



licensed distributor of
bernd beisse emotional lighting

g-tec europe GmbH
Hastverstraße 30
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Germany

General terms and conditions for g-tec europe GmbH

1. Basic principles

All contracts with our customers (clients) classified as merchants under the German Commercial Code (HGB) are based on the following terms and conditions, and also become the focus of contracts concluded with customers (clients). The customer (client) has been informed that the general terms and conditions may be viewed at any time, and a copy of these may additionally be sent so that the customer (client) can become familiar with the g-tec europe GmbH terms and conditions before concluding the contracts. The terms and conditions are also permanently available on the g-tec europe GmbH website. Express reference is also made to this during order placement or order confirmation, and the terms and conditions become a contractual component by virtue of this reference alone. Insofar as the contracts concluded between g-tec europe GmbH and the customers (clients) do not contain any differing agreements, the g-tec europe GmbH terms and conditions shall apply to them.

The customer (client) declares that its own terms and conditions shall not apply, and that it acknowledges the g-tec europe GmbH terms and conditions in this respect. The parties hereby also agree that, in the event the customer (client) makes its own terms and conditions accessible to g-tec europe GmbH as part of contractual negotiations or at contract conclusion, these shall not apply unless g-tec europe GmbH expressly acknowledges their validity to the customer (client) in writing. In the event g-tec europe GmbH does not respond to the customer's (client's) terms and conditions, the customer (client) terms and conditions shall be considered invalid, and shall not become the subject of the contractual relations between the customer (client) and g-tec europe GmbH. Here, too, only the g-tec europe GmbH general terms and conditions shall apply.

2. Offer and order

A client is anyone who arranges or commissions execution of an order in writing, verbally, by fax or online (email), even if, on the customer's (client's) instructions, the invoice is to be issued to a third party after order placement and execution, so that this party may settle the invoice/remuneration for the client/customer as a conditional payment. Offers made by g-tec europe GmbH are non-binding until said company confirms a placed order in writing. Agreements made verbally and by telephone only become valid once confirmed in writing by g-tec europe GmbH, and only to the extent of the written content established in the confirmation; they then also become the subject of contractual agreements. An online (email) confirmation may be issued instead of written confirmation. Alternatively, the conversation records compiled by g-tec europe GmbH and provided to the customer (client) for its information may apply unless the customer (client) expressly objects to this within three days of receipt. The conversation records, as well as the response thereto (objection), may be delivered in writing or online (email), with the date of receipt being definitive.

g-tec europe GmbH remains bound to the agreed prices for the first three months after contract conclusion. Thereafter, it reserves the right to charge a surcharge to cover any external material procurement costs, wage and salary increases, increases in energy costs, and any other unforeseeable costs which end up being necessary to manufacture the contractual object. This only applies in the event g-tec europe GmbH's contractual service cannot be manufactured or completed three months after contract conclusion due to reasons beyond g-tec europe GmbH's control, or the contractual term is longer than three months. At the customer's (client's) request, g-tec europe GmbH must also provide suitable proof – including in writing – regarding the calculation of the relevant surcharges/increases.

Based on this, the data/information or associated documents underlying the offer are not classified as exclusively definitive, but are instead only reference points, unless expressly recognised and/or labelled as binding by g-tec europe GmbH. Designs, cost quotes, drawings and other rights, particularly all intellectual property rights (copyrights, trademark rights, patent rights etc.) manufactured and/or created by g-tec europe GmbH and/or which are the sole property of g-tec europe GmbH and/or for which g-tec europe GmbH holds licensing rights must not be made accessible to any third party by the customer (client) and/or be used and/or processed and/or redesigned and/or modified unless g-tec europe GmbH has granted the customer (client) relevant rights to this as part of the contractual agreements.

3. Performance

g-tec europe GmbH assumes that the materials, documents and information provided to g-tec europe GmbH by the customer (client) for performance are usable, of flawless quality, and free of any third-party rights. If this is not the case, and a third party raises claims against g-tec europe GmbH for breach of rights, the customer (client) commits to exempting g-tec europe GmbH from any liability. This also includes the bearing of all costs which g-tec europe GmbH may incur as a result of the breach of third-party rights.

In the event the documents and materials provided by the customer (client) cannot be used for contractual performance, g-tec europe GmbH is entitled to remake and improve these documents, thereby ensuring fulfilment of the contractual performance. In this case, g-tec europe GmbH commits to informing the customer (client) beforehand in writing or online (email), and also advising the anticipated costs necessary to remake or improve the documents and materials provided. If, after three days, the customer (client) has not expressed its objection to g-tec europe GmbH's belief that the provided documents and materials need to be remade or improved, g-tec europe GmbH is entitled to arrange for this to be done at the customer's (client's) expense. The relevant costs are charged based on time and quantities.

Data carriers or similar materials sent to g-tec europe GmbH as the basis for production are also considered templates. Final drafts, version information, dimensions and colour samples/data provided to g-tec europe GmbH by the customer (client) are binding for g-tec europe GmbH, and may only be modified and/or changed if the customer (client) requests and modification and/or change beforehand, and commissions g-tec europe GmbH to do this.

The contractual agreements/offer confirmed by the customer (client), the written order confirmation from g-tec europe GmbH, and the additional services agreed on with the customer (client) during performance, together with the desired changes, determine the scope of the delivery. Sub-agreements and changes require written confirmation from g-tec europe GmbH in order to be deemed valid.

g-tec europe GmbH's services are performed in customary quality, in accordance with the latest technical standards. If the customer (client) does not stipulate a shipping method, g-tec europe GmbH is entitled to determine and select this at its own discretion. If there is no contractual agreement regarding shipping costs, these must be borne by the customer (client).

4. Price and payment

g-tec europe GmbH prices are non-binding and subject to change. The prices stated in the orders issued by g-tec europe GmbH are only legally binding once confirmed in writing by g-tec europe GmbH or bindingly agreed on in a contractual document. Goods delivery or post-delivery billing is also considered an order confirmation. Packaging and freight costs may be charged separately by g-tec europe GmbH.

The customer (client) must also pay the legal VAT.

Unless otherwise agreed, g-tec europe GmbH invoices are payable in full within 20 days of the invoice date. For net order volumes of € 25,000.00 and over, 50% is payable in full immediately upon order placement/contract conclusion and 50% in full 20 days after the invoice date. The customer (client) may only offset this against a counterclaim if its counterclaim has been expressly acknowledged in writing by g-tec europe GmbH beforehand, or has been legally established. For the rest, offsetting is not permitted. Withholding rights as per Section 273 of the German Civil Code (BGB) are also excluded.

If, after receipt of invoice, the customer (client) declares it will not make a payment, the charged amount becomes payable immediately.

In the event of payment default, g-tec europe GmbH is entitled to charge a default interest of 9% above the basic rate p.a. on the gross outstanding invoice amount. This does not affect the right to assert further default damages incurred by g-tec europe GmbH.

5. Delivery

Stated completion dates and/or delivery periods/dates are approximate, and are not classified as fixed dates on which the owed service is to be rendered by g-tec europe GmbH, unless a completion date and/or delivery period/date has been expressly guaranteed and confirmed by g-tec europe GmbH. In the event g-tec europe GmbH has guaranteed/confirmed fixed delivery periods and/or dates to the customer (client), and these dates elapse, g-tec europe GmbH is only obliged to compensate the customer (client) for the resulting delay and/or infeasible delivery/service if g-tec europe GmbH can be accused of being at fault. g-tec europe GmbH cannot be held liable if a subcontractor working for it does not render its contractual service properly and/or on time, and this cannot be attributed to g-tec europe GmbH's fault in any way. g-tec europe GmbH similarly cannot be held liable for any cases of force majeure.

If g-tec europe GmbH has guaranteed a set completion date and/or delivery date/period, it must only uphold this if the customer (client) has duly complied with all documents, permits, approvals, concepts, plans and drafts, as well as owed and agreed payments, necessary to execute the order. If not, it is established from the outset that g-tec europe GmbH shall not be held responsible for any unmet guaranteed completion dates and/or delivery times/dates.

Order execution and contractual performance are subject to the customer's (client's) creditworthiness, willingness to pay, and solvency. In this respect, the customer (client) is obliged, before final order placement, after contract conclusion, and as part of contract execution, to immediately and truthfully inform g-tec europe GmbH of any noticeable and traceable factors which may negatively impact on the customer's (client's) creditworthiness, willingness to pay, and solvency. In this case, g-tec europe GmbH is then entitled to immediately cease/withhold its contractual service, and the customer (client) obliged to reimburse g-tec europe GmbH for the services rendered to date. Alternatively, g-tec europe GmbH is also entitled to ask the customer (client) for appropriate collateral. This collateral may either be provided in the form of a bank guarantee from a major German bank, credit union or public savings banks based in the European Union, or through a guarantee from another third party who, after an assessment by g-tec europe GmbH, is deemed solvent. Alternatively, g-tec europe GmbH may ask for a security deposit, meaning the customer (client) must pay the outstanding order value into a trust account held by a lawyer and/or notary appointed by g-tec europe GmbH, provided that the payment is and may only be made to g-tec europe GmbH by the notary and/or lawyer acting as trustee if the contractual product/service has been created in full and delivered to the customer (client). In the event such a security deposit is not provided, g-tec europe GmbH is entitled to exercise a withholding right for the additional contractual services, even after a suitable security deposit has been requested.

If g-tec europe GmbH performs contractual services based on diagrams and/or other information/specifications provided by the customer (client), it cannot be held liable if these have been duly performed as specified, but the customer (client) notices after completion that its diagrams and/or information/specifications were incorrect and not suitable for performing the desired contractual work.

6. Transfer of risk; notification of defects

The risk associated with the contractual performance is transferred to the customer (client) by no later than the delivery/handover of the contractual service. If said delivery/handover is not possible because the customer (client) does not provide a recipient address and/or for other reasons within the customer's (client's) responsibility which prevent g-tec europe GmbH from shipping/handling the contractual products/services over to the customer (client), the risk is transferred to the customer (client) upon notification that said products/services are ready for shipment/handover and that g-tec europe GmbH is ready and willing to ship/hand over. If deliveries made to the customer (client) prove to contain defects, these must be immediately, i.e. within five days of delivery and/or handover to the customer (client), reported to g-tec europe GmbH in writing, otherwise the contractual product/service shall be deemed flawless. In the event defects are reported, they must be specified in detail by the customer (client) so that g-tec europe GmbH can respond immediately and appropriately. If no such specific defect notification is issued, the reporting right is forfeited, resulting in the contractual product/service being classified flawless.

7. Retention of title

g-tec europe GmbH reserves the right to ownership of the contractual goods and services until full payment of the owed and charged receivable resulting from the business relationship with the customer (client). g-tec europe GmbH is entitled to insure the reserved contractual goods and services against theft, breakage, fire, water and other damages at the customer's (client's) expense, unless the customer (client) can prove it has taken out the relevant insurance itself. This retention of title also applies to processed goods. For the rest, the power of disposal is subject to the validity of the extended all-monies retention of title, which is hereby also considered as having been established.

8. Warranty for delivery and service defects

The customer (client) is obliged to immediately examine the delivered goods/services for defects. Please refer to point 6.

Following a prompt, appropriate complaint from the customer (client), all parts or services which, due to circumstances existing at the time of risk transfer, particularly incorrect construction, poor material or defective design, are unusable or whose usability is significantly restricted, must be repaired free of charge, starting from the day of risk transfer. These defects must be immediately reported in writing to the contractor (g-tec europe GmbH) by the deadlines stated in point 6 of these terms and conditions. g-tec europe GmbH is also granted the right to two repair attempts. If this is not possible, g-tec europe GmbH is instead entitled to arrange reproduction and re-delivery in order to remedy the customer's (client's) justified, punctual complaints.

The client (customer) must uphold its contractual obligations, particularly the agreed payment conditions. If a defect is reported duly and promptly, is uncontested and acknowledged by g-tec europe GmbH, the client payments may be withheld to an appropriate extent.

The client (customer) must grant the contractor (g-tec europe GmbH) the time deemed necessary to repair the defect. If it refuses to do so, the contractor (g-tec europe GmbH) is not obliged to perform the warranty work. If, following correct, prompt, justified defect notification, the contractor (g-tec europe GmbH) does not repair a defect as stated above, or allows a set extension period to elapse, or the two attempts at repairs or the redelivery/reproduction do not result in a flawless contractual service, the client (customer) may legally demand cancellation of the contract (rescission) or a reduction in remuneration.

The client's (customer's) right to assert warranty claims expires in all cases within 12 months, subject to correct, prompt reporting of the defect to g-tec europe GmbH (point 6), unless a mandatory legal regulation stipulates a longer period, which would then be applicable. The client (customer) and contractor (g-tec europe GmbH) can also arrange, in writing, for the limitation period to be extended, though this will only take effect if agreed on before it expires. The defect warranty does not apply to natural wear and tear, or to damages caused after the risk transfer as a result of incorrect or negligent handling, overuse, unsuitable equipment (software and hardware), or non-contractual chemical, electrochemical or electric factors.

Changes made incorrectly by the client (customer) or third parties, or repair work performed independently without the contractor's consent, release g-tec europe GmbH from any liability for the resulting damages, and from its obligation to render any other warranty work.

The warranty period for repairs, replacement deliveries or replacement services is 12 months, starting from the date of correct, prompt defect reporting to g-tec europe GmbH.

The above clauses on warranty periods do not apply if the legal regulations stipulate mandatory longer periods.

The client (customer) cannot raise any further claims against the contractor (g-tec europe GmbH), particularly not for compensation of damages not caused to the contractual/service object itself (so-called consequential damages), insofar as this is permitted by law. This shall not apply if g-tec europe GmbH can be accused of, and is proven to have been, acting deliberately, or the contractual service does not display the guaranteed properties and this has not been repaired/replaced, resulting in damage to the client (customer). Please also refer to point 11 of these terms and conditions in this respect.

A warranty is only provided for used machinery, goods and services if this has been agreed on in writing. Otherwise, no warranty is issued – insofar as this is permitted by law.

9. Copyrights, usage rights

Unless otherwise agreed, all rights remain with the creator/rights-holder. Changes/amendments/processing/granting of rights etc. require consultation with and the written approval of the rights-holder. Ideas, tests, graphic work, photos etc. provided by g-tec europe GmbH may only be used to create the contractual concept/product, and does not result in further rights being granted to the client. Any differing or extended usage of rights, as well as forwarding to third parties, is prohibited, and may lead to claims for default, plus all associated ancillary claims (information, compensation etc.).

10. Other compensation claims

No compensation claims may be raised against the client or contractor, regardless of the breach of obligation, including unauthorised action, unless these involve deliberate intent or gross negligence.

In the event major contractual obligations are breached, the client and contractor are also liable for any negligence, albeit only up to the amount of the foreseeable damage. No claims may be raised for lost profit or saved expenses, claims resulting from third-party compensation claims, or claims for other direct or indirect consequential damages unless a quality feature guaranteed by a party seeks to protect the other party from such damage.

These and other liability limits do not apply to claims arising due to deliberate, malicious conduct by a party, claims/liabilities for the absence of guaranteed quality information/features, claims based on the Product Liability Act, or compensation claims for death, physical injury or

harm to health.

Both contractual parties bear their own liability in relations with third parties. If a contractual party is found to bear sole fault, it exempts the other party.

11. Jurisdiction

The legal relationships between the client and contractor shall be governed by federal German law. Nuremberg is the place of performance. If the client is a merchant, public legal entity, or special fund under public law, the sole place of jurisdiction for all disputes arising directly or indirectly from this contract shall be Nuremberg.

12. Binding nature of the contract, miscellaneous, written form clause

If certain clauses become legally invalid/infeasible, this shall not affect the validity of the rest of the contract or these terms and conditions. In this case, the parties commit to establishing a legally valid clause/agreement coming as close as possible to the purpose of the original invalid/infeasible clause and the parties' intentions. Changes made to this contract must be done so in writing. This also applies to the waiver of this written form requirement.

Nuremberg, 1/8/2015