4. In the event of infringements of INTELLECTUAL-PROPERTY-RIGHTS, the provisions of Art. VIII shall apply accordingly to the claims of the CLIENT regulated in No. 1a).

5. In the event of other legal defects, the provisions of Art. VIII shall apply accordingly.

6. Any claims of the CLIENT against SITECO and its vicarious agents for a legal defect that go beyond or differ from those set out in this article are excluded.

Article XI: Grant of Software License

1. The following provisions shall apply to the provision of software, regardless of whether it is provided independently or in conjunction with the respective hardware.

2. SITECO grants the CLIENT the non-exclusive and non-sublicensable right to use the software as agreed below:

- a) The right of use shall only apply for the period agreed between SITECO and the CLIENT. If no period has been agreed, the right of use shall be limited to the lifetime of the hardware product with which the software was delivered.
- b) The CLIENT may only use the software in conjunction with hardware referred to in the accompanying documentation (including the license certificate). If no reference to such hardware is made, the software may only be used in conjunction with the product with which the software was delivered. The use of software in conjunction with other hardware is only permitted with the prior written consent of SITECO. If the software is subject to certain restrictions with regard to the scope or intensity of use and the CLIENT wishes to use the software beyond the agreed scope, the CLIENT must inform SITECO in writing before the use of the software exceeds these restrictions, and SITECO shall be entitled to additional remuneration, which shall be paid before exercising these additional rights.
- c) If several devices are mentioned in the contract, the CLIENT is only entitled to use the software on one (1) device at a time ("**single license**") as long as the CLIENT has not been granted a multi-user license. If a device has several workstations on which the software can be used independently, the single license is only valid for one (1) workstation.

3. The CLIENT is only entitled to make one (1) backup copy of each part of the software, whereby the use of such a backup copy is limited solely to replacing the original software if the original software is no longer functional. The CLIENT must keep records of the storage of such backup copies and submit these records to SITECO upon request. Otherwise, the CLIENT is only entitled to reproduce the software in connection with a multi-user license.

4. The CLIENT is entitled to transfer all its rights, claims and entitlements to the product and the right to use the software to third parties only together with the product in accordance with this article. The CLIENT may not grant any further rights to its customers. It may not retain any copies of the software and is not entitled to grant sub-licenses for the software.

5. The software is provided in machine-readable format (i.e. object code) only. The CLIENT is not entitled to decompile, reverse engineer, disassemble, retranslate or otherwise decode the software, unless this is expressly permitted by law. Copyright and other proprietary notices and other identifying information must not be removed and must be reproduced in full in any complete or partial copy.

6. Insofar as the CLIENT is provided with software that is not the property of SITECO but for which SITECO has a derived right of use, and this software is not open source software (third-party software), the terms of use agreed between SITECO and its suppliers shall also apply, including with regard to the relationship between SITECO and the CLIENT. In case of any conflict, these terms and conditions shall prevail over the provisions of this article insofar as they apply to the CLIENT (including, but not limited to, the end user license agreement, etc.). SITECO shall inform the CLIENT of these applicable terms and conditions of use and make them available upon request. Certain third-party licensors may also be direct and intended third-party beneficiaries

of certain terms and conditions contained herein. The CLIENT agrees that such third-party beneficiaries may enforce such terms and conditions directly against the CLIENT.

7. The software may contain freeware, shareware or open source software. The CLIENT will not be charged any license fees for their use. The CLIENT acknowledges and agrees that SITECO makes no warranties and accepts no liability whatsoever in relation to the CLIENT's possession and/or use of the freeware, shareware or open source software. With regard to such parts of the software, the CLIENT hereby accepts the specific license conditions, which shall take precedence over the provisions of this article in the event of any conflict. If required by the terms of use, SITECO shall provide the CLIENT with the source code of the freeware, shareware or open-source software. SITECO shall inform the CLIENT of the existence of the terms of use for the open source software provided and shall make the terms of use available to the CLIENT upon request, unless they are already included in the documentation or accompany the product.

8. The use of the software on multiple devices or at multiple workstations simultaneously is only permitted if a separate right of use has been agreed. The same applies to the use of the software in networks, even if the software is not duplicated in this case. The following provisions apply additionally to the above cases ("**multi-user license**"):

- a) A prerequisite for a multi-user license is the written confirmation from SITECO regarding the permitted number of (i) copies that the CLIENT may make of the relevant parts of the software, and (ii) devices and/or workstations on which the software may be used or accessed.
- b) For multi-user licenses, the provisions of Section 4, first sentence, shall apply in such a way that the multi-user license may only be transferred by the CLIENT to third parties if the multi-user license is transferred together with all devices on which the software may be used.
- c) The CLIENT must keep records of all copies of the software (including the location of each individual copy) and submit these records to SITECO upon request.

9. All rights, legal claims and interests in the software and documentation that have not been expressly granted to the CLIENT remain with SITECO or its third-party licensors, and nothing in this article transfers rights or intends to transfer rights to this software, with the exception of the rights expressly granted herein. In particular, the CLIENT may not modify, reproduce or copy the software, without exception, unless SITECO has expressly authorized this in writing or in accordance with this article.

10. The CLIENT acknowledges and agrees that the software and documentation may contain protected and confidential information and trade secrets of SITECO and its third-party licensors, and agrees to keep such information secret and confidential.

Article XII: Performance Proviso: Export Control

1. The fulfilment of the contract is subject to the proviso that there are no obstacles due to German, US or other applicable national, EU or international foreign trade regulations, embargoes or other sanctions.

2. When passing on the SERVICES (e.g. hardware, software, technology and associated documentation, regardless of the manner in which they are made available, including technical support of any kind, etc.) to third parties at home and abroad, the CLIENT shall comply with the applicable provisions of national and international (re-)export control law. In any case, the CLIENT shall observe the (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America.

3. If required for export control checks, the CLIENT shall, upon request, immediately provide SITECO with all information on the end recipient, end use and intended use of the SERVICES, as well as any relevant export control restrictions.

4. The CLIENT shall indemnify SITECO in full against all claims asserted against SITECO by authorities or other third parties due to the CLIENT's failure to comply with the above export control obligations and undertakes to reimburse SITECO for all damages and expenses incurred in this connection, unless the CLIENT is not responsible for the breach of duty. The above provisions do not imply a change in the burden of proof to the detriment of the CLIENT.

5. The CLIENT is obliged to provide all information and documents required for export, transfer or import.

Article XIII: Exclusion of the Duty of Performance; Contractual Adaption

1. If delivery of the SERVICES is impossible, the CLIENT shall be entitled to claim damages unless SITECO is not responsible for the impossibility. However, the claim for damages shall be limited to ten percent (10%) of the net value of that part of the SERVICES which cannot be used for its intended purpose due to the impossibility. This shall not apply in cases of intent, gross negligence or injury to life, limb or health. The above provisions shall not entail any reversal of the burden of proof to the detriment of the CLIENT. The CLIENT's right to withdraw from the contract shall remain unaffected.

2. If events within the meaning of Art. VI No. 6 a) to c) significantly change the economic significance or content of the SERVICES or have a significant impact on SITECO's operations, the contract shall be adjusted appropriately in good faith. If this is not economically reasonable, SITECO shall be entitled to withdraw from the contract. The same shall apply if necessary export licenses are not granted or cannot be used. If SITECO intends to exercise this right of withdrawal, SITECO shall notify the CLIENT immediately after becoming aware of the significance of the event, even if an extension of the delivery period had initially been agreed with the CLIENT.

Article XIV: Further Claims for Damages

1. Unless expressly agreed otherwise, claims for damages by the CLIENT, regardless of their legal basis, in particular due to breach of obligations arising from the contractual relationship and from tort, are excluded.

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2. This shall not apply in cases of intent, gross negligence, malice, failure to comply with a guarantee, injury to life, limb or health, as well as liability under the Product Liability Act and in the event of a breach of essential contractual obligations. However, claims for damages for the breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract, unless one of the other cases mentioned above applies.

3. The above provisions do not imply a change in the burden of proof to the detriment of the CLIENT.

Article XV: Jurisdiction; Applicable Law

1. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Traunstein (Germany).

2. The contract, including its interpretation, is governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Article XVI: Severability

The contract shall remain binding even if individual provisions are legally invalid; the remaining provisions shall remain in force. This shall not apply if adherence to the respective contract would constitute an unreasonable hardship for one of the parties.