

GENERAL TERMS AND CONDITIONS

valid from 01.04.2025

1. SCOPE OF APPLICATION

1.1 These General Terms and Conditions (the GTC) apply to all legal relationships between Santec Systems AG, Weihermattstrasse 86, CH-5000 Aarau (Santec) and its customers (the Customer) in connection with deliveries of products from Santec's product range (the Products) or the provision of services by Santec (the Services) (the Contract).

1.2 These GTC form an integral part of the Contract between Santec and the Customer. Provisions deviating from these GTC are only valid if they have been expressly accepted by Santec in writing.

1.3 Santec reserves the right to amend the GTC at any time. Amendments shall take effect upon notification to the Customer and shall apply to all Contracts concluded after such notification.

1.4 Each Product has a data sheet, which can be requested from Santec (the Data Sheet). The respective Data Sheets constitute an integral part of the Contract between Santec and the Customer and are binding.

1.5 General terms and conditions, purchasing conditions, tender conditions and other contractual conditions of the Customer shall not apply. This also applies if such conditions are referenced in orders or other documents of the Customer, if such conditions are enclosed with such documents or if such conditions are otherwise communicated to Santec.

2. CONCLUSION OF CONTRACT

2.1 Quotations, prices, price lists, product descriptions, brochures, plans and other information provided by Santec are non-binding, may be amended or revoked by Santec at any time and do not constitute an offer, but merely an invitation to the Customer to submit a quotation.

2.2 Orders placed by the Customer for Products or Services (the Order) shall be deemed a mere offer to Santec to conclude the Contract. By placing the Order, the Customer confirms the accuracy of all information provided.

2.3 The Contract between the Customer and Santec is only concluded when Santec has accepted the Order. Acceptance is generally made by written order confirmation from Santec (the Order Confirmation) or by signing a written contract between the Customer and Santec.

2.4 After conclusion of the Contract, amendments or cancellations of the Contract may only be made with the mutual written consent of the Customer and Santec.

2.5 Technical modifications to the Products in the course of product development are reserved.

3. PRICES

3.1 Santec reserves the right to change all prices at any time.

3.2 Where luminaires and lamps are sold separately, the luminaire price is exclusive of lamps.

3.3 Prices are exclusive of value added tax (VAT).

3.4 Santec charges the statutory VAT on all prices. The VAT rate applicable at the time of conclusion of the Contract shall apply.

3.5 Prices for installation or assembly of the Products are generally quoted separately, unless expressly agreed otherwise.

3.6 Santec charges advance recycling fees (vRG) on luminaires and lamps. The vRG tariff and equipment list of the Swiss Light Recycling Foundation (SLRS) applicable at the time of conclusion of the Contract shall apply; this can be viewed and downloaded at <https://www.erecycling.ch/vrg-partner/tarife-und-geraeteliste.html>.

3.7 The following costs shall be borne by the Customer and are additionally owed by the Customer to Santec:

- (a) Costs for pallets not returned to Santec within one month of delivery;
- (b) Costs for insurance, if requested by the Customer;
- (c) Costs for the disposal of packaging material;
- (d) Storage costs for deliveries delayed by the Customer;
- (e) Costs incurred by Santec because the Customer has not or has not properly fulfilled its cooperation or provision obligations;
- (f) All costs arising from any inspections or tests under the Low Voltage Installation Ordinance (NIV); and
- (g) Costs for lighting designs specially prepared at the Customer's request.

4. PAYMENT TERMS

4.1 The Customer shall pay all invoices from Santec within 30 calendar days from the invoice date. No deductions from the invoice amounts, in particular cash discounts, may be made.

4.2 The Customer must object to any defects in invoices in writing, stating reasons, no later than 15 calendar days from the invoice date; otherwise, the invoice shall be deemed approved and the Customer shall owe Santec the invoice amount stated in the invoice.

4.3 If the Customer has neither paid nor objected to an invoice in writing, stating reasons, by the due date, the Customer shall automatically be in default of payment without any reminder or grace period being required.

4.4 In the event of default of payment, the Customer shall owe Santec default interest of 5% p.a. Santec is entitled to have debt collection carried out by a third party at the Customer's expense. As long as the default of payment continues, Santec is further entitled to suspend all deliveries under the Contract and under other transactions with the Customer. Santec's further statutory default rights are reserved.

4.5 The Customer consents that, for the purpose of credit checks, information about the Customer may be obtained from third parties and data regarding the Customer's payment behaviour may be disclosed to third parties. Santec may set credit limits for the Customer and, if the credit limit is exceeded, may suspend deliveries under the Contract and under other transactions with the Customer or may only carry them out against advance payment or security.

4.6 Ownership of the Products shall only pass to the Customer upon full payment. Santec is entitled to register the retention of title in the register at the Customer's registered office or domicile.

5. DELIVERY

5.1 Santec is entitled to deliver the Products in partial shipments.

5.2 Unless otherwise agreed in writing, delivery shall be EXW (Incoterms 2020) at Santec's registered office (the Delivery).

5.3 Short deliveries, excess deliveries or incorrect deliveries must be objected to in writing, stating reasons, within 5 working days of Delivery. Otherwise, the Delivery shall be deemed approved.

5.4 Delivery periods and dates specified by Santec (in particular those in quotations or Order Confirmations) are non-binding and may change. Santec shall only be in default after the Customer has sent two written reminders to Santec without Santec fulfilling the Contract. If Santec is in default, the Customer may only withdraw from the Contract and claim back any invoice amounts already paid from Santec. Any further liability on the part of Santec for delays, in particular damages for delay, is excluded to the extent permitted by law.

6. USE OF SUBCONTRACTORS, SUB-SUPPLIERS AND THIRD PARTIES

6.1 Santec is entitled, at its sole discretion, to engage sub-suppliers, subcontractors and other third parties for the performance of the Contract.

7. WARRANTY

7.1 Santec warrants that

(a) clearance sale products for six months after Delivery;

(b) Products for two years after Delivery; and

(c) LED luminaires of the "Santec" brand (i.e. excluding LED luminaires from third-party manufacturers) for five years after Delivery

shall be and remain free from defects that are demonstrably attributable to material, workmanship or design errors on the part of Santec, provided that:

(i) the warranty is not excluded pursuant to clause 7.2;

(ii) the Customer has notified Santec of the defect in writing, stating reasons, within 5 working days of Delivery, with the exception of defects that were not detectable even upon careful examination by the Customer (hidden defect); and

(iii) in the case of a hidden defect, the Customer has notified Santec of the defect in writing, stating reasons, within 5 working days of its discovery (the Warranty Case).

7.2 All warranties and guarantees on the part of Santec are excluded:

(a) For LED luminaires from third-party manufacturers (the warranty conditions of the third-party manufacturer apply exclusively; the conditions and instructions can be found in the original operating instructions of the third-party manufacturer's product);

(b) for Products on which the Customer or third parties have carried out repairs, modifications or alterations without the written consent of Santec;

(c) if the Customer or third parties have not complied with assembly or operating instructions, in particular if:

- (i) temperature or voltage limits have been exceeded during the operation of the Product;
 - (ii) the Product has been subjected to mechanical, physical, chemical or other loads not in accordance with its intended use;
 - (iii) the Product has been operated outside the specifications of the Data Sheet; or
 - (iv) the Product has not been regularly maintained according to the maintenance schedule (the specific maintenance requirements are determined by the lighting system, the luminaire, the light source and the operating devices used).
- (d) for Products manufactured according to instructions, designs or models provided by the Customer or third parties commissioned by the Customer, and the defect was caused by an error in such instructions, designs or models;
- (e) for product failures that do not exceed a nominal failure rate of 0.2% per thousand operating hours;
- (f) for colour deviation of LED modules;
- (g) for technology-related failures of individual LEDs of the LED module during their rated lifetime. According to international standards, the nominal luminous flux and the connected load are subject to a tolerance of +/- 10%. Unless otherwise stated, the values apply for an ambient temperature of 25 degrees C;
- (h) for wear parts, such as emergency lighting batteries, starters and lamps;
- (i) for defects resulting from software viruses and malware;
- (j) for age-related luminous flux degradation of LED modules;
- (k) for the error-free and/or continuous and uninterrupted availability of Santec's web services as well as for technical and electronic errors during an electronically conducted transaction, in particular for the processing and acceptance of an electronically placed order.

7.3 In a Warranty Case, Santec shall, at its sole choice and discretion, either (a) repair the defective Product; (b) make a replacement delivery with a defect-free product or an equivalent replacement product; or (c) refund or waive the amount corresponding to the difference between the price of the Product and its reduced value as a result of the defect, or issue the Customer a credit for future purchases of Products in the same amount.

7.4 If Santec chooses repair, the Customer shall bear the costs of disassembly and the shipment and transport of the defective Product to a location designated by Santec. In the case of a replacement delivery, Santec fulfils its obligation by delivering a defect-free product or equivalent replacement product.

7.5 Neither repair nor replacement delivery shall result in an extension of the periods pursuant to clause 7.1, which in any case are calculated from the date of the original Delivery.

7.6 All other warranty and guarantee rights of the Customer, in particular rescission, substitute performance and damages, are excluded to the extent permitted by law. In particular, Santec cannot be held liable for the costs of disassembly, reassembly and programming of the Products or their components as a result of defects.

8. RETURNS OUTSIDE OF WARRANTY CASES

8.1 Outside of Warranty Cases, the Customer has the right to return samples and Products after prior notification (with the exception of clearance sale products and products manufactured or procured at the Customer's request; these are excluded from return). Santec shall issue a credit for future purchases of Products in favour of the Customer, depending on the condition of the returned sample or Product and the time elapsed since Delivery. The following table applies:

Condition	up to 30 d	31-60 d	61-90 d	91-120 d	over 120 d
Samples					
Sample in good order and in original packaging	100%	100%	60%	50%	0%
Sample not in original packaging / dirty / dusty	50%	50%	30%	20%	0%
Sample with paint damage / scratches / technical defects / incomplete	0%	0%	0%	0%	0%
Lamps not in original packaging or used	0%	0%	0%	0%	0%
Articles purchased from third parties at Customer's request	0%	0%	0%	0%	0%
Products					
Article in good order and in original packaging	80%	70%	60%	50%	0%
Article not in original packaging / dirty / dusty	50%	40%	30%	20%	0%
Article with paint damage / scratches / technical defects / incomplete	0%	0%	0%	0%	0%
Lamps not in original packaging or used	0%	0%	0%	0%	0%
Articles purchased from third parties at Customer's request	0%	0%	0%	0%	0%

8.2 The credit amount is calculated on the basis of the net merchandise value of the returned sample or Product. Transport and shipping costs for returns shall be borne by the Customer. A cash payout of the credit is excluded.

9. INTELLECTUAL PROPERTY RIGHTS AND TRADE SECRETS

9.1 All intellectual property and ownership rights, in particular patents, copyrights, designs and trademark rights in the Products and Services (in particular in the work results) belong to Santec. This also applies to custom-made products that Santec has designed or manufactured for the Customer, even if this was done on the basis of instructions, designs or models provided by the Customer.

9.2 Both parties shall treat the trade secrets of the other party that have become known in the course of the performance of the Contract or otherwise as confidential and shall take appropriate measures to prevent unauthorised persons from gaining knowledge of trade secrets.

10. SERVICES

10.1 The description of the type and scope of the services to be provided by Santec is set out in Santec's project proposal to the Customer (the Project Proposal).

10.2 Unless otherwise agreed in the Project Proposal, the following services are not included in the prices of the Project Proposal and are to be paid separately by the Customer:

- (a) Planning, transport, travel and shipping costs;
- (b) Material costs, in particular spare parts such as control units, luminaires, lamps, etc.;
- (c) Software upgrades and feature enhancements;
- (d) Costs for line usage, hardware rental and the like;
- (e) Services outside normal working hours (Monday to Friday, 6 a.m. - 6 p.m.); and
- (f) Costs for the rectification of defects, with the exception of a Warranty Case pursuant to clause 7, shall be borne by the Customer. For Products that have no identifiable defects or where the defect does not fall under the warranty/guarantee, Santec reserves the right to charge the Customer for the costs of examining the claimed defect.

10.3 Santec warrants that the Services will be provided in accordance with the Project Proposal and with due care. If there is a defect in the Services, the Customer must notify Santec within 5 working days of receipt of the affected Services; otherwise, no warranty or guarantee on the part of Santec shall exist. If the Customer has notified Santec in due time, Santec shall, at its sole choice and discretion, either (a) rectify the affected Services; or (b) refund or waive the amount corresponding to the difference between the price of the Services and their reduced value as a result of the defect, or issue the Customer a credit for future services in the same amount. All other warranty and guarantee rights of the Customer, in particular rescission, substitute performance and damages, are excluded to the extent permitted by law.

11. LIABILITY AND EXCLUSION OF LIABILITY

11.1 The liability of Santec, regardless of the legal basis, in particular from contract, tort or unjust enrichment, in all cases including liability for auxiliary persons, is excluded to the extent permitted by law.

11.2 In particular, Santec shall not be liable for indirect or consequential damages (including damages resulting from cyber security events, such as damages caused by software viruses, malware and hacking), consequential losses, loss of profit, loss of revenue, lost savings, damages for delay or damages in connection with the warranty or guarantee.

11.3 Should the provisions of clause 11.1 and/or clause 11.2 be invalid, Santec's liability in total for all events shall be limited to 50% of the price paid or payable by the Customer for the relevant delivery or service, exclusive of VAT.

12. DATA COLLECTION AND DATA PROTECTION

12.1 Santec processes data of the Customer and its employees exclusively in accordance with the applicable legal provisions, including the Federal Act on Data Protection (FADP). Data processing is carried out in particular for the purposes of invoicing, processing contracts, contacting the Customer and for marketing purposes, namely for the needs-based design and development of Santec's offerings.

12.2 The Santec website uses various services and cookies that process data of the Customer and its employees. Details can be found on the Santec website.

12.3 The Customer grants Santec - subject to revocation at any time by written declaration to the company address - the following usage rights for advertising purposes: Santec is permitted to use, mention and display the name of the Customer, the name of its company and the business relationship and/or the joint project on its website and on its documents used for advertising purposes.

13. MISCELLANEOUS

13.1 Declarations that allow proof by text, in particular e-mail and fax, shall be deemed written declarations of a party. Such declarations shall be deemed received and acknowledged at the time of retrieval by the recipient.

13.2 Should individual provisions of these GTC prove to be invalid or unenforceable, the validity and enforceability of the remaining parts of the GTC shall not be affected. In such cases, the parties undertake to replace the invalid or unenforceable part of the GTC with a valid and enforceable provision that comes closest in substance to the original intent of the parties.

13.3 The Customer is prohibited from assigning claims arising from or in connection with the Contract with Santec. Any assignment in violation of the foregoing provision shall be void. Santec may assign claims arising from or in connection with the Contract to third parties.

13.4 The Customer may not set off claims of Santec against counterclaims of the Customer. Santec is permitted to set off claims of the Customer against counterclaims of Santec.

13.5 All legal relationships between the Customer and Santec, including these GTC, are governed by Swiss law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.6 The courts at the registered office of Santec shall have exclusive jurisdiction for all disputes arising from or in connection with the Contract between the Customer and Santec. Alternatively, Santec is free to bring proceedings before the court at the place of its branch office or the Customer's registered office or domicile.