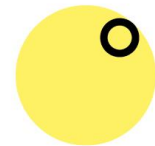


General Terms and Conditions of Sale and Delivery (GTC)

1. **Offer and prices**
 - 1.1. LICHTTEAM AG offers products and services for end customers (personal use) or for trade and further use by professional customers.
 - 1.2. Offers without special agreement are valid for 30 days from the date of issue.
 - 1.3. LICHTTEAM AG reserves the right to adjust prices on an ongoing basis. The prices confirmed at the time of ordering shall remain binding.
 - 1.4. Offers for products ex warehouse LICHTTEAM are subject to prior sale.
 - 1.5. For purchase contracts concerning used and exhibition goods via special sales channels such as (warehouse sale, outlet, special sale), these GTC shall also apply, but to the exclusion of all claims with regard to the following provisions:
 - Right of cancellation
 - Warranty for defects and guarantee (not applicable in full)
 - Terms of payment (the goods must be paid for immediately)
 - 1.6. We charge CHF 140 excl. VAT per person and hour for the following services. The services are invoiced from the respective location in Lucerne or Rothenburg.
 - Lighting concepts, planning, calculations, CAD
 - Consultancy, sampling on site
 - Delivery, installation, repairsFor private customers, sales advice in the sales rooms and showrooms of LICHTTEAM AG is generally free of charge, provided that this does not include any further services or does not exceed the usual scope. Lighting concepts for entire areas and units as well as planning services are generally charged. Costs for home consultations are defined by a district limit in Central Switzerland. Outside the district, the flat rate for travelling is charged at cost.
 - 1.7. The placement of products in sales exhibitions requires the consent of LICHTTEAM AG and the respective manufacturers if they are actively offered for resale.
 2. **Orders**
 - 2.1. Orders can be placed on site at a LICHTTEAM AG location or in writing, by fax or email.
 - 2.2. By placing an order, the customer recognises these terms and conditions of sale and delivery.
 - 2.3. LICHTTEAM AG may cancel an order within 5 calendar days. LICHTTEAM AG reserves the right to charge any costs already incurred in the event of cancellation by the customer.
 - 2.4. Explicitly excluded from the right of cancellation are custom-made products and express deliveries made in advance.
 - 2.5. Goods ordered on a forward date must be accepted within the specified period. After expiry of this period, LICHTTEAM AG is authorised to invoice the goods and charge storage fees.
 3. **Delivery times**
 - 3.1. Based on experience, a non-binding delivery period of 5 weeks from order confirmation can be assumed. This does not apply to customised products and orders placed during the summer and New Year holiday periods.
 - 3.2. Binding delivery targets require a written agreement and are confirmed with the order.
 - 3.3. Additional costs for express goods, air freight or couriers will be charged for scheduled deliveries.
 - 3.4. LICHTTEAM AG shall endeavour to the best of its ability to meet agreed delivery dates. Delays in delivery shall not entitle the Buyer to cancel the contract or to assert any claims.
 4. **Delivery**
 - 4.1. All orders with delivery destination Switzerland are quoted after receipt, collected from a LICHTTEAM AG location, excluding transport and packaging.
 - 4.2. If a delivery has been agreed and confirmed in writing, the delivery shall be made to the buyer's billing address without an express note. Changes to the billing address are no longer possible after delivery.
 - 4.3. LICHTTEAM AG shall determine the type of dispatch and the denomination of the order.
 - 4.4. Costs for transport and packaging will be charged at cost.
 - 4.5. The goods are transported at the sole risk and peril of the recipient. The signature of the recipient or an employee is deemed to be confirmation that the delivery is complete and free of visible damage.
 - 4.6. The goods shall be unloaded at ground level or on a ramp and in accordance with the instructions and under the responsibility of the buyer, who shall provide the necessary personnel at his own expense.
 - 4.7. The disposal of packaging material shall be borne by the recipient. This does not apply to delivery and installation orders.
 5. **Samples / Selections**
 - 5.1. Sample luminaires are available for a maximum loan period of 10 days from the date of issue. The flat rates are CHF 70 incl. VAT for private customers and CHF 120 incl. VAT for trade partners.
 - 5.2. LICHTTEAM AG reserves the right to sample particularly fragile products exclusively with its own employees against payment of expenses.
 - 5.3. Luminaires explicitly provided as samples from stock or ordered from suppliers are available for a maximum loan period of 20 days. Pre-assembly and cabling, procurement, administration and return costs will be invoiced. For luminaires that cannot be returned to the manufacturer by LICHTTEAM AG, a maximum partial credit note will be issued depending on the case.
 - 5.4. Material not returned within the deadlines will be charged. In any case, samples and selections will be charged if they have been altered or damaged by the recipient.
 6. **Returns**
 - 6.1. With the exception of products that have been expressly approved and confirmed as samples, there is no right of return.
 - 6.2. Returns will only be accepted by prior agreement and carriage paid.
 - 6.3. In the event of returned goods, LICHTTEAM AG shall credit the buyer with a maximum of 80% of the value of the goods for stock items and 50% for non-stock items, provided that these can be returned to the manufacturer. Costs for missing or damaged packaging material, missing accessories such as assembly instructions and fixing material, as well as any necessary refurbishment work will be deducted from the credit note.
 - 6.4. Custom-made products, modified standard products (colour or design) as well as light sources, control gear and electronic components will not be taken back.
 - 6.5. Goods whose date of sale (date of issue of the invoice or receipt) is more than 1 month ago cannot be taken back.
 - 6.6. The payment of credit notes is excluded.
 7. **Complaints**
 - 7.1. Transport damage or loss must be reported immediately upon acceptance to the company commissioned with the transport for the purpose of recording a damage report or confirmation of the loss. LICHTTEAM AG must be informed immediately in writing.
 - 7.2. Short or incorrect deliveries can only be objected to in writing to LICHTTEAM AG within 5 working days of arrival of the delivery and in any case before any further processing or handling.
 - 7.3. Under no circumstances may repairs or modifications to the delivered goods be carried out at the expense of LICHTTEAM AG without written authorisation from LICHTTEAM AG.
 8. **Guarantee**
 - 8.1. The warranty is limited to defects that can be proven to be due to material, design or construction faults on the part of the supplier. LICHTTEAM AG undertakes to rectify defects covered by the guarantee free of charge, provided that it is possible to rectify the goods, the exercise of the rights to cancellation and reduction shall be excluded.
 - 8.2. Any warranty requires that defective material is packaged and delivered to LICHTTEAM AG carriage paid.
 - 8.3. Any further claims of the buyer due to defective goods, in particular for compensation for consequential costs and consequential damage, costs for disassembly and reassembly of devices and their components, as well as installation and/or programming costs, are expressly excluded.
 - 8.4. The guarantee periods shall commence upon acceptance of the delivery:
 - 2 years for lights and appliances
 - the manufacturer's warranty period for electronic components such as ballasts, converters, drivers, transformers, emergency lighting elements, ignitors, etc.
 - No guarantee for components subject to regular wear and tear such as lamps, starters, fuses, etc.
 - 8.5. The guarantee provided by LICHTTEAM AG is excluded for
 - minor deviations of the goods in dimensions, colour or design compared to illustrations, samples or sales documents
 - Slight deviations in light colours (Binning) for LED products
 - incorrectly handled, damaged or incorrectly installed goods
 - Damage caused by the use of force, modifications, repairs or improper maintenance by third parties
 - Transport damage without receipted damage report
 9. **Retention of title**
 - 9.1. LICHTTEAM AG reserves the right of ownership and copyright for lighting concepts, drawings, drafts, planning documents and documentation as well as cost estimates. These documents are entrusted to the client and may not be made accessible to third parties or copied without the authorisation of LICHTTEAM AG.
 - 9.2. The delivered goods shall remain the property of LICHTTEAM AG until the purchase price has been paid in full. The buyer hereby declares his consent to the registration of the retention of title at his place of residence.
 - 9.3. Any use of the documents, photographs and data made publicly available on websites and in magazines and printed matter of LICHTTEAM AG is restricted to private use or the internal business purposes of the visitor's company.
 10. **Terms of payment**
 - 10.1. For deliveries of goods and services, cash payment applies for private customers up to a net goods value of CHF 299 / any discounts are not cumulative.
 - 10.2. For deliveries of goods and services with a net goods value in excess of the cash payment limit, invoicing shall take place with a payment term of 10 days strictly net, unless other payment methods and targets have been explicitly agreed and confirmed / any discounts are not cumulative.
 - 10.3. We reserve the right to demand advance payment from new customers.
 - 10.4. Orders with a net value of goods over CHF 10,000 will be invoiced as follows:
 - 40% upon order placement, 10 days net
 - 60% after delivery, 10 days net(Partial deliveries will be invoiced)
 - 10.5. Unjustified deductions will be invoiced subsequently in all cases.
 - 10.6. A fee of CHF 20 will be charged for each reminder.
 - 10.7. In the event of collection costs, a fee of CHF 150 will be charged by LICHTTEAM AG, the costs and fees of third parties and default interest of 5% from the due date.
11. **Subsidiary agreements**
 - 11.1. Agreements other than these Terms and Conditions of Sale and Delivery and collateral agreements shall only apply if they have been agreed in writing.
 - 11.2. The customer's terms and conditions of purchase or amendments to these terms and conditions of sale and delivery shall only be binding on LICHTTEAM AG to the extent that they have been recognised in writing by LICHTTEAM AG.
 12. **Submissions**
 - 12.1. LICHTTEAM AG's terms and conditions of sale and delivery shall take precedence over these if they conflict with the provisions of the tender.
 13. **Place of fulfillment and jurisdiction**
 - 13.1. The place of jurisdiction for any direct or indirect disputes regarding these Terms and Conditions of Sale and Delivery and regarding the contracts concluded between the parties shall be Rothenburg, the registered office of LICHTTEAM AG.
 14. **Applicable law**
 - 14.1. The legal relationship with LICHTTEAM AG is subject to Swiss law. Insofar as these Terms and Conditions of Sale and Delivery do not contain any special provisions, the provisions of the Swiss Code of Obligations shall apply.
 - 14.2. Should one or more provisions of these terms and conditions of sale and delivery be wholly or partially invalid or lose their legal validity at a later date, this shall not affect the validity of the remaining terms and conditions.
 - 14.3. We reserve the right to make changes to the terms and conditions of sale and delivery at any time. The currently valid version is available at the LICHTTEAM AG locations and at www.lichtteam.ch.

LICHTTEAM AG
Rothenburg, 01.02.2024



LICHTTEAM