

## 1. General Provisions

- 1.1. Unless otherwise required by law, these General Terms and Conditions of Sale apply to all contracts for the sale or supply of goods by LUMATEC SA (Suisse) or LUMATEC France SAS (France) (hereinafter referred to as the 'Seller') on behalf of any other natural or legal person (hereinafter referred to as the 'Buyer'), "Buyer" and "Seller" being jointly referred to as the "Parties".
- 1.2. Any reservations made to these terms and conditions by the Buyer, as well as any other terms and conditions that the Buyer may attempt to impose or oppose, even after the fact, to its order on letterhead, order confirmation, acknowledgement of receipt, general terms and conditions of purchase or any other printed document of the Buyer, are unenforceable against the Seller and shall be invalid and considered null and void.
- 1.3. The Buyer's general terms and conditions of business and/or similar documents, such as its purchase documents, tender conditions or amendments to these General Terms and Conditions of Sale, are expressly excluded, unless the Seller expressly accepts them in writing.
- 1.4. The Seller reserves the right to notify the Buyer at any time of any changes to these terms and conditions of sale. The information in the Seller's catalogues, price lists and other documents is provided for information purposes only and is subject to change without notice by the Seller.
- 1.5. Any order placed by the Buyer with the Seller implies full and complete acceptance of these general terms and conditions of sale by the Buyer, without any reservations being made in relation to these terms and conditions.

## 2. Pricing

- 2.1. All prices communicated by the Seller to the Buyer are net, excluding VAT, TAR and TEA, in Swiss Francs or in the currency agreed between the Parties, unless otherwise agreed between the Parties. The prices and remuneration are indicated in quotations, contracts, price lists and all commercial offers. These offers and quotations are valid for three months from the date of issue to the Buyer, unless otherwise mentioned on the offer and / or contract submitted to the Buyer.
- 2.2. As the prices quoted by the Seller are exclusive of VAT, the Buyer shall pay the Seller any additional amounts corresponding to the VAT due or any other taxes imposed on the Seller by law and payable by the Buyer at the applicable rate in force.
- 2.3. Special packaging shall be invoiced in addition.
- 2.4. Product samples not returned within 30 days will be invoiced at the catalogue price and are deductible from the order.
- 2.5. Technical assistance: Unless otherwise agreed, design and intervention costs will be invoiced separately. Any on-site visits must be requested in writing by the Buyer. A quote will be provided by the Seller and accepted by the Buyer before any work is carried out.

## 3. Terms of payment

- 3.1. Unless otherwise agreed between the Parties, the Buyer undertakes to pay invoices within 30 days net from the invoice date. The Buyer may not under any circumstances make deductions from the amount of the invoices, except with the Seller's agreement.
- 3.2. The Buyer may not deduct from the amount of a payment to be made the value of any refund or credit to which it may be entitled without being in possession of a credit note specifying the amount of the refund or credit. In the event that any sum owed by the Buyer to the Seller is not paid in accordance with the provisions of this Article 3, the Buyer's entire outstanding balance with the Seller shall immediately become due and payable, and the Seller may take all measures it deems necessary to recover all sums owed by the Buyer.
- 3.3. In the event of non-payment of an invoice that has fallen due, the Seller reserves the right, as a penalty clause, to charge interest at a rate of 5% from the due date. Any total or partial non-payment of an invoice on its due date shall also give rise, automatically and without prior notice, to the payment of late payment interest calculated at one and a half times the Swiss Statutory interest rate applied to the unpaid portion of the price and running from the due date to the date of actual receipt of payment of the invoice.
- 3.4. The Seller reserves the right to charge cancellation fees for any order cancelled by the Buyer more than 7 days after acceptance by the Seller. After this period, orders for goods that the Seller procures or produces specifically for the Buyer cannot be cancelled by the Buyer and will be due in full (100% value of the offer and / or contract).
- 3.5. Unless otherwise agreed between the Parties, the Seller may require the Buyer to pay in full in advance for any first order upon presentation of a pro forma invoice.
- 3.6. For any order for goods that the Seller procures or produces specifically for the Buyer and /or exceeding CHF/€10K, the Seller may require the Buyer to pay in advance an amount equivalent to 50% of the total invoice amount.
- 3.7. In the event of a request for advance payment or a deposit, Lumatec reserves the right to only perform the agreed service after full receipt of the expected amount.
- 3.8. Unless contested in writing within 15 days of receipt of the invoice, invoices shall be deemed to be in order and accepted.

## 4. Ownership and Title

- 4.1. Ownership of the Seller's goods shall only be transferred to the Buyer once the latter has made full payment for the goods. Until that date, the Seller shall retain full legal ownership of the goods.
- 4.2. Until full payment for the goods has been made, the Buyer shall hold the goods in safekeeping on behalf of the Seller. In the event of non-payment by the Buyer, the Seller may take back possession of the goods from the Buyer and resell them on its own behalf. The Buyer undertakes to return the goods to the Seller upon simple request. The Buyer undertakes to the Seller, its staff or its agents to grant access to any land or building on which or in which the goods are stored and to take possession of them.
- 4.3. The Seller retains all rights to all documentation provided and all offer, project, execution, description, catalogue, plan, sketch, image and tangible and intangible media.
- 4.4. Any use by the Buyer for commercial purposes of any document or media mentioned above in chapter 4.3 must be approved in writing by the Seller.
- 4.5. In all cases, the Seller retains the intellectual property rights to its studies and projects. They may not be communicated or transferred to third parties without the express written authorisation of the Seller.

## 5. Delivery time

- 5.1. Delivery times shall run from the date on which the Seller is in possession of the Buyer's written order. Delivery times are given for information purposes only. Except in the case of proven error on the part of the Seller, the Seller shall not be held liable in any way whatsoever for any delay in shipment or delivery.
- 5.2. Under no circumstances shall a delay in shipment be deemed a breach of contract. Unless otherwise agreed in writing, delivery of the goods shall be deemed to have taken place when the goods have left the Seller's warehouse, at which point the risks associated with the transport of the goods shall be transferred to the Buyer. The Seller reserves the right, at its sole discretion, to deliver the goods in several instalments and to submit a separate invoice for each partial delivery. Payment of the amount invoiced for each partial delivery of goods must be made strictly in accordance with the terms of Chapter 3.

## 6. Packaging

- 6.1. Single-use packaging and consumables (cardboard boxes/tape/pallets, etc.) shall be invoiced to the Buyer. Waste disposal shall be the responsibility of the Buyer.

## 7. Transport conditions

- 7.1. The Seller shall engage the services of a carrier on behalf of the Buyer to deliver the goods. Special means of transport may be used at the Buyer's request, the cost of which shall be invoiced to the Buyer and payable to the Seller in addition to the price of the goods.
- 7.2. For National orders (CH to CH or FR to FR), shipping and packaging costs are included for any invoice value exceeding CHF/€1,500. Transport is included to the Buyer's premises (or any other address designated by the Buyer). The Seller reserves the right to revise its prices at any time.
- 7.3. For International orders, unless otherwise agreed between the Parties, prices are Ex Works (Ex Works).
- 7.4. For all orders, whether International or National, related to products such as energy cabinets and boxes, prices are Ex Works (Ex Works).

## 8. Complaints and returns

- 8.1. No written complaint from the Buyer will be considered by the Seller after a period of 8 calendar days from receipt of the goods.
- 8.2. If no complaint is received within 48 hours of the date of receipt, the entire delivery shall be deemed to have been made in accordance with the invoice and shall be deemed to be correct in all respects.
- 8.3. No claims for damage to goods during transport will be considered unless a written complaint has been made to the carrier upon delivery.
- 8.4. Requests for returns of goods will not be accepted after a period of 3 months from the date of delivery. The Seller reserves the right to refuse a return of goods within this 3-month period in the event of modifications or technical developments to the goods that prevent them from being returned to stock.
- 8.5. All returns of goods must be subject to prior written acceptance by the Seller and will result in the creation of an RMA number. No return of goods may be subject to any claim or credit request without the prior creation of this RMA number. The transport costs associated with this return shall be borne by the Buyer.
- 8.6. Only goods returned in their original packaging and without any damage will be credited to the Buyer for up to 80% of the pre-tax amount of the delivery within one month of delivery, then 70% up to three months. Damaged, incomplete or modified goods will not be credited. For amounts returned below CHF/€100, a flat fee of CHF/€35 will be deducted from the credit note.
- 8.7. No return of goods shall give rise to a refund from the Seller to the Buyer.
- 8.8. No returns will be accepted for specific equipment produced and / or sold to order or standard equipment not held in stock.

## 9. Warranty

- 9.1. The Seller offers the Buyer a standard warranty of 5 years from the date of delivery of the goods for all products from the "LUMATEC" range. Batteries, accessories and products from the "BY" range are guaranteed for 2 years.
- 9.2. Unless otherwise stated on the invoice, the Seller applies the manufacturer's 2-year warranty to all products and lighting fixtures it distributes.
- 9.3. This warranty excludes wear parts, bulbs and tubes. The warranty limits are set for the part(s) recognised as defective, either for replacement or repair at the Seller's express discretion.
- 9.4. Goods manufactured according to the Buyer's plans or recommendations are also excluded from the warranty if the defects found are due to the design of the Buyer's recommendations.
- 9.5. The warranty is limited to defects that are proven to be due to material, workmanship or design faults on the part of the Seller. Any other warranty or compensation is excluded.
- 9.6. Plastic parts that change appearance as a result of natural ageing are not covered by the warranty.
- 9.7. The warranty does not cover the costs of programming, transport, dismantling and reassembly of the goods or their components, nor the costs of any other consequential damage.
- 9.8. In the event of replacement of defective goods, the warranty period shall not recommence.
- 9.9. The Seller shall not be liable in any way whatsoever (civil or contractual liability) for any damage or expenses arising from defects affecting the goods.
- 9.10. The Seller guarantees the Buyer that the goods will be replaced in the event of a defect. This is subject to the defects affecting the goods being exclusively due to the use of defective materials or manufacturing faults attributable solely to the Seller, and provided that the Buyer has not misused the goods, been negligent in their care, or altered them during installation.
- 9.11. With regard to the service life of luminaires, the following information should be taken into account for all LED lighting fixtures: the service life depends on compliance with the standard operating conditions specified in the technical specifications. Luminaires are wearing parts whose standard service life varies depending on the type (from 1,000 to 50,000 hours) and is dependent on operating conditions. The lifespan is generally indicated in hours under standardised conditions, which may differ from actual conditions. The indication of the lifespan in years of operation is based on standard operating conditions, which are also hypothetical, linked to the number of hours of operation per day, per year and the number of switching cycles. Therefore, these indications shall not be considered as a warranty in any case.

## 10. Applicable law and jurisdiction

- 10.1. All legal relations between the Seller and the Buyer are subject to the respective law of the Seller's country of origin. In the event of a dispute, the exclusive place of jurisdiction is the Republic and Canton of Geneva for LUMATEC SA and the court of Lons-le-Saunier for LUMATEC France SAS. No acceptance or derogation from this jurisdiction clause shall be admissible or enforceable in this regard.

## 11. Environment

- 11.1. The unique identifier FR003278\_05VCYO certifying registration in the register of producers in the EEE sector, pursuant to Article L.541-10-13 of the Environment Code, has been assigned by ADEME to LUMATEC FRANCE (479 246 399 00022). This identifier certifies its compliance with its obligation to register in the register of producers of Electrical and Electronic Equipment and to submit its declarations of placing on the market to ecosystem.