

# General Terms and Conditions

## 1. Validity

1.1 The following general terms and conditions are valid insofar as no other written agreements exist. Orders for goods from Belux denotes recognition of these general terms and conditions by the purchaser.

1.2 Belux reserves the right to amend the General Business Conditions at any time by notifying the customer or publishing on the Belux homepage. Amendments apply to orders of the purchaser which are issued after this notification or publication.

1.3 The General Business Conditions of our contractual partners are only valid if they have been expressly recognised by Belux. These General Business Conditions also take precedence over submission conditions of the contractual partners.

## 2. Offers, Conclusion of Contracts

2.1 Any offers made by Belux are subject to confirmation unless explicitly stated otherwise.

2.2 Documents such as drawings, plans, diagrams, etc. which are included with offers shall remain the property of Belux and may not be made available to third parties or reproduced without written approval.

2.3 Belux reserves the right to alter the products depicted and described in the sales documents with regard to design or technical features. Belux reserves the right to alter the colors of the materials' surfaces according to normal trade practice.

2.4 Oral agreements shall be valid only insofar as written confirmation exists.

2.5 A contract shall be considered concluded when Belux confirms its acceptance of the order. Confirmation of the order is decisive for determining the extent and nature of contractual services.

2.6 In particular, Belux will not accept orders if the ordered product is no longer produced or the order cannot be delivered because of production difficulties, production changeovers, unexpectedly high demand or unforeseen events.

## 3. Prices

3.1 Belux's prices are net ex works Weil am Rhein (Germany), and do not include shipping costs.

3.2 Incandescent lamps and packaging are not included in the prices insofar as no agreements have been made to the contrary.

## 4 Terms of Payment

4.1 Payments shall be made net and excluding any deductions within 30 days after the invoice has been rendered. Belux reserves the right to require prepayment or appropriate securities on the part of the customer.

4.2 In the event that payment is not made within 30 days, the purchaser shall be obligated to pay penal interest of at least 6% p.a. beginning on the due date. An explicit reminder is not required. Payment of penal interest does not

remove the purchaser's obligation to make any payments stipulated in a contract.

4.3 Should a purchaser fail to make a payment by the due date, Belux shall have the right to demand payment at a later date simultaneously with other claims which have come due and/or to halt due deliveries.

4.4 All costs accruing from the collection of overdue payments, including penal interest, shall be paid by the purchaser.

## 5. Billing

Other claims of the purchaser or counterclaims, even if they originate in the same contract, may be billed with the written approval of Belux only. The assignment of claims against Belux to third parties requires the written agreement of Belux.

## 6. Term for Delivery

6.1 The term for delivery shall begin on the date of conclusion of the contract.

6.2 In the event of late delivery, the purchaser shall not have the right to claim for damages, a reduction in the price or revocation of the contract.

## 7. Delivery

7.1 Deliveries shall be made suitably packed and by mail, rail (receiving railway station) or delivery vehicle/lorry, whereby Belux reserves the right to choose the method of shipping.

7.2 All additional costs for express shipments, air freight or messengers shall be billed separately.

7.3 The purchaser shall examine the shipment with 7 days after receipt and immediately inform Belux in writing of any flaws. The shipment shall otherwise be considered accepted.

7.4 If the packing or contents of the supply has obvious transport damages, Belux has to be informed immediately in written form. Otherwise the right on replacement is forfeited.

7.5 Should the shipment fail to conform to the order, the purchaser must inform Belux immediately.

## 8. Transfer of Benefits and Risks

Benefits and risks shall be transferred to the purchaser when the shipment leaves Belux's place of business, even if the shipment is postpaid, cif, fob, etc. or if transportation has been arranged and supervised by Belux. Should the shipment be delayed or made impossible for reasons beyond Belux's control, it shall be for the account and at the risk of the purchaser.

## **9. Transport and Insurance**

9.1 Any special request with regard to shipment and insurance must be communicated to Belux in due time. Transport shall be made for the account and at the risk of the purchaser. The purchaser shall immediately address any complaints in connection with transport to the final carrier upon receipt of the shipment and the shipping documents.

9.2 Insurance against any kind of damages shall be the responsibility of the purchaser. Belux will take out a policy in the name and for the account of the purchaser upon request. Such a desire should be notified to Belux in good time

## **10. Samples**

10.1 In case of projects Belux products may be made available to the purchaser for a maximum period of one month. If the said products are not returned to Belux within one month after receipt, they shall be considered purchased goods and shall be billed.

10.2 The stipulations of Item 11, Returns shall apply correspondingly to the return of Belux products within one month after receipt.

## **11. Returns**

11.1 Returns shall be dependent on Belux's previous written approval. Illuminants may not be returned. Flawless goods will be credited at a maximum of 80% of the net value minus transportation and packaging costs.

11.2 In addition, a processing fee of CHF 50.-/ € 30.- shall be charged. Costs for missing original packing, miscellaneous accessories and retouching work shall be deducted separately from the credit for goods. No cash payments will be made.

11.3 Single pieces, optional pieces or modified standard models which have been requested by customers cannot be returned.

## **12. Guarantee**

12.1 Belux guarantees that the products it sells are free of defect and function properly.

12.2 The period of guarantee for Belux products without illuminants is three years beginning at receipt. Any faulty products which are demonstrably a result of defects in materials, design or construction will be replaced within this period. This guarantee shall be forfeited for Belux products which have been changed or repaired by the purchaser or third parties. This also applies in the event that the purchaser or third parties fail to follow the relevant installation and operating instructions.

12.3 Belux products which have been manufactured according to designs or models supplied by the purchaser shall be excluded from the guarantee in the event that the defect is a result of an error in construction or design. Any and all costs of examinations and approval and costs for alterations resulting from official examinations shall be borne by the purchaser.

12.4 Transport and packaging costs for deliveries in cases of guarantee are to be met by the purchaser.

12.5 Any additional guarantees, especially claims for cancellation of sale, reduction of the purchase price or damages, are precluded. In this respect, no costs incurred by the dismantling or reinstallation of Belux products or any other consequential damages thereto shall be assumed.

## **13. Liability**

Any contractual or non-contractual liability to the purchaser over and above the guarantee, especially those for so-called consequential damages or indirect damages, are precluded. This exemption from liability shall not apply to intentional damages or those resulting from gross negligence.

## **14. Place of Delivery**

Place of delivery for the purchaser and Belux shall be Muttenz (Switzerland), even in the event that delivery is made cif, fob, etc.

## **15. Reservation of Title**

All goods which are delivered shall remain the property of Belux until the purchase price is paid in full. The purchaser hereby declares his agreement to registration of the reservation of title at his or her domicile/place of business.

## **16. Venue, Applicable Law**

16.1 The venue shall be Muttenz (Switzerland). Belux reserves the right to take legal proceedings against its contractual partners at their places of business or at another competent court if it so desires.

16.2 Legal relations with Belux are subject to Swiss law. Application of the UN Convention on Contracts for the International Sale of Goods is precluded. In the event that these general terms and conditions do not contain specific arrangements, the stipulations of the Swiss law of obligations shall apply.

Birsfelden, July 2008