

General Terms and Conditions (hereinafter referred to as “GTCs”) of Ecolite AG, CHE-365.863.060, with its registered office in Bubikon ZH

1. General provisions

- 1.1. These GTCs, in the version valid at the time of conclusion of the contract, shall form an integral part of each offer, each order confirmation and each contract between Ecolite AG and its Customers. These GTCs shall apply to all deliveries and services of Ecolite AG.
- 1.2. Information in brochures and catalogues of Ecolite AG is not binding. Furthermore, information in technical documents of Ecolite AG is only binding if expressly warranted to the Customer in the contract.
- 1.3. In the event of any inconsistency between these GTCs and the contract with the Customer, the provisions of the contract with the Customer shall take precedence. In any event, these GTCs of Ecolite AG shall take precedence over any general terms and conditions of the Customer. General terms and conditions of the Customer departing from these GTCs are valid only if they have been acknowledged by Ecolite AG expressly and in writing.

2. Conclusion of contract, verification of order confirmation and written form

- 2.1. Offers by Ecolite AG are non-binding and subject to change. A binding contract or assignment with the Customer is only valid if Ecolite AG expressly confirms a Customer order or a Customer assignment by e-mail or in writing. The foregoing applies regardless of whether or not the Customer order or the Customer's assignment is based on a non-binding offer from Ecolite AG. The Customer is obliged to re-examine the order confirmation of Ecolite AG immediately upon receipt and to raise an objection with Ecolite AG immediately in the event of any errors. In the absence of an immediate objection, the order confirmation of Ecolite AG shall be deemed correct and approved by the Customer.
- 2.2. Subsequent changes and additions to the Scope of Assignment shall only become legally effective upon written agreement between the Parties. Complaints, reminders, notices of defects and the like are only valid if given in writing.

3. Technical Documentation

- 3.1. Technical documents and data remain the property of Ecolite AG and the Customer may not copy, duplicate or disclose them to third parties in whole or in part. They must be stored with care by the Customer so that they cannot be accessed by unauthorised third parties.
- 3.2. Technical documents and data relating to offers that do not result in an order, as well as all copies thereof, must be returned by the Customer or interested party upon request of Ecolite AG and must be completely deleted with confirmation of deletion upon request of Ecolite AG.

4. Scope of delivery and dimensions

- 4.1. Ecolite AG delivers proven systems in line with the state of the art at the time of conclusion of the contract. The contract between Ecolite AG and the Customer is binding as regards the scope of delivery. Additional deliveries as well as additional services provided, in particular changes to orders, shall be subject to an additional charge by Ecolite AG.
- 4.2. All information provided by Ecolite AG, in particular in offers, prospectuses, drawings, on the website, etc., is based on the currently valid specifications and the state of the art at the time the information was prepared. Ecolite AG reserve the right to make changes up to the delivery or execution date, provided they do not impair the intended functional use.
- 4.3. The Customer shall be responsible for complying with the agreed building dimensions and plans.

5. Deadlines and delivery periods

- 5.1. The Customer is obliged to accept the ordered goods and services on the agreed date. If there are delays to deadlines on the part of the Customer, e.g. as a result of construction delays, the Customer is obliged to notify Ecolite AG immediately. Ecolite AG may, where possible, offer the Customer a postponement of the deadline or another change to the service modalities, without however being obliged to do so, with such offer or change in all cases to be at the full cost of the Customer.
- 5.2. Delayed deliveries and services by Ecolite AG as a result of late delivery by sub-suppliers or postponements in the course of construction and as a result of *force majeure* of any kind and similar events, in particular also as a result of epidemics, pandemics and coincidences, shall not give rise to any claim on the part of the Customer for damages, rescission or a contractual penalty.
- 5.3. The delivery period shall only start to run once the contract has been concluded and in addition all payments, securities and other services to be provided by the Customer upon conclusion of the contract have been provided and all essential technical points have been resolved. A delivery period or a delivery date shall be deemed to have been met by Ecolite AG if the material has been either unloaded or made ready for collection within the period or on the day of the agreed deadline.
- 5.4. Each delivery period shall be extended accordingly if the Customer fails to fulfil its obligations, in particular if subsequent changes to the order are made or if Ecolite AG has not received the necessary information from the Customer.
- 5.5. A reasonable extension of the delivery periods, which shall not give rise to any claim of the Customer for damages or rescission, shall be given in all cases of *force majeure*, namely in the event of epidemics, pandemics, war, mobilisation, riots, significant operational disruptions, accidents, labour disputes, natural disasters, official measures or omissions, the wastage of important tools, in the event of transport damage by third parties or if Ecolite AG, despite exercising due care, receives belated or defective deliveries to Ecolite AG of the necessary raw materials, semi-finished or finished products.

6. Special designs and colours

- 6.1. Products that are not stored at Ecolite AG or that have been specially manufactured or coated shall under no circumstances be returned to Ecolite AG for credit. In any event, Ecolite AG shall charge for the quantity ordered. However, after prior consultation, the material may be returned to Ecolite AG for disposal, with the Customer to bear the full costs of return and proper disposal.

7. Acceptance of goods, inspection and notification of defects, cancellations and return of goods

- 7.1. The Customer shall promptly check the goods and services received from Ecolite AG. Any complaint must be reported by the Customer and raised with Ecolite AG in writing and in a well-documented manner, within three working days at the latest. Damage or loss incurred during transport must be confirmed in writing by the driver of the forwarding agent or the courier.
- 7.2. If an order is cancelled with the consent of Ecolite AG, Ecolite AG will invoice the Customer for the costs incurred up to the time of cancellation.
- 7.3. Ecolite AG shall only take back standard material in original packaging by prior agreement. The Customer shall bear the costs of the return shipment. Ecolite AG will perform a check of the returned products and store as well as undertake any repairs to them. At Ecolite AG, goods are credited, taking these expenses into account, up to a maximum of 80% of the net invoice amount for the goods. No credit can be given for defective or contaminated material.

8. Prices, Payment and Reservation of Title

- 8.1. Unless expressly agreed otherwise, all prices of Ecolite AG are quoted net and in Swiss francs, i.e. exclusive of statutory value added tax. In addition, all ancillary costs such as packaging, freight (GU tariff or parcel service provider prices), insurance, export, transit, import, customs duties and bank charges shall also be borne by the Customer.
- 8.2. For small quantities, Ecolite AG charges a small quantity and set-up surcharge of CHF 60.00 for goods with a value up to CHF 150.00, or of CHF 30.00 for goods with a value between CHF 150.00 and CHF 300.00. The foregoing does not apply to small parts ex warehouse.
- 8.3. Unless otherwise agreed, all invoices of Ecolite AG must be paid within 30 calendar days of the date of the invoice, without deductions. Ecolite AG reserves the right to demand appropriate advance payments or security upon conclusion of the contract.
- 8.4. No set-off whatsoever may be applied. The Customer may not, on its own authority, reduce or defer any payments, in particular due to complaints, claims or counterclaims of the Customer not recognised by Ecolite AG.
- 8.5. All payment deadlines for payments to Ecolite AG are fixed dates. If the Customer fails to meet the agreed payment deadline, it shall automatically be in default without any requirement for a reminder and shall pay default interest of 8%. Ecolite AG may also charge a reasonable fee for each reminder, collection and enforcement measure. Ecolite AG reserves the right to claim further damages.

8.6. Ecolite AG applies a strict policy of recharging any unauthorised discount deductions (plus a processing fee) to the Customer.

8.7. Subject to mandatory statutory provisions, all deliveries and services of Ecolite AG shall remain the property of Ecolite AG until the Customer has paid for them in full. The Client is obliged to cooperate in all actions to establish or maintain any retention of title. The Customer is obliged to store and handle the goods and services of Ecolite AG appropriately and in a compliant manner until passage of ownership has occurred.

9. Warranty and disclaimer of liability

9.1. Ecolite AG provides a warranty for deliveries and services for a period of 12 months. The warranty period shall commence upon shipment of the goods. With regard to the Customer's duty to immediately inspect and notify defects, reference is made to section 7.1 above.

9.2. The warranty provided by Ecolite AG excludes all damages resulting from natural wear and tear, excessive use or non-contractual use as well as improper or defective installation.

9.3. In the event of defects as a result of material, construction or processing defects, Ecolite AG shall be solely obliged and entitled, at its option, either to repair the defects or to provide a replacement free of charge. In such case, Ecolite AG disclaims liability for all other legal remedies.

9.4. As long as the Customer is fully or partially in default with a payment or other performance, Ecolite AG is fully released from any warranty. However, the foregoing shall not result in any interruption or suspension of the warranty period.

9.5. Ecolite AG provides an exclusive warranty and is only liable for characteristics expressly warranted at the time of conclusion of the contract. For claims of the Customer due to defective advice and the like or due to breach of ancillary obligations, Ecolite AG shall only be liable in the event of wrongful intent or gross negligence.

9.6. Under no circumstances shall Ecolite AG be liable for errors caused by defective information or the erroneous release of drawings or samples by the Customer or its agents or their representatives.

9.7. Ecolite AG is insured for personal injury and property damage under the head of business liability. Upon request, the Customer shall be permitted to review the relevant insurance policy. Ecolite AG disclaims any and all further liability beyond the foregoing.

10. Place of performance, choice of law and jurisdiction

10.1. The place of performance for deliveries, services and payments is the registered office of Ecolite AG.

10.2. The provisions of these GTCs shall apply, subject to any agreements to the contrary between Ecolite AG and the Customer. In addition, Swiss substantive law is the exclusive governing law, to the exclusion of the provisions of Swiss private international law.

- 10.3 The applicability of the United Nations Convention on International Trade in Goods of 11.04.1980 (Vienna Convention on Contracts for the International Sale of Goods) is expressly excluded.
- 10.4. Exclusive jurisdiction is vested in the courts at the registered office of Ecolite AG. However, Ecolite AG is also entitled to bring proceedings against the Customer at the Customer's domicile or registered office or in any other venue provided by law.

These GTCs shall enter into force as of 01.08.2023 and replace all previous versions as of that date.