

# General Terms and Conditions of Baltensweiler AG

## 1. Scope of application

The following General Terms and Conditions (hereinafter referred to as the "GTC") apply to all deliveries and services provided by Baltensweiler AG to the customer (hereinafter referred to as the "Customer").

All deliveries, services and offers from Baltensweiler AG are exclusively governed by these GTC. By placing an order for goods or services, the Customer accepts these GTC. Deviations from these GTC are only effective if confirmed in writing by Baltensweiler AG.

In the event of any conflict with the Customer's general purchasing conditions or other contractual terms, these GTC of Baltensweiler AG shall take precedence.

## 2. Amendments to the GTC

Baltensweiler AG reserves the right to amend these GTC at any time and without prior notice. Amendments shall take effect upon notification and apply to all contracts concluded thereafter.

## 3. Offer and conclusion of the contract

The offers communicated by Baltensweiler AG in price lists and publications on the website are non-binding and subject to change. A purchase order placed through the Baltensweiler AG online shop or via email constitutes a binding offer. Orders placed through the online shop are acknowledged by an automatically generated order confirmation. Such confirmation merely indicates that the order has been received by Baltensweiler AG.

For orders placed through the online shop or via email, the contract is only concluded upon order confirmation via email from Baltensweiler AG or delivery to the address provided by the Customer. It is no longer possible to withdraw or cancel orders at this stage.

Information provided in sales documentation such as drawings, illustrations, dimensions, weights and other specifications are to be regarded as approximate and do not constitute any guarantee of characteristics unless explicitly stated otherwise in writing.

## 4. Prices

The prices stated in the order confirmation from Baltensweiler AG are binding. Prices quoted in written documents such as price lists or publications on the website represent recommended retail prices (RRP) that are subject to change. Unless otherwise agreed, prices exclude statutory VAT and additional shipping, transport and customs duties. If a pick-up discount has been agreed, it is valid only for collections from the factory within five working days.

Advance recycling fees (ARF) are not included in the price and are listed separately. Baltensweiler AG does not cover costs for assembly, dismantling and any repairs performed by third parties.

## 5. Payment

The Customer is required to settle the full invoice amount within 30 calendar days from the invoice date unless different payment terms are set out in writing in the order confirmation. Payment for first-time orders must be made in advance. Delivery will only take place following receipt of the advance payment.

If the Customer fails to meet their payment obligations either in full or in part, all outstanding amounts owed to Baltensweiler AG will become due for payment immediately. Baltensweiler AG may suspend further product deliveries to the Customer in such cases.

The Customer is not entitled to offset claims from Baltensweiler AG with counterclaims except in the case of credits from returns.

The Customer consents to Baltensweiler AG obtaining credit information from third parties, forwarding data concerning the Customer's payment behaviour to third parties and transferring collection proceedings to third parties at the Customer's expense. Baltensweiler AG reserves the right to set a credit limit for the Customer and, should this limit be exceeded, to suspend further deliveries or require advance payment or collateral.

Ordered products remain the property of Baltensweiler AG until full payment is received. Baltensweiler AG is entitled to formally record this retention of title in the relevant register.

## 6. Delivery

Delivery dates and deadlines are non-binding unless explicitly stated otherwise in writing in the order confirmation. If Baltensweiler AG communicates a provisional delivery date, the Customer has the right to withdraw from the contract if delivery is not made within 30 calendar days from this date. Baltensweiler AG shall refund any amounts paid in advance by the Customer in such cases. All further claims against Baltensweiler AG are excluded.

Baltensweiler AG reserves the right to make partial deliveries.

Direct deliveries to locations other than the Customer's business address are only possible in exceptional cases by written agreement and within the respective country of invoicing.

If the Customer fails to accept the ordered products on the agreed or notified delivery date, Baltensweiler AG may terminate the contract and charge the Customer the delivery costs incurred plus a handling fee of 30% of the order value, with a minimum fee of CHF 100.

The Customer must inspect delivered or collected products immediately to ensure they are correct, complete and undamaged. Any delivery damage or incorrect or incomplete deliveries must be reported to Baltensweiler AG within five working days of receipt or collection.

Packaging materials are not returnable.

## 7. Sample delivery

In exceptional cases and by written agreement, luminaires can be obtained as samples with a right of return for a specified evaluation period. Invoicing will take place after the luminaires are returned.

A processing fee of CHF 50 will be charged for luminaires returned on time, completely and in "as new" condition in their original packaging.

If luminaires are returned in an unsatisfactory condition or after the evaluation period has expired, they will only be accepted under the following return conditions.

## 8. Returns

Returns are only accepted subject to prior written consent from Baltensweiler AG. The Customer is responsible for all shipping and transport costs. Returns are not accepted for custom-made products or luminaires that are no longer included in the current price lists.

Items must be returned completely in their original packaging. Only returns containing the entire luminaire, along with all supplied accessories, will be accepted. Baltensweiler AG reserves the right to request the forwarding of any missing components. The Customer will be required to pay for any damage caused by improper packaging.

If the return is properly completed within 30 calendar days from the delivery date, the Customer will receive a credit note following deduction of a processing fee. This fee amounts to 30% of the order value plus costs for return, inspection, repair and repackaging, with a

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minimum charge of CHF 50. Credits from returns are not refunded in cash but offset against future purchases. They expire one year after the return date.

#### 9. Custom-made products

Model alterations, adjustments, project planning and consultations are invoiced separately. A handling fee of at least CHF 50 applies to custom-made products. Any material costs are charged separately.

The delivery period for custom-made products is at least six weeks. Special payment conditions apply to custom-made products and property orders as specified in the order confirmation.

All intellectual property and ownership rights, including patents, copyrights, designs and trademarks, belong exclusively to Baltensweiler AG, including for custom-made products designed and manufactured according to the Customer's specifications, designs or models.

#### 10. Warranty

Unless otherwise agreed, the contractual quality of the goods is exclusively determined by the product specifications applicable at the time of delivery. Characteristics of samples and other quality or durability claims are binding only if they are expressly agreed in writing as defining features of the goods. Minor deviations from the guaranteed properties of the goods do not give rise to warranty rights.

The Customer must inspect the goods immediately upon delivery or collection, as far as is feasible in the ordinary course of business and report any recognisable defects in writing without delay. Defects that are not recognisable in the ordinary course of business must be reported in writing immediately upon discovery. The delivery shall otherwise be considered approved unless the defect was fraudulently concealed.

If the delivery is incomplete or transport damage is visible, the Customer must report this upon delivery. Non-visible transport damage must be notified in writing to the transport company within seven calendar days of delivery. Baltensweiler AG must be informed of such notification in all events.

Baltensweiler AG may fulfil its warranty obligations at its discretion through free-of-charge repair, partial or full replacement with an equivalent product, credit up to the sale price at the time of the order or a price reduction. All claims for damages are excluded.

The warranty period is three years from the delivery date. Exceptions include wear parts from other manufacturers such as conventional light sources and LED retrofit light sources to which the third-party manufacturer's warranty conditions apply.

Due to technical progress and usage-related changes to the light flux of products, there may be deviations in the light properties compared to the original products in subsequent deliveries of LED light sources. A usage-related decrease in light flux (up to 30% within the specified lifespan) is normal for LED products and does not constitute a defect.

The lifetime of all lighting products depends on compliance with the standard operating conditions specified in the technical data, particularly the supply voltage. The actual lifetime of wear parts can vary significantly and is strongly influenced by the relevant operating conditions.

Colours and surfaces of the products are delivered according to the product specifications; however, slight deviations in colours and surfaces cannot be excluded. The colour quality meets indoor use requirements; however, colour changes may occur with excessive UV exposure. Dimensions, light properties and product characteristics are listed in the currently valid lighting catalogue, with slight deviations not constituting a defect.

If alterations are made to the delivered products, the warranty is void to the extent that the defect results from these changes. The warranty is void if the defect is due to improper use, storage or

handling of the products. Liability for normal wear and tear is excluded.

For luminaires produced in limited editions, there is no warranty on visible parts. Replacement parts are only available in limited quantities.

Warranty claims against Baltensweiler AG are only granted to the immediate Customer and are not transferable. Sales receipts from specialised retailers must be enclosed in each case.

#### 11. Warehouse sales

Luminaires sold within the scope of warehouse sales comprise used items, display models and products from previous series. Replacement parts are only available in limited quantities. The sale is made without any warranty. These luminaires have already been in use and may therefore show scratches, other signs of wear and tear and/or have a reduced lifespan. Baltensweiler AG disclaims all liability both for any damage or malfunctioning of the luminaires and for any consequential damages of any kind.

#### 12. Replacement Parts, Installation, and Repairs

Baltensweiler AG reserves the right to determine the type and scope of available replacement parts. There is no entitlement to the delivery of specific replacement parts. Only replacement parts whose replacement does not require the disconnection or modification of the internal electrical wiring within the luminaire will be supplied. Control gear, LED modules, or other permanently installed electrical components are excluded from the delivery of replacement parts.

The connection and disconnection of the luminaire to the on-site electrical installation, as well as all electrical work, may only be carried out by qualified specialists in accordance with applicable standard regulations.

Repairs to the luminaire, in particular interventions in the internal electrical wiring, may only be carried out by Baltensweiler AG or by qualified specialists in accordance with applicable standard regulations.

#### 13. Disclaimer

Claims for damages against Baltensweiler AG due to impossibility of performance, breach of contract, culpability at contract conclusion and unlawful actions are excluded, including liability for auxiliary persons, except in cases of intentional or grossly negligent behaviour. Liability for consequential damages arising from the use of the products is excluded.

In the event of incorrect installation or manipulation of the luminaire, all warranty claims are rendered invalid, as are the manufacturer's product liability obligation in accordance with the Swiss Federal Act on Product Liability (PLA). Baltensweiler AG assumes no liability for any loss or damage to persons or property caused by improper handling or non-adherence to the safety regulations.

#### 14. Data protection

Data protection is governed by the provisions of Baltensweiler AG's privacy policy, which can be accessed in its current version at: [www.baltensweiler.ch/datenschutzerklaerung](http://www.baltensweiler.ch/datenschutzerklaerung).

#### 15. Final provisions

Should any provision of these GTC or of other agreements be deemed invalid, the validity of the remaining provisions shall remain intact. The parties undertake to replace the invalid provisions with substitute provisions that come as close as possible to the intended economic purpose. This also applies to any gaps in the contract.

Swiss law applies exclusively to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is the competent court at the headquarters of Baltensweiler AG in Lucerne. For consumer contracts, the place of jurisdiction remains at the Customer's place of residence.

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