

# General Terms and Conditions (GTC) LED2WORK GmbH

## § 1 General Provisions, Scope, Hierarchy

1. All agreements entered into with business clients within the meaning of § 14 of the German Civil Code (BGB) (hereinafter referred to as the "Client"), as well as all deliveries and services provided by LED2WORK GmbH ("LED2WORK") on this basis, are governed exclusively by these General Terms and Conditions ("GTC"). Any terms or conditions that deviate from or supplement these GTC – in particular the Client's own terms and conditions – shall only apply if they have been expressly confirmed in writing by LED2WORK prior to the conclusion of the contract. This applies even if LED2WORK has not expressly objected to the Client's general terms and conditions in individual cases. These GTC apply to the current business transaction as well as to all future business relationships between LED2WORK and the Client.
2. If other contractual provisions contained in the order confirmation or in duly signed supply agreements conflict with these GTC, the other contractual provisions shall take precedence. In all other respects, the various provisions shall apply concurrently.
3. The scope of deliveries or services shall be determined by the mutual written declarations of both parties.
4. LED2WORK reserves full ownership and copyright to all cost estimates, drawings, samples, and other documents (hereinafter referred to as "documents"). These documents may only be made available to third parties with the prior consent of LED2WORK and must be returned to LED2WORK immediately if no order is placed. Sentences 1 and 2 apply accordingly to the customer's documents; however, these documents may only be passed on by LED2WORK to third

parties to whom LED2WORK has awarded project-related subcontracts.

## § 2 Conclusion of Contract

1. Offers made by LED2WORK are non-binding and subject to change, unless they are expressly marked as binding or specify a particular acceptance period. A contract is generally concluded upon the Client's order and LED2WORK's order confirmation.
2. If the Client withdraws from a contract without having a right of withdrawal, LED2WORK may, instead of demanding performance of the contract, invoice the services already performed in accordance with the contractual agreements and charge 10% of the agreed net price for the services not yet performed as lost profit ("Cancellation Costs"). The Client retains the right to provide evidence of a lower loss.

## § 3 Prices and Payment Terms

1. Unless otherwise agreed, all prices are ex works, plus the applicable statutory value-added tax and plus packaging and shipping costs. Packaging, if any, shall become the property of the Client upon delivery and will be charged by LED2WORK, unless otherwise required by mandatory statutory provisions. Postage, freight, and packaging costs shall be invoiced separately. The method of shipment shall be determined according to necessity and, on this basis, at LED2WORK's reasonable discretion.
2. If, during a period of more than four months between the conclusion of the contract (including framework agreements and purchase orders) and the contractually agreed delivery date, the prices or costs underlying LED2WORK's calculation – particularly for labor, materials, raw materials,

transportation, or energy—change by at least 5%, including due to fluctuations in exchange rates, LED2WORK shall be entitled to adjust the price accordingly to reflect the corresponding impact on the profit originally anticipated for the order. In such cases, LED2WORK shall promptly provide the customer with a clear and understandable explanation of the cost and price changes, without being obliged to disclose the underlying calculations. The price adjustment shall take effect upon receipt of the notice and shall apply from the date on which the underlying costs changed, but not before the customer has received the notice and explanation of the adjustment. Should the price increase exceed 10%, the customer shall have the contractual right to terminate the contract within two weeks of receipt of LED2WORK's notice.

LED2WORK shall not be obliged to take any measures or seek out opportunities that would result in a reduction of the agreed prices.

3. Payment shall be due within 8 days of the invoice date, unless LED2WORK and the Customer have expressly agreed otherwise. Any cash discount requires a separate written agreement. Performance shall be deemed fulfilled only upon receipt of payment in LED2WORK's account. The order, customer, and invoice numbers stated in LED2WORK's order confirmation must be quoted with the payment and in any other correspondence relating to the order. LED2WORK reserves the right to withhold any outstanding deliveries until all overdue payments have been received.

LED2WORK shall also be entitled to make (further) deliveries only against advance payment or upon provision of adequate security, if

- (i) LED2WORK becomes aware of circumstances that may lead to a deterioration of the Customer's creditworthiness, or
- (ii) the Customer is in default with the payment of any invoice.

If the Customer, despite a request and after being granted a reasonable period to provide security or advance payment, fails to comply, LED2WORK shall be entitled to withdraw from the contract.

The Customer shall only be entitled to set off or to exercise a right of retention to the extent that its counterclaims are undisputed, have been legally established by a final court decision, or are ready for decision. Set off or the exercise of a right of retention is also permissible where the Customer's claim and the claim of LED2WORK are based on a reciprocal legal relationship.

#### **§ 4 Delivery Deadlines; Force Majeure; Default**

1. The agreed delivery periods and dates shall always be considered approximate, unless a fixed date has been agreed in writing.
2. The observance of delivery deadlines is contingent upon the timely receipt of all documents, required approvals, and authorizations to be provided by the Customer, in particular plans, as well as the Customer's compliance with the agreed payment terms and other obligations. If these prerequisites are not fulfilled in due time, the deadlines shall be extended accordingly.
3. In the case of call-off supply agreements, unless otherwise agreed, the Customer shall be obliged to notify LED2WORK of the desired quantities by way of a call-off at least three months prior to the delivery date. Any additional costs arising from a delayed call-off or subsequent changes by the Customer to the call-off in terms of timing or quantity shall be borne by the Customer; in this context, LED2WORK's calculation shall be decisive.
4. Partial deliveries and partial performance shall, in principle, be permissible, provided they do not unreasonably disadvantage the Customer or are not expressly excluded in writing at the time of contract conclusion.

5. As long as and to the extent that force majeure (e.g., pandemics and the effects thereof, wars and the effects thereof, strikes or lockouts, an excusable shortage of labor, energy, or raw materials, measures by authorities for which LED2WORK is not responsible, or corresponding performance impediments of LED2WORK's upstream suppliers for which LED2WORK is not responsible) prevents the performance of LED2WORK's obligations, the respective contractual obligations of the parties shall be suspended.
6. If the impediment due to force majeure is not merely temporary duration, both parties shall be entitled to withdraw from the performance affected by the impediment. The party directly affected by the force majeure shall notify the other party of the commencement and end of the force majeure without undue delay.
7. Subject to the provisions under Clause 5, the parties acknowledge that, in light of the coronavirus crisis in 2020 and the Ukraine war in 2022, situations may arise unexpectedly in which LED2WORK, through no fault of its own, may no longer be able to perform its contractual obligations, but such performance is considerably hindered. In such cases, LED2WORK shall have a legitimate interest in suspending performance for the duration of the impediment and resuming performance after the impediment has ceased. The parties agree that, under these circumstances, LED2WORK shall have the right to temporarily suspend performance.
8. In the event of a delivery delay, LED2WORK's liability for damages shall be governed exclusively by § 7 of these General Terms and Conditions of Sale and Delivery.

## § 5 Retention of Title

1. LED2WORK reserves title for all goods delivered (**retention goods**) until full payment has been received. The retention goods shall be handled

with care and used in accordance with LED2WORK's instructions.

2. If the goods are processed by the Customer, combined with other items into a single object, or transformed, such processing, transformation, or combination shall be carried out on behalf of LED2WORK. The Customer hereby assigns LED2WORK co-ownership of the resulting item in proportion to the value of the retention goods relative to the other items. The Customer shall hold such co-ownership for LED2WORK free of charge
3. If the Customer resells the delivered goods in the ordinary course of business, the Customer hereby assigns to LED2WORK, already at this time, all claims arising from such resale against its buyers, together with all ancillary rights, up to the full settlement of all claims owed by the Customer to LED2WORK. This assignment expressly includes claims that the Customer acquires against its banks because of payment by its buyers. The Customer remains authorized, alongside LED2WORK, to collect the assigned claims. For good cause (e.g., default in payment), the Customer shall, at LED2WORK's request, disclose the assignment to the third-party buyers and provide LED2WORK with all information and documents necessary to assert its rights. LED2WORK shall release the securities held by it to the extent that their value exceeds the claims secured by more than 10% in total.
4. The Customer shall neither pledge nor assign the Reserved Goods by way of security. In the event of any attachment, seizure, or other disposition or interference by third parties, the Customer shall promptly notify LED2WORK.
5. If the retention of title or assignment is not effective under the law applicable to the Reserved Goods, the security corresponding to the retention of title or assignment under such law shall be deemed agreed. If the cooperation of the Customer is required in this regard, the Customer

shall take all measures necessary to establish and maintain such rights.

6. In the event of a breach of duty by the Customer, in particular in the case of default in payment, LED2WORK shall be entitled, after the unsuccessful expiry of a reasonable period of time set for the Customer, to withdraw from the contract and to repossess the Reserved Goods; the statutory provisions regarding the dispensability of setting a period of time shall remain unaffected. The Customer shall be obliged to surrender the Reserved Goods.

### **§ 6 Agreement on Quality, Changes, Notice of Defects, Warranty, Warranty Period**

1. The owed quality shall be determined exclusively by the expressly agreed performance characteristics and specifications set out in LED2WORK's order confirmation. This shall also apply if the expressly agreed performance characteristics and specifications are based on a drawing provided by the Customer. Any reference by LED2WORK to DIN/ISO standards or other regulations shall constitute a description of performance and shall not constitute a guarantee of characteristics. Any warranty beyond this quality, regarding a specific intended use, suitability of the contractual item, period of use, or durability of the contractual item, shall be assumed by LED2WORK only if expressly agreed; otherwise, the risk regarding suitability and intended use shall lie solely with the Customer. In the case of a contract governed by the law of sales, a use assumed under the contract shall exist only if it is expressly derived from the contract, unless such use assumed under the contract is obvious.
2. Even after the obligation to deliver has arisen, LED2WORK shall be entitled, among other reasons for product optimization, to make changes to the contractual item owed, in particular, but not limited to, technical changes, as well as maintenance measures. The changes must be

reasonable for the Customer and, in particular, must not have any negative impact on the intended use of the contractual item known to LED2WORK, nor on its usability and performance. Such changes shall not constitute a deviation from the agreed quality.

3. A material defect shall exist subject to the statutory requirements. In such case, the law shall apply, unless otherwise stipulated below.
4. The Customer shall notify LED2WORK of material defects in purchase and contract-for-work supply agreements without delay in writing (email or fax shall suffice). If the Customer fails to give such notice, the goods shall be deemed approved, unless the defect was not detectable upon examination. If such a defect becomes apparent later, the notice must be given without delay after its discovery; otherwise, the goods shall also be deemed approved with respect to this defect. To preserve the Customer's rights, it is sufficient for the notice to be dispatched in due time. The burden of proof for establishing the defect shall rest with the Customer. Otherwise, § 377 of the German Commercial Code (HGB) shall apply.
5. Claims for defects shall not exist in the case of natural wear and tear or damage arising after the transfer of risk because of incorrect or negligent handling, excessive strain, unsuitable operating materials, or due to special external influences that are not to be expected under the contract.
6. In the event of defects, LED2WORK shall be given the opportunity to provide subsequent performance within a reasonable period. If the customer chooses subsequent performance, LED2WORK shall have the right to determine the type of subsequent performance at its discretion. The delivery of a defect-free item shall generally only take place at the same time as the handover of the defective item. Claims by the customer for the expenses necessary for subsequent performance, in particular transport, travel, labor,

and material costs, are excluded if the expenses increase because the item to be delivered has subsequently been moved to a location other than the customer's site, unless the move corresponds to its intended use. The customer may only assert claims for subsequent performance if a reasonable portion of the agreed remuneration has already been paid in relation to the scope and severity of the defect.

7. In the event of subsequent fulfillment, LED2WORK shall assume neither the installation and removal nor the costs and necessary expenses for installation and removal.
8. If subsequent fulfillment fails, the Customer may – without prejudice to any claims for damages under § 7 (Claims for Damages) – withdraw from the contract or reduce the remuneration.
9. The Customer's claims for damages shall be governed exclusively by § 7 of these General Terms and Conditions.
10. The limitation period for claims for defects shall be 12 months, calculated from the delivery of the contractual item or – insofar as legally required – from acceptance. In the cases of §§ 438 para. 1 no. 1 and 2, 438 para. 3, 445b BGB, 634a para. 1 no. 2, 634a para. 3 BGB, the limitation period provided therein shall apply. Insofar as LED2WORK is liable for damages under § 7 of these General Terms and Conditions, the warranty period with respect to such claims for damages shall also be governed by the statutory provisions.
11. The Customer's recourse claims against LED2WORK pursuant to § 478 BGB shall exist only to the extent that the Customer has not entered into any agreement with its buyer going beyond the statutory claims for defects.

## § 7 Claims for Damages

1. Insofar as LED2WORK, its legal representatives, employees, or vicarious agents intentionally or through gross negligence violate an obligation, in particular arising from the contractual relationship, or intentionally or through gross negligence commit a tortious act, LED2WORK shall be liable to the customer for the resulting damage in accordance with the statutory provisions.
2. To the extent that LED2WORK, its legal representatives, employees, or vicarious agents breach a duty merely through simple negligence, claims by the Customer for damages or reimbursement of expenses against LED2WORK, of whatever kind and on whatever legal grounds, in particular for breach of duties arising from the contractual relationship or from tort, shall be excluded. This shall not apply in the case of a merely negligent breach of an essential contractual obligation. In such case, liability shall be limited to the typical, foreseeable damage under the contract. A material contractual obligation in this sense is one whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer regularly relies on and may rely.
3. The above exclusion or limitation of liability shall not apply in the event of liability for culpable injury to life, body, or health, nor in the event of liability due to the fraudulent concealment of a defect, nor to the extent that liability arises from the breach of a quality guarantee, and also not to the extent that liability exists under the Product Liability Act.
4. The statutory rules on the burden of proof shall remain unaffected by the foregoing provisions.

## § 8 Place of Performance, Place of Jurisdiction, and Applicable Law

1. The place of performance for all obligations arising from the contractual relationship shall be the registered office of LED2WORK, unless otherwise specified in the contract.

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2. The exclusive place of jurisdiction, if the Customer is a merchant, a legal entity under public law, or a special fund under public law, for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of LED2WORK. However, LED2WORK shall also be entitled to bring action at the Customer's registered office.
3. The legal relationships in connection with this contract shall be governed exclusively by German substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods and excluding private international law.

### **§ 9 Obligations under the Contract**

Even if individual provisions of this agreement are legally invalid, the remaining provisions shall remain binding.

**As of November 2025**

DIN EN ISO 9001