

General

■ These Standard Terms and Conditions of Business (Standard Terms) form the basis for the business relations between **staub designlight ag** and the contractual partner (Customer) and set out the parties' mutual rights and duties. These Standard Terms thus form the legal basis of all legal transactions between **staub designlight ag** and the Customer. In particular they form the sole basis for the provision of services, production of work and the sale of products. The Standard Terms shall be binding for all present and future business relations with **staub designlight ag** even if this is not expressly stated with regard to any subsequent legal transaction. Only the version of the Standard Terms which is posted currently in German on the **staub designlight ag** website is valid.

■ An order shall not be deemed to have been accepted until all details have been clarified and **staub designlight ag** has provided express written confirmation. The scope and execution shall be as set out in **staub designlight ag's** order confirmation. The prices stated in our offers and order confirmations are binding in principle subject to errors and technical modifications.

■ Unless otherwise agreed in writing, prices are in Swiss francs or euros excluding value-added tax, and apply ex Stansstad excluding packaging, freight/carriage and insurance. We reserve the right to adjust prices accordingly if the procurement costs (increases in suppliers' prices, additional tax burdens, increase in customs duties, increase in transport costs, currency fluctuations of over two per cent) rise while the order is being executed. If the price is increased while the order is being processed the Customer may cancel the order in as far as the price increase is not revoked subject to the Customer's immediate written request. **staub designlight ag** reserves the right to change prices and these Standard Terms at any time.

■ Orders may be supplied in part shipments. Any data provided by the carrier on the weight and dimensions of the goods and the packaging are non-binding.

■ **staub designlight ag** may make acceptance and execution of orders dependent on provision of a security or an advance payment.

■ **staub designlight ag** will not accept foreign currency risks. Fluctuations in exchange rates may give rise to adjustments in prices.

Terms of payment

■ Invoices are payable net within ten days (due date). Orders from customers abroad must be paid in advance. Other agreements shall not apply unless **staub designlight ag** has provided the Customer with written confirmation. Default on payment shall render all outstanding invoices due immediately.

staub designlight ag reserves the right to offset collection charges and default interest and to levy dunning charges. The goods delivered shall remain the property of **staub designlight ag** until full payment has been made. **staub designlight ag** reserves the right to make supply dependent on advance payment or cash on delivery at any time. This also applies to shipments for which **staub designlight ag** has confirmed supply against invoice and payment within 10 days.

■ Claims may not be offset against existing claims of the Customer which the Customer has already asserted. The assertion of claims for defects does not affect the Customer's duty to pay.

Reservation of title

■ **staub designlight ag** may make an entry in the reservation of title register (Eigentumsvorbehaltregister) until such time as the goods have been paid in full.

Delivery times

■ The delivery times stated are not binding. **staub designlight ag** does not accept responsibility for delays caused by unforeseen occurrences such as force majeure, mobilisation, war, civil commotion, shortage of raw materials, disruption to operations, production rejects, strike, transport delays or other circumstances for which **staub designlight ag** is not responsible. If occurrences of this type for which **staub designlight ag** is not responsible mean that the goods ordered cannot be supplied or that they can only be supplied with delay the Customer shall not be entitled to assert claims against **staub designlight ag**.

Drawings and documents

■ **staub designlight ag** reserves sole title and copyright on all drawings, photographs, drafts, estimates and other documents of **staub designlight ag**. Copying and continued use of catalogue materials are prohibited by copyright. Such documents are entrusted personally to the Customer and may not be made available to third parties or copied without **staub designlight ag's** written consent. They shall be returned to **staub designlight ag** on first request. The Customer shall be liable to a contractual penalty of CHF 20,000 for breaches hereof.

■ **staub designlight ag** reserves the right to assert further losses and may withdraw from the contract without the Customer acquiring any rights herefrom.

Place of performance, despatch and transport risk

■ The place of performance shall be Stansstad. Risk shall transfer to the Customer as soon as the goods leave the warehouse of **staub designlight ag** or, in the case of direct shipment as soon as they leave the warehouse of **staub designlight ag's** supplier. This also applies to carriage-paid shipments.

■ Transport insurance will only be taken out at the Customer's express wish and cost. Shipments which have sustained any damage in transit shall be accepted and the defects shall be reported immediately to the shipping company concerned for fact-finding purposes (copy to be sent to **staub designlight ag**). Complaints and defects shall be reported to **staub designlight ag** within eight days of the goods' arrival, otherwise the shipment shall be deemed to have been accepted without reserve. **staub designlight ag** will not accept return shipments which are sent carriage unpaid.

Warranty for defects

■ **staub designlight ag** provides warranty for defects which were present at the time of delivery subject to the following conditions. Any obvious and/or identified defects shall be reported in writing, stating details, to **staub designlight ag** within eight days after the products have been received, but in any event before they are further processed or installed. Once **staub designlight ag** has inspected the defect it may decide whether to honour the warranty by remedying the defect or by replacing the product returned. **staub designlight ag** will not bear any transport, travel, labour or materials costs other than the cost of return transport. **staub designlight ag** will not accept liability for compensation other than personal injury unless the losses were incurred by gross negligence at least.

Right to return goods

■ As our products are manufactured to customers' specifications lighting sets which have been ordered/manufactured cannot be returned.

■ Standard stock products which are in perfect condition may be returned within 20 days of the date of invoice in return for credit note. **staub designlight ag** reserves the right to make a processing charge. Credit notes will not be paid out in cash and can only be offset against **staub designlight ag** invoices.

Warranty terms

■ **staub designlight ag** provides 2/5 years' guarantee from the date of invoice on all **staub designlight** luminaires which are ordered as of 1 January 2009 and which are marked in the product catalogue as having „2/5 years' guarantee“. This does not apply to goods for resale, which are subject to the terms of warranty of their supplier. All E-line products have three years' guarantee from the date of invoice. All work carried out by us in accordance with the customers' specifications or under toll manufacturing arrangements has 1 year's guarantee from the date of invoice. All products sold before 1 January 2009 have two years' guarantee from the date of invoice.

■ The guarantee includes free repair or free replacement of all elements rendered non-functional by defects in manufacturing or materials. This does not include mechanical damage, glass breakage, light bulbs, LEDs, electronic components, shipping costs, consequential damage and the costs of installing and removing the part on site. **staub designlight ag** cannot accept any guarantee for the stated service lifetime of light bulbs, LEDs or LED modules. This also applies to any changes in colour in the light bulbs, LEDs, glasses and dichroic filters. Repairs do not extend the warranty period. The guarantee does not cover losses caused by incorrect or improper installation/use of **staub designlight ag** products. Any restrictions are listed in the product datasheets/specifications.

■ Protection from rodents: rodent protection consists of a high-quality flexible stainless-steel conduit which protects the lighting cables from animal bites. **staub designlight ag** cannot accept any guarantee that use of such protection will prevent the lighting cable or the stainless steel conduit from being damaged by rodents.

■ These warranty terms also include all our safety instructions and general terms.

■ Any guarantee claims must be sent to **staub designlight ag** using the valid and correctly completed warranty form or the invoice. Defective luminaires must always be returned with the accompanying transformer or power supply unit and the LED electronics (if mounted externally).

Severability

■ If any of these provisions should be or become invalid or if the contract contains a lacuna this shall have no effect on the validity of the rest of the contract. Invalid provisions shall be deemed to have been replaced by valid provisions and lacunae shall be deemed to have been remedied in a manner which best reflects the will of the contracting parties at the time the contract was concluded.

Place of jurisdiction and applicable law

■ Any disputes shall be subject solely to Swiss law. The place of jurisdiction shall be Stansstad (Stans). However we may also sue Customer at Customer's domicile.

March 2011