

General Business and Delivery Terms
of Just Normlicht GmbH Vertrieb+Produktion

Art. 1 Scope

1. Our general business conditions apply exclusively. They apply to business people (§ 14 German Civil Code), legal entities under public law and special funds under public law.

Different general business conditions are not acknowledged by us, unless we would have approved their application in writing. Our general business conditions also apply when we execute delivery without reservation to the customer while being aware of the customer's different business conditions.

2. These conditions also apply to all future business relationships, even when they have not been mentioned expressly in agreements.
3. All agreements, which involve this contract, are to be recorded in writing. This applies, in particular, to the takeover of guarantee bonds and to the cancellation of the written form requirement.
Oral agreements are void.

Art. 2. Bids, contract conclusions, subject matter of contract

1. Our bids are subject to confirmation. We can accept contract bids within four weeks.
2. The documents belonging to the bid, such as copies, dimension and weight information, etc. are only relative, in so far as they are not expressly designated as binding.
3. Information and illustrations in our catalog are non-binding.
4. We reserve the right to make construction changes at any time. However, we are not obligated to make and/or to have made such changes to products that have already been delivered.
5. Statements of our representatives and field staff require our confirmation to be effective.
6. Oral subsidiary agreements are not made. Assurances are not made by us.

Art. 3 Prices, payment conditions, prepayment, right of withdrawal, default, withdrawal, right of retention, offset, counterclaim, ban of assignment

1. In so far as nothing else results from the order confirmation, all prices ex works apply, exclusive of freight, insurance, tolls, stipulated installation, etc. plus the currently valid VAT.
The choice of mode of dispatch is determined by us to the best of our knowledge, but without assumption of an obligation, when there are no special instructions of the customer.
2. For orders, the price list valid on the day of the order. If installation, assembly or start-up is stipulated, then the rates valid on the day of the order also apply. We reserve an appropriate price adjustment when there are material price or wage increases and/or decreases after the conclusion of the contract, which we demonstrate to the customer upon request.
3. Additional charges as a result of a specific mode of dispatch desired by the customer in deviation from No. 1 are calculated.
4. In so far as nothing else results from the order confirmation, payment must be made within 30 days after issue of the invoice without discount. When there is payment receipt within 8 days after issuing of an invoice, a 2 % discount is allowed.
5. We are not obligated to accept payment by check or note. If we do accept such, this takes place for processing only.
6. If circumstances become known to us after conclusion of the contract, which place the creditworthiness of the customer in question, in particular if a check is not cashed, a note is disputed, payments are discontinued or default of payment occurs, then we are entitled to render the entire remainder of the debt, even from other invoices, due for payment, even when checks or notes were accepted. In this case, the documents are given back when there is immediate payment.
7. When, after conclusion of the contract, a fundamental change develops in the financial circumstances of the customer, which jeopardizes our claim for return service, or when such a customer circumstance existed at the point in time of the contract conclusion, but was first known after the event, we can refuse our goods and services up to the effectuation of the return service. This applies, in particular, to cases, in which there are unsuccessful enforcement measures, note protest, check protest, individual insolvency application, moratorium attempts, liquidation or the like. In these cases, we can set a period for the customer for the provision of the return service or for the collateral security. If, under the aforementioned conditions, the return service or security is not furnished despite the deadline, we have a right of withdrawal.
8. If the customer defaults, then we are entitled, if a grace period is not superfluous according to law, to take back the goods after

expiration of a grace period set by us, and if necessary to enter the operation of the customer and take away the goods. We can also ban the removal of the delivered goods.

9. If delivered goods are taken back by us, then these goods are credited to the customer irrespective of the assertion of additional damage replacement claims with an appropriate discount and credited to our open claim. The customer retains the right to prove a decrease in value in the individual case.
10. Our claims can only be settled by recognized claims or claims established through legal judgment. The counterclaim is excluded. The customer is only authorized to claim a right of retention, in so far as his counterclaim is based on the same contractual relationship.
11. Field staff (representatives, etc.) are not authorized for collection. Payments may be made exclusively to the Just Normlicht GmbH, Sales + Production. Claims against Just Normlicht GmbH, Sales + Production can not be to a third party.
12. In accordance with the provisions of the Electrical and Electronic Equipment Act, for the disposal of old electrical and electronic equipment and of the JUST fluorescent lamps, our withdrawal of the products, according to the provision of the Electrical and Electronic Equipment Act, takes place exclusively in that the customer returns the equipment at his own cost to Just Normlicht GmbH in Germany or a place named by Just Normlicht GmbH for the withdrawal/takeover.

Art. 4 Release from obligation to perform, delivery time, partial delivery, right of withdrawal, damages caused by delay

1. Timely and correct delivery remains reserved, in so far as we have not assumed a guarantee for a contractual performance, and inasmuch as we have assumed no procurement risk.
2. The beginning of the delivery time indicated by us assumes the clarification of all technical questions. Partial deliveries are permitted in so far as they are reasonable.
3. We are not responsible for delays in delivery due to force majeure or other circumstances that are not our fault, in particular traffic hold-ups and disturbances in operation, strikes, lockouts, lack of raw materials or war, in so far as we have assumed no guarantee for a contractual performance and in so far as we have assumed no procurement risk. In this case, if we can not deliver within the stipulated delivery time, then the delivery time is extended accordingly. If, in this case, an obstacle exists to delay beyond the appropriately lengthened delivery period, we are entitled to withdraw from the contract.
4. If we cannot comply with the stipulated delivery period, the customer is obligated to clarify, at our request, within an appropriate period, whether he continues to insist on the delivery. If he does not explain, then we are entitled, after expiration of an appropriate period, to the withdrawal from the contract and/or to the contract cancellation.
5. If we default, then the following applies:
a. If there is a firm deal or the customer can claim that his interest in the fulfillment of the contract is discontinued or if the default is based on a deliberate breach of contract by one of us, our representatives or our assistants, then we are liable for damages caused by delay according to legal provisions. In the case of a breach of contract caused by our gross negligence, our liability for damages caused by delay is limited to the foreseeable, typical damage.
b. If we, our representatives or our assistants have violated an essential contractual obligation and there is no circumstance of liability according to the legal provisions in the sense of Letter a., then our liability for damages caused by delay is limited to the foreseeable, typical loss.
c. In other cases, our default liability is limited to a maximum of 5 % of the delivery value.
d. Miscellaneous legal claims of the customer are not excluded by this.
e. A reversal of the burden of proof is not connected to the prior regulations.

Art. 5. Risk transfer

In so far as nothing else results from the order confirmation, delivery is stipulated „ex works“. Shipping always takes place at the risk of the customer, even with delivery by another place than the place of fulfillment – and with carriage free consignment and/or consignment through one's own people or vehicles.

Art. 6. Claims for defects

1. If there is a defect, we are to define the type of the supplementary performance while considering the type of the defect and the authorized interested of the customer. A supplementary performance

gilt is considered to be a failure in these contracts after the third unsuccessful attempt. (This number does not apply in the case of recourse in accordance with § 478 GERMAN CIVIL CODE)

2. In the case of supplementary performance when there are defects, we are only obligated to bear the necessary expenses for this, in particular transport, shipping, work and material costs, if these are not increased when the object was transferred to another location than the registered office or the commercial branch of the customer, to which it was delivered. (This number does not apply in the case of recourse in accordance with § 478 GERMAN CIVIL CODE).

3. The claims for defects of the customer including the claims for damages become time-barred in a year. This does not apply in the case of recourse according to § 478 GERMAN CIVIL CODE; this also does not apply in the cases of §§ 438 Sec. 1 No. 2 GERMAN CIVIL CODE as well as of the § 634 a Sec. 1 No. 2 GERMAN CIVIL CODE. This also does not apply to claims for damages due to damage to life, limb or health or due to a grossly negligent or deliberate breach of duty by us or our assistants.

Art. 7. Liability for damages

1. In the event of our liability for damages, the following applies:

a. If the claims are based on a deliberate breach of duty by us, our representatives or our assistants, we are liable for damages in accordance with the legal provisions. If the claims are based on a grossly negligent breach of duty by us or our representatives or assistants, then the liability is limited to the foreseeable, typical loss.

b. Unless we or our representatives or assistants have culpably violated a basic contractual obligation or a cardinal obligation and there are no liability circumstances according to the legal provisions in the sense of Letter a., the liability is limited to typical, foreseeable loss.

c. In so far as nothing else is defined under a. and b., our liability is excluded to damages.

2. The liability exclusions and restrictions under No. 1 also apply to other claims, in particular tortious claims or claims for replacement of futile expenses instead of the service.

3. The liability exclusions and limitations under No. 1 do not apply to any existing claims in accordance with §§ 1, 4 of the Product Liability Act or due to culpable injury to life, limb or health. They also do not apply, as far as we have assumed a guarantee for the condition of our goods or a contractual performance or a procurement risk and the guarantee has not set in or the procurement risk has not been put into effect.

4. In so far as our liability is excluded or limited, this also applies to the personal liability of our employees, jobholders, staff members, representatives and assistants.

5. A special regulation in Art. 4 No. 5 exists for damages caused by delay.

6. A reversal of the burden of proof is not connected to the prior regulations .

Art. 8. Supplementary and discrepant regulations in international contracts

1. If the customer's branch is outside of the Federal Republic of Germany, then the following regulations apply:

a. In place of Art. 3 No. 1 and Art. 5 of these general business conditions, the following applies: with international contracts, EXW Incoterms 2010 is stipulated.

b. We are not liable for the admissibility of the assumed use of the delivered object according to the contract in accordance with the provisions of the recipient country. We are also not liable for taxes occurring there.

c. We are not liable for obstacles to delivery caused by national measures, in particular import or export restrictions.

d. We are not liable for functional disturbances, which are not due to defects of the delivered units, but can be traced back to irregularities at the location of the assembly (e.g., with the power supply of these units).

2. If the customer's branch is outside of the Federal Republic of Germany and the UN Convention on Contracts for the International Sale of Goods (Vienna Convention on Contracts for the International Sale of Goods) in its currently effective version applies, then the following regulations also apply:

a. Contract changes or cancellations must be in writing.

b. In place of Art. 6 and 7, the following applies:

aa. We are liable to the customer for damages in accordance with the legal provisions only, in so far as a breach of contract is based on a deliberate or grossly negligent breach of contract made by us, by our representatives or assistants. We are also liable according to the legal provisions, in so far as we violate a basic contractual obligation.

The prior liability limitation does not apply to any existing claims according to §§ 1, 4 of the German Product Liability Law or to claims due to damage to life or limb of a person caused by the goods.

bb. If purchase items delivered are contrary to contract, then the customer is entitled to the right to contract cancellation or compensation delivery only when claims for damages against us are excluded or it is unreasonable for the customer to salvage the goods contrary to contract and to claim the remaining loss. In these cases, we are initially entitled to defect removal. If the defect removal fails and/or it leads to an unreasonable delay, then the customer is entitled at his discretion, to declare cancellation of the contract or request replacement delivery. In this connection, the customer is also entitled, when the defect removal causes an unreasonable unpleasantness or uncertainty, to insist on the reimbursement of any expenses of the purchaser.

cc. The claims for defects of the customer become time-barred in a year.

Art. 9 Retention of title security

1. The right of ownership to the delivered goods remains reserved up to the receipt of all payments from the contract, with the existence of an ongoing business connection up to the receipt of all payments from this. This also applies when our claims were included in an ongoing invoice and the current balance is calculated and acknowledged as well as for future claims.

2. The customer is obligated to handle the delivered goods carefully, in particular to store them professionally; he is also obligated to insure them adequately at replacement value at his own expense against fire, water and theft loss.

3. With attachments and other third party interventions, the customer must notify us immediately in writing for the protection of our rights (e.g., lawsuit from § 771 Code of Civil Procedure). If the third party is in the position to reimburse us for the judicial or extra-judicial costs of a lawsuit in accordance with § 771 Code of Civil Procedure, the customer is liable for the deficit accruing to us.

4. The customer is entitled to resell and to use delivered goods in the orderly course of business; however, he now assigns to us all claims, which have developed for him from the resale against his acceptor or third party, in the amount of the value of the retained goods, and indeed independent of whether the delivered goods have been resold without or after processing. The value of the retained goods is considered to be the invoice end amount stipulated with us (including VAT). If the resold retained goods are jointly owned, then the assignment of the claims is extended to the amount, which corresponds to our share in the co-ownership. The customer is not entitled to other resale of the goods, in particular to hypothecation or chattel mortgage.

5. The customer also remains authorized for the collection of the claim from the resale after the assignment. Our authority to collect the claim itself remains unaffected by this. However, we are not obligated to collect the claim, as long as the customer meets his payment obligations from the revenues collected, is not in default of payment and in particular, when there has been no application for opening of an insolvency proceeding or cessation of payment. However, if this is the case, we can request that the customer makes known to us the assigned claims and their debtors, all of the required information for collection, hands over the associated documents and notifies his debtor of the assignment.

6. The processing or alteration of the delivered goods by the customer is always done for us. The expectant right of the customer to delivered goods continues for the remodeled object. If the delivered goods are reprocessed with other objects not belonging to us, then we acquire co-ownership to the new object in relationship to the objective value of the delivered goods to the other processed objects at the time of the processing. The same applies to the object developed through processing as for the delivered goods under reserve.

7. If delivered goods are inseparably mixed, mingled or connected with other objects not belonging to us, then we acquire the co-ownership to the new object in relationship to the objective value of the delivered goods to the other objects at the point in time of the mixture, mingling or connection. If the process is carried out where the object of the customer is viewed as the main object, it is herewith stipulated that the customer transfers co-ownership to us on a prorated basis and preserves the single or co-ownership for us free of charge.

8. The customer also assigns to us those claims for the security of our claims against him in the amount of the value of the retained goods with all ancillary rights and priority ranking, which have

accrued to him through connection of the retained goods as an essential component of a property, ship, ship construction or aircraft of another against a third party.

Art. 9 No. 4. P. 2 and 3 apply accordingly.

9. The customer also assigns to us those claims for the security of our claims against him in the amount of the value of the retained goods with all ancillary rights and priority ranking, which he acquires in a third party in the resale of his own property, ship, ship construction or aircraft, where he has connected the retained goods as an essential component.

Art. 9. No. 4. P. 2 and 3 apply accordingly.

10. We are obligated to release the securities owed to us upon request of the customer in so far as the realizable value of our securities exceeds the claims to be secured by more than 10 % or the nominal value by more than 50 %; the selection of the securities to be released is incumbent on us.

Art.10. Applicable law, place of fulfillment, jurisdiction

1. The laws of the Federal Republic of Germany shall apply exclusively with the exception of the UN Sales Convention (CISG). The applicability of the UN Sales Convention (CISG) is expressly excluded in this contract.

2. The place of fulfillment for all goods and services from this contract is D-73235 Weilheim/Teck.

3. With contracts with business people, legal entities under public law, special funds under public law and with foreign persons, who have no domestic jurisdiction, the jurisdiction is 73235 Weilheim/Teck. We also reserve the right to sue at the registered office of the customer.

Art. 11. Miscellaneous

If a provision of this contract should be or become invalid, the validity of the other provisions of this contract is not affected by this. In this case, the parties are obligated to replace the invalid provision with a provision, which corresponds commercially to that which the parties would have stipulated, if they had been aware of the invalidity.

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