

# GENERAL TERMS OF SALE & DELIVERY

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## 1. Application

The following general conditions of sale and terms of delivery shall apply to all offers, sales and deliveries by the Vendor - also in cases where the Buyer stipulates other terms and conditions. Any deviation from the following conditions of sale and terms of delivery shall only be valid subject to the written consent of the Vendor.

## 2. Delivery

Where no special term of delivery has been stipulated, the delivery term is always ex works. Freight and payment is arranged by the Buyer.

Delivery is always to the Buyer's address. By direct delivery to the end user, the Vendor's liability for the product and the warranty for the shipment will lapse.

## 3. Defects and liability

The Buyer must check the goods immediately upon receipt.

Goods received with visible freight damages: The Buyer must immediately put in writing on the consignment note: "Received with reservation" and ensure that the carrier is aware hereof.

Any visible damages must be claimed in writing to the Vendor within 2 days, and hidden damages within 5 days from the day of receipt of the goods.

Claims must include information about the type of damage, date of purchase, invoice copy, and photo documentation.

The Vendor is not liable for any consequential damages or indirect losses, and the Buyer can claim a maximum compensation equaling the invoiced buying price ex. VAT.

In case of defects the Buyer may only withhold a proportionate share of the purchase price, and only if this is acknowledged in writing by the Vendor.

The Vendor disclaims liability for damage to goods or property that is not covered by the product liability act.

Vendor is only liable for the defects which appear within 2 years from the date when the goods were delivered to the buyer.

## 4. Return of goods

The Buyer cannot return purchased goods to the Vendor.

If an exception is made, the following conditions must be fulfilled:

The vendor has given his written consent, and the goods have not been unpacked or used.

The goods must be returned in the original, unopened packaging without any additional markings or labels. Return freight is arranged at the Buyer's cost and risk.

By return of goods the Buyer must pay 20% of the originally invoiced price.

Custommade products and products not normally held in stock can never be returned.

## 4. Prices

The price of the product appears from the Vendor's price list. The Vendor holds the right to increase prices in the period from contract conclusion to delivery as a result of extra-ordinary price increases from the subcontractor.

## 5. Payment and Interest

Unless otherwise agreed the purchase sum shall be made prior to delivery.

Where the Buyer fails to effect payment punctually the vendor shall be entitled to demand penal interest as from the due date at the rate of 2% per month or part thereof.

A fee of €13 will be claimed for each reminder.

## 6. Ownership reservation (Retention of title)

The goods sold shall remain the Vendor's property until payment has been made in full.

## 7. Installation

The Vendor recommends that lighting products are installed by a qualified electrician. Failure to do so will lapse the Vendor's liability and warranty for the product.