LIGHT MANUFAKTUR

# Terms of Service

**I. Validity**
The deliveries, services and offers of our company are made exclusively on the basis of these terms and conditions, we do not recognize conflicting or deviating terms and conditions of the customer, unless we have expressly - and in writing in individual cases - agreed to their validity. Actions to fulfill the contract on our part do not count as consent to contractual terms that deviate from our terms. These terms and conditions apply as a framework agreement for all other legal transactions between the contracting parties.

**II. Conclusion of contract**
A contract offer from a customer requires an order confirmation. The sending of the goods ordered by the customer also brings about the conclusion of the contract. If offers are addressed to us, the offeror is bound to a reasonable, but at least 8-day period from receipt of the offer.

**III. Price**
Unless otherwise expressly stated, all prices quoted by us are exclusive of applicable sales tax. The prices are to be understood as collection prices ex warehouse Gänserndorf/Lower Austria. If the wage costs change due to collective agreements in the industry or internal agreements or if other cost centers relevant to the calculation or costs necessary for the provision of services such as those for materials, energy, transport, external work, financing etc. change, we are entitled to increase or decrease prices accordingly. Point III applies to consumer transactions. Paragraph 1 does not.

**IV. Terms of payment, interest on arrears**
At least fifty percent (50%) of the fee is due upon conclusion of the contract and the remainder after delivery or completion of the service, unless otherwise agreed in writing. In the absence of any agreement to the contrary, our claims are to be paid step by step upon delivery of the goods. Discount deductions require a separate written agreement. In the event of a delay in payment, even with partial payments, any discount agreements shall become ineffective. Payments by the customer are only deemed to have been made when they are received in our business account. If the customer is in arrears with payment, we are entitled, at our discretion, to demand compensation for the damage actually incurred or interest on arrears at the statutory rate. In the event that the customer defaults in payment, our company is entitled to demand compound interest from the day the goods are handed over.

**V. Withdrawal from Contract**
In the event of default of acceptance (point VII.) or other important reasons, such as in particular bankruptcy of the customer or bankruptcy rejection for lack of assets, as well as default in payment by the customer, we are entitled to withdraw from the contract if it has not yet been completely fulfilled by both parties. In the event of withdrawal, if the customer is at fault, we have the choice of requesting a flat-rate compensation of 15% of the invoice amount or compensation for the damage actually incurred. If the customer defaults in payment, we are released from all further service and delivery obligations and are entitled to withhold outstanding deliveries or services and to demand advance payments or securities or to withdraw from the contract after setting a reasonable grace period.

If the customer - without being entitled to do so - withdraws from the contract or requests its cancellation, we have the choice of insisting on the fulfillment of the contract or agreeing to the cancellation of the contract; in the latter case, the customer is obliged to pay a lump-sum compensation of 15% of the invoice amount or the damage actually incurred, at our discretion. In the case of distance selling contracts (§§ 5a ff Consumer Protection Act), the consumer can withdraw from the contract within 7 working days, whereby Saturdays do not count as working days. The period begins on the day the goods are received by the consumer or, in the case of services, on the day the contract is concluded. It is sufficient to send the declaration of withdrawal within this period. If the consumer withdraws from the contract in accordance with this provision, he must bear the costs of returning the goods; if a loan was taken out for the contract, he must also bear the costs of the necessary certification of signatures and the charges (fees) for granting the loan. Withdrawal is not possible for services that are agreed to begin to be performed within 7 working days of the conclusion of the contract. Returns are only accepted in the original packaging, and the consumer is responsible for any damage during return transport.

**VI. Dunning and collection fees**

In the event of default, the contractual partner (customer) undertakes to reimburse the creditor for the dunning and collection fees incurred, insofar as they are necessary for appropriate legal prosecution, whereby he undertakes in particular to reimburse a maximum of the remuneration of the collection agency involved, which resulting from the ordinance of the BMWA on the maximum rates of debt collection agencies. If the creditor operates the dunning process himself, the debtor undertakes to pay an amount of EUR 10.90 per reminder and an amount of EUR 3.63 per half year for keeping the debt on record in the dunning process.

**VII. Delivery, transport, default of acceptance**

Our sales prices do not include costs for delivery, assembly or installation. On request, however, these services can be provided or organized by us against separate payment. The actual costs incurred for transport and delivery, together with an appropriate surcharge for administration costs, but at least the freight and carriage wages applicable or usual on the day of delivery for the selected mode of transport, will be charged. Installation work will be charged according to the time spent, with a man-hour rate customary in the industry being agreed. For deliveries outside the EU, the customer (importer) has to collect or pay the costs for customs duties and taxes himself. For customers from non-EU countries, we will inform you of the origin of the goods in order to collect the above-mentioned customs and tax calculations. If the customer has not accepted the goods as agreed (default in acceptance), we are entitled, after unsuccessfully setting a grace period, to either store the goods with us, for which we charge a storage fee of 0.1% of the gross invoice amount per calendar day or part thereof, or at our own risk and expense of the customer at an authorized trade. At the same time, we are entitled to either insist on fulfillment of the contract or, after setting a reasonable grace period of at least 2 weeks, to withdraw from the contract and to use the goods elsewhere.

**VIII. Delivery time**

We are only obliged to perform the service once the customer has fulfilled all of his obligations that are necessary for the performance, in particular has fulfilled all technical and contractual details, preliminary work and preparatory measures. We are entitled to exceed the agreed dates and delivery periods by up to two weeks. Only after this period has expired can the customer withdraw from the contract after setting a reasonable grace period.

**IX. Place of fulfillment**

The place of performance is the registered office of our company.

**X. Minor Changes in Performance**
If it is not a consumer transaction, minor or other changes to our performance or delivery obligation that are reasonable for our customers are deemed to have been approved in advance. This applies in particular to deviations caused by the matter.

**XI. 1 - Damages**
All claims for damages are excluded in cases of slight negligence. This does not apply to personal injury or, in the case of consumer transactions, to damage to items accepted for processing. The existence of slight or gross negligence, unless it is a consumer transaction, has to be proven by the injured party. If it is not a consumer transaction, the limitation period for claims for damages is three years from the transfer of risk. The provisions on damages contained in these terms and conditions or otherwise agreed shall also apply if the claim for damages is asserted in addition to or instead of a warranty claim. Before connecting or transporting EDP technical products or before installing computer programs, the customer is obliged to adequately back up the data stock already existing on the computer system, otherwise he has to bear responsibility for lost data and for all associated damage.
Subject to deviating regulations in the General Terms and Conditions, our liability for damage based on slight negligence and for all indirect damage is excluded, otherwise limited to the net order value.

**XI. 2 - In particular**
Our liability is excluded for damage caused by improper handling or storage, overuse, non-compliance with operating and installation instructions, incorrect assembly, commissioning, maintenance, servicing by the customer or third parties not authorized by us, or natural wear and tear, provided that this event is the cause of the damage was. There is also an exclusion of liability for the omission of necessary maintenance, unless we have contractually assumed the obligation to carry out maintenance. The lights may only be installed by authorized and competent persons. Unless otherwise specified by us, our LED products are designed for a working/ambient temperature of -20 degrees to +50 degrees and may therefore only be operated within these temperatures.

**XII. Product liability**
Claims for recourse within the meaning of Section 12 of the Product Liability Act are excluded unless the person entitled to recourse proves that the error was caused in our sphere and was at least the result of gross negligence.

**XIII. Retention of title and its enforcement**
All goods are delivered by us under retention of title and remain our property until full payment. The assertion of the retention of title only constitutes a withdrawal from the contract if this is expressly declared. When goods are taken back, we are entitled to charge for any transport and handling charges incurred. If third parties access the goods subject to retention of title - in particular through attachments - the customer undertakes to point out our ownership and to inform us immediately. If the customer is a consumer or not an entrepreneur whose regular business operations include trading in the goods purchased from us, he may not dispose of the reserved goods until the outstanding purchase price claim has been paid in full, and in particular may not sell, pledge, give away or lend them. The customer bears the full risk for the reserved goods, in particular for the risk of destruction, loss or deterioration.

**XIV. Assignments of Claims**
In the case of delivery subject to retention of title, the customer hereby assigns to us his claims against third parties, insofar as these arise from the sale or processing of our goods, until our claims have been finally paid. Upon request, the customer must name his customers and inform them of the assignment in good time. The assignment is to be entered in the business books, in particular in the open item list, and is to be made visible to the customer on delivery notes, invoices, etc. If the customer is in arrears with his payments to us, the sales proceeds received by him are to be separated and the customer only holds them in our name. Any claims against an insurer are already assigned to us within the limits of Section 15 of the Insurance Contract Act. Claims against us may not be assigned without our express consent.

**XV. Retention**
If it is not a consumer transaction, the customer is not entitled to withhold the entire, but only a reasonable part of the gross invoice amount in the event of a justified complaint, except in cases of reversal.

**XVI. Choice of law, place of jurisdiction**
Austrian law applies. The applicability of the UN Sales Convention is expressly excluded. The contract language is German. The Parties agree to Austrian domestic jurisdiction. If it is not a consumer transaction, the competent court at the registered office of our company has exclusive local jurisdiction to decide all disputes arising from this contract.

**XVIII. Privacy, change of address and copyright**
The customer agrees that the personal data contained in the purchase contract may also be automatically stored and processed by us in fulfillment of this contract, within the meaning of and in accordance with the applicable data protection regulation. The customer is obliged to notify us of changes to his residential or business address as long as the contractual legal transaction has not been completely fulfilled by both parties. If the notification is omitted, declarations are also deemed to have been received if they are sent to the last known address. Plans, sketches, descriptions or other technical documents as well as samples, catalogues, prospectuses, illustrations and the like - i.e. in particular also planning and draft documents for cost estimates - always remain our intellectual property; the customer does not receive any rights of use or exploitation whatsoever.

**XVIII. Complaints and Warranty**
A warranty is given for properties of our products that are expressly required or for those that are usually assumed, but not for the suitability for specific processes or purposes of the customer or buyer. The goods delivered by us must be checked immediately for defects by the recipient. Complaints must be made in writing within 7 days of delivery. Manufacturing and/or material defects must be proven in writing! (Defects about weight, number of items and transport damage to the goods must be brought to our attention in writing immediately after receipt of the goods). We exclusively guarantee that the goods delivered by us are free from manufacturing and/or material defects. The warranty period for the goods is a maximum of 24 months after delivery. This period begins when the delivery leaves the warehouse/Austria. In the case of significant or insignificant but remediable defects in the delivered goods, we are entitled, at our own discretion, to make improvements, price reductions or exchange the goods. In the event of irreparable defects in the delivered goods, we are entitled to choose between repairing the goods, replacing them free of charge or refunding the price.
All ancillary costs incurred in connection with the rectification of defects (e.g. disassembly, reassembly, freight costs, travel times, etc.) are to be borne by the buyer. A correction of defects by third parties will only be recognized if this has been confirmed with our written consent. The costs for this must be clarified in advance. A complaint about the goods in no way entitles the buyer to postpone payment of the disputed delivery.

The control calculation for our offer is a simplified lighting calculation to verify whether the offered luminaires achieve the required or desired illuminance.
The calculation takes into account the number of luminaires, luminous flux, room dimensions, reflectance, and efficiency.
This is not a complete lighting design, but rather an indicative calculation for assessing lighting quality and investment costs.

**XIX. Proper disposal of the old lights Information requirements according to §18 ElektroG (Germany) or WEEE Ordinance („EAG-VO“) Austria.**

**1. Disposal of Electrical and Electronic Equipment**
The crossed-out garbage can means that you are legally obliged to collect these devices separately from unsorted municipal waste. Disposal via the residual waste bin or the yellow bin is prohibited. If the products contain batteries or accumulators that are not permanently installed, these must be removed prior to disposal and disposed of separately as batteries.

**2. Options for returning old devices**
Owners of old devices can return or collect old devices within the framework of the options set up and available by public waste disposal authorities, so that proper disposal of the old devices is ensured.
For Germany:
Responsible for disposal/take back Mr. Robert Koch on telephone number 0043/699 164 73 458. In consultation with you, he will organize the necessary disposal of your old devices. You can use the following link to display an online directory of the collection and return points for packaging: https://www.ear-system.de/ear-verzeichnis/eba.jsf#no-back
For Austria see point 4 below.

**3. Privacy**
We would like to point out to all end users of waste electrical and electronic equipment that you are responsible for deleting personal data on the waste equipment to be disposed of.

**4. Registration/Packaging/Electronics**
For Germany:
WEEE registration number DE 18165115 (DE 48942252 until September 2021)
Foundation for Waste Electrical Equipment Register
Benno-Strauß-Str. 1, 90763 Fuerth -germany
registered as a manufacturer of electrical and/or electronic equipment.
For Austria:
ARA license number: 22638
ERA license number: 52046
http://www.ara.at oder http://www.era-gmbh.at