

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Applicability

These General Terms and Conditions of Sale shall govern all sales of products from Helvar Oy Ab and its subsidiaries, affiliated companies, branches, other companies which belong to the same group of companies, distributors and agents (the "seller") to any buyer.

These General Terms and Conditions of Sale shall not override individual terms and conditions expressly agreed between the parties in any particular written sales contract.

The seller reserves the right to modify these General Terms and Conditions of Sale at any time.

### 2. Sales Orders

The buyer shall place written orders for the products with the seller. Orders shall be binding on the seller only if accepted in writing by the seller. The seller may either accept or reject the buyer's order.

### 3. Product Information

Samples of products are submitted only as indicative of the class, size or colour of products. Any measurements of size, weight or finish of products are approximate only and may vary.

Catalogues, brochures and price lists are intended for general guidance only and do not form part of any sales contract.

The obtaining of any legal authorisation, permit or similar for the installation of the products shall not be the responsibility of the seller.

Specially designed drawings or plans provided by the seller shall be checked for accuracy and suitability by the buyer. Unless specifically informed otherwise, the drawings or plans are deemed accepted.

### 4. Guarantee

The seller's liability for defects in the products shall be limited to the terms of this guarantee.

The guarantee covers defects in materials or workmanship. The seller shall not be liable for defects due to natural wear and tear, damage in transport, faulty use, maintenance, storage or any other circumstances beyond the seller's immediate control.

The guarantee is valid provided that the product has been used and installed according to given instructions and existing regulations. The guarantee ceases immediately if anybody other than a person authorised and approved by the seller repairs, changes or opens the product.

This guarantee is valid as follows ("Guarantee Period"):

- (a) For indoor LED drivers and electronic ballasts having an expected and declared life time of 50.000 hours or more: 60 months from date of manufacture;
- (b) For magnetic ballasts for FL-lamps: 60 months from date of manufacture;
- (c) For sensor products designed to be inbuilt to luminaires: 60 months from date of manufacture.
- (d) For indoor LED drivers and electronic ballasts having an expected and declared life time of less than 50.000 hours: 36 months from date of manufacture;
- (e) For outdoor LED drivers: 36 months from date of manufacture;
- (f) For magnetic ballasts for HID-lamps: 36 months from date of manufacture;
- (g) For ignitors: 36 months from date of manufacture; and
- (h) For other lighting control products: 24 months from date of dispatch;
- (i) For LED modules (excluding COB): 60 months from date of manufacture;
- (j) For COB: 24 months from date of manufacture.

All defects shall be notified to the seller in writing within 14 days from the date of delivery or, if the defect could not have been discovered through a careful inspection of the product, immediately after discovery of the defect and in no event later than the expiry of the relevant Guarantee Period. The seller reserves the right to make the final decision regarding claim validity.

The seller's liability for defects shall be limited to the repair or replacement of the defective product within a reasonable time at the seller's premises, and shall not extend to any on-site work or any parts, components or systems other than the defective part itself. Shipment charges to and from the seller shall always be borne by the buyer.

Should the seller fail to repair or replace the defective product within a reasonable time, the seller shall refund to the buyer the purchase price paid by the buyer for such defective product, in whole or in part depending on the nature of the defect. No refund shall be payable with respect to the price of other parts, components or systems that may include, or may have been sold to the buyer in connection with such defective part.

The terms of the guarantee set forth in this section 4 shall apply to LED Modules, with the exception that LED Modules shall be considered defective only if the components (e.g. connector, lens, PCB) do not fulfil the specifications set forth in the sales contract or if the photometric performance of the LED Module is as follows:

- i. Modules: if any array luminous flux of two or more LEDs is zero; and
- ii. COBs: if the luminous flux is zero.

The evaluation method for the luminous flux shall follow the LM79 standard.

All undertakings, warranties, conditions, liabilities and remedies relating to any qualities or defects in the products other than those expressly contained herein above are expressly excluded. In particular, any implied warranties and conditions of merchantability and fitness for a particular purpose are expressly disclaimed.

### 5. Prices

The products shall be considered sold at the seller's prices and payment terms prevailing at the time of the seller's order confirmation or any other written acceptance of order.

Unless otherwise specified by the seller, all prices quoted are ex works (seller's named place, Incoterms 2010) and exclude the cost of packing. Any applicable value-added tax, duties or other public charges paid or payable by the seller shall be added to the price and shall be paid or reimbursed by the buyer.

Firm price quotations are valid for a period of one month only from the date of quotation.

The seller reserves the right to increase any agreed prices in the event of increases in value-added tax, customs duties, or other public charges. The seller shall also have the right to increase prices because of changes in the exchange rate for the currency in which the prices have been determined or because of changes in prices of raw materials or components used in the manufacturing process of the products.

### 6. Terms of Payment

The seller shall, at its discretion, always be entitled to demand payment in advance. Where the seller has granted the buyer a credit facility, terms of payment are thirty (30) days net from date of invoice, unless otherwise agreed in writing. The buyer agrees to settle the seller's invoice in full without any deductions or set-offs. All crediting shall be issued by the seller.

The seller reserves the right to withdraw or modify credit facilities at any time by written notice to the buyer.

### 7. Delayed Payment

When payment of any of the seller's invoices is overdue, the seller may suspend the contract to which the invoice relates and any other contract then subsisting between the seller and the buyer. The seller may suspend all deliveries under the contract to which the invoice relates as well as under any other contractual relationship between the parties. No deliveries will take place if invoices are overdue.

Interest on overdue amounts shall accrue without notice at the statutory rate prevailing in the seller's country.

If the seller is required to bring legal action for collecting overdue accounts the buyer agrees to pay the seller's reasonable attorney fees and legal costs.

### 8. Delivery of Products

The seller will deliver products in such full packages and in minimum quantities as determined by the seller. Unless expressly stated otherwise in writing, the seller will add a surcharge of EUR 100 for deliveries specified by the buyer in value under EUR 2000 (excluding VAT).

Unless otherwise specified by the seller, the products shall be delivered ex works (seller's named place, Incoterms 2010) as stated in the seller's acceptance of order unless specifically agreed otherwise between the parties in writing. Any dates quoted for delivery of the products are approximate only.

The seller reserves the right to make partial shipments and to make deliveries by or through its subsidiaries, affiliated companies, branches, other companies which belong to the same group of companies, distributors and agents.

If the buyer fails to take delivery of a project order or a delivery of products produced, programmed or assembled for the buyer or if such delivery is otherwise postponed for reasons owing to the buyer, the seller has the right to invoice the products according to the original delivery date. The risk of loss or deterioration shall pass to the buyer on the original delivery date. Seller shall be entitled to full compensation for damages incurred due to the postponement as well as other rights or remedies available under the applicable law.

#### **9. Liability for Delay**

The seller shall be liable for delays in the delivery of the products only if, and to the extent that, all of the following conditions are fulfilled:

- (a) A fixed delivery date has been expressly agreed upon in writing between the parties.
- (b) The delay exceeds the agreed date with a minimum of three weeks, and
- (c) It is established that the delay is caused by the seller's negligence.

Damages, if any, payable to the buyer for delays in the delivery of the products according to the above shall be equal to the losses actually sustained by the buyer. However, the damages shall in no event exceed 0.5% per week of the price allocated to the delayed portion of the delivery, and in no event shall the total amount of such damages exceed 5% of such price. The term "week" as used above shall mean subsequent periods of seven days immediately following the expiry of the three-week period referred to in (b) above.

If the delay exceeds three months from the agreed date, the buyer shall have the right to cancel the purchase of the delayed portion of the delivery. Apart from such cancellation and the damages specified above, the buyer shall have no other remedy, and the seller shall have no liability, for any delay or any failure by the seller to deliver the products.

If the seller cancels the delivery at the latest four weeks before the agreed date, no damages or any other compensation shall be payable to the buyer.

If the seller cancels the delivery later than four weeks before the agreed date, damages, if any, payable to the buyer for non-delivery of the products shall be equal to the losses actually sustained by the buyer. However, the total amount of such damages shall in no event exceed 5% of the price allocated to the non-delivered products. The buyer is entitled to damages for delay in accordance with the second paragraph of this section. However, the total amount of all damages payable to the buyer in case of delay and non-delivery shall in no event exceed 7.5% of the price allocated to the delayed and non-delivered portion.

#### **10. Risk and Title**

The risk of loss or deterioration shall pass to the buyer immediately upon delivery.

Title to and ownership of the products shall pass to the buyer only upon seller's receipt of all payments due to the seller for the products delivered.

The buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the products that remain the property of the seller.

#### **11. Intellectual Property Rights**

The buyer acknowledges that all trademarks, trade names, patents, industrial designs, drawings, plans and other intellectual property, whether registered or not, as well as the seller's or its suppliers' know-how, relating to the products or provided by the seller are and shall remain, the exclusive property of the seller or its suppliers and shall not be used, distributed, licensed, disclosed or registered by the buyer or any third party without prior written consent from the seller.

#### **12. Confidentiality**

The buyer shall not use or disclose any of the seller's trade secrets or know-how relating to the products.

The buyer shall use confidential information exclusively for the purposes of these General Terms and Conditions of Sale or any sales contract and shall not disclose it to anyone. The buyer shall hold all confidential information with no less a degree of care as is used for its own confidential information and at least with reasonable care.

The undertakings contained in this section shall remain valid also after the expiration or termination of these General Terms and Conditions of Sale for any reason.

#### **13. Force Majeure**

The seller shall not be held liable for any failure to perform caused by reason of force majeure events or other circumstances or impediments beyond the seller's control. This shall include, but not be limited to industrial or labour disputes, riots, fires, floods, wars, embargoes, shortage of labour, raw materials, energy or

means of transportation, whether affecting the seller or any subcontractor, or for circumstances caused by reason of laws, regulations, orders or acts of any government or authority.

The buyer shall not be liable for failure to take delivery of the products if the buyer is prevented from doing so by unforeseen governmental import restrictions or similar force majeure reasons.

#### **14. General Limitations of Liability**

The liability, if any, of the seller for any damages shall always be limited to an amount equal to the price paid by the buyer for the product to which the damage relates. The seller shall in no event be liable for any special, incidental, indirect or consequential losses or damages such as loss of profits, loss of contract, damage to property, loss of use, purchase in replacement, or liabilities to third parties.

The limitations of liability shall apply to the fullest extent permitted by mandatory law, but shall, however, not apply (i) where the damages are caused by willful misconduct or gross negligence or fraud or fraudulent misrepresentation, or (ii) in respect of mandatory liability for personal injury or damage to property under EU product liability laws.

No action may be brought against the seller more than one year after the cause of action has occurred and in no case later than three years after the delivery of the products.

#### **15. Insolvency**

The seller shall have the right to terminate forthwith any and all sales contracts for any products that have not been delivered if the buyer becomes insolvent or bankrupt, makes arrangements with its creditors, or enters into liquidation or rearrangement of debts. In such cases also the price for all products delivered and work done shall become immediately due and payable.

#### **16. Applicable Law**

These General Terms and Conditions of Sale and all sales contracts shall be governed by and construed in accordance with the United Nations Convention on Contracts for the International Sale of Goods (1980) and the laws of the country of the seller. Notwithstanding the foregoing, when the seller is Helvar Ltd, all sales contracts shall be governed by and construed in accordance with the laws of England and Wales.

#### **17. Jurisdiction**

All disputes arising out of or in connection with these General Terms and Conditions of Sale and any sales contracts shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce in Helsinki, Finland. Notwithstanding the foregoing, when the seller is Helvar Ltd, all disputes arising out of or in connection with these General Terms and Conditions of Sale and any sales contracts shall be finally settled by arbitration in accordance with the Arbitration Rules of the London Court of International Arbitration in London, United Kingdom.

#### **18. Written Form**

Whenever a notice, acceptance, consent or other communication is required to be in writing according to these General Terms and Conditions of Sale, this requirement shall be considered fulfilled also when such communication is given or made by facsimile or electronic mail.

#### **19. Different Language Versions**

If there is a discrepancy between two language versions of the General Terms and Conditions of Sale, the English version prevails.

#### **20. Assignment**

The seller may assign its liabilities under these General Terms and Conditions of Sale to any of its subsidiaries, affiliated companies, branches, other companies which belong to the same group of companies, distributors and agents.

The buyer may not assign its liabilities under these General Terms and Conditions of Sale to any third party without prior written consent from the seller.

#### **21. Severance**

If any provision of these General Terms and Conditions of Sale is held to be invalid or unenforceable, it shall be deemed to be severed from these General Terms and Conditions of Sale and shall be of no force and effect and shall not affect the validity and enforcement of the remaining provisions of these General Terms and Conditions of Sale.