

## I. General Provisions

2f-Leuchten GmbH (Seller) based in 6203 Sempach Sataion, Switzerland, produces and sells high-quality luminaires and customized lighting systems worldwide. Hereinafter, 2f-Leuchten GmbH will be referred to as the “Seller” and the respective contractual partner as the “Buyer”. The terms and conditions apply to all transactions between Seller and Buyer and are attached to every offer, as well as available on the website in various languages. All agreements, as well as their supplements and amendments, must be in writing. The Buyer expressly acknowledges the current terms and conditions of 2f-Leuchten GmbH, with a mere formal objection by the Buyer, especially in their own terms and conditions, being disregarded.

## II. Offer / Cost Estimates / Samples

Our offers are based solely on our General Terms and Conditions and are non-binding until a written order confirmation is received. Oral side agreements require written confirmation. Offers are valid for two months unless otherwise agreed in writing. Confirmed prices apply only if the ordered quantity is accepted and are based on the costs at the time of the offer. In the event of cost increases up to the conclusion of the contract, the Seller is entitled to adjust the prices. Prices are exclusive of VAT, transport, installation, disposal, as well as import costs and duties. Information in offers and order confirmations such as data, drawings, weight, and dimensions are carefully prepared; we reserve the right to correct errors and make technical changes even after the contract is concluded. We are not liable for errors, misprints, and price changes. Cost estimates are non-binding unless expressly agreed otherwise in writing. The cost for preparing a cost estimate will be charged to the client.

At the customer’s request, a sample from the range can be provided for viewing against payment (payment term: 30 days). This fee will be credited to the total amount upon order placement.

## III. Order / Performance / Contract Withdrawal by the Seller

Orders become binding upon receipt of our order confirmation or delivery note. Verbally agreed orders and side agreements are made at the Buyer’s risk. Furthermore, it is the Buyer’s responsibility to check the order confirmation for conformity with the order. If the order confirmation deviates, the Buyer’s consent is deemed granted unless they immediately object in writing. If there is no timely objection, the deviations are considered accepted. In case of cancellations, the Buyer bears all incurred costs. Offer and project documents may not be duplicated or made accessible to third parties without the Seller’s consent. The Seller can withdraw from the contract if:

- a) the execution of the delivery or service is impossible or further delayed due to reasons attributable to the Buyer,
- b) there are doubts about the Buyer’s solvency and they neither make an advance payment nor provide a suitable security,
- c) unforeseeable circumstances extend the delivery time by more than half of the originally agreed period, but at least by 6 months.

The withdrawal can also refer to outstanding partial deliveries or services. In the event of withdrawal, already performed services must be settled and paid for according to the contract, even if the delivery has not yet been accepted or it concerns preparatory actions. The Seller can also demand the return of already delivered items.

The Buyer is responsible for ensuring that all preliminary works are completed before our installations begin. The Buyer must also ensure that required auxiliary personnel, lifting equipment, scaffolding, and small materials are provided free of charge. If this is not the case, we are compelled to use the provided installation material (e.g., scaffolding, lifting equipment, etc.) and subsequently charge the Buyer. The same applies to incurred costs (e.g., downtime, travel expenses) of our installers.

## IV. Delivery

Our deliveries are made ex-works unless otherwise agreed in writing. The place of performance is the Seller’s location: Industriestrasse 17a, 6203 Sempach Station. Delivery times and dates are non-binding and start from the latest of the following points in time: order confirmation, fulfillment of all customer requirements, or receipt of a down payment/security. Delivery times are subject to correct and timely delivery by our suppliers. Delays by authorities in exporting to third countries are beyond our responsibility.

We are entitled to make partial deliveries and partial invoices, unless this is unreasonable for the customer. The Buyer will be informed immediately of any changes to the delivery date or partial deliveries. Adherence to delivery deadlines requires the fulfillment of all contractual obligations by the Buyer. Necessary official permits must be obtained by the customer; otherwise, the delivery period will be extended. Deliveries on call are deemed to have been called up no later than one year after the order. Additionally, we reserve the right to charge storage costs for goods not called up or called up late.

Unforeseeable events such as labor disputes, force majeure, and other disruptions release us from the delivery obligation for their duration or in the event of impossibility. These circumstances also extend the delivery period for our suppliers. In case of delivery delays, the Buyer must grant a reasonable grace period. Withdrawal from the contract is only possible in the case of gross negligence by the Seller and after a minimum grace period of 6 weeks has passed and must be in writing by registered mail. The Buyer waives claims for damages due to delayed delivery.

All deliveries are at the Buyer's risk. Packaging is carried out according to commercial standards and is only taken back by express agreement. With delivery, packaging, and disposal obligations are transferred to the customer. Transport, insurance, and customs costs are borne by the customer, unless otherwise agreed in writing. Unloading and transporting the goods are not included in the price.

## **V. Invoice/Pricing**

The final invoice is based on the prices and conditions valid or agreed upon on the day of delivery. The calculations of the offer are valid only when ordering the entire offered goods or quantity. Our quoted prices are exclusive of VAT, transport, installation, disposal, as well as import costs and duties. For deliveries in foreign currencies, we are in any case entitled to exercise an option on the due date to demand the claim either in euros or in the originally underlying foreign currency. The customer is obligated to immediately check invoices and report any deficiencies. After the due date, a correction is no longer possible, and the invoice amount is considered accepted.

## **VI. Payment Terms/Default**

Unless otherwise agreed, the invoice is payable without deduction 14 days after the invoice date or delivery. Any granted special conditions are only valid in case of timely payment.

Default interest is to be paid at the statutory rate, without the need for a reminder. In the event of payment difficulties of the Buyer, all claims of the Seller become due immediately. For partial deliveries or partial services, 2f-Leuchten GmbH is entitled to issue partial invoices. In case of partial payment default, the total claim becomes due immediately. We reserve the right to adjust prices for not yet delivered services if changes exceed 5% of the original costs and are proven.

## **VII. Insurance Coverage**

The Seller has taken out trade credit insurance for all customers. If the Buyer's claims are not covered by the insurance company, the Buyer is obligated to provide appropriate security (bank guarantee, advance payment, cash on delivery).

## **VIII. Non-Acceptance of Ordered Goods / Return Goods**

If the acceptance of the ordered goods is refused or not accepted for any reason or a correct delivery is not possible due to incorrect address information, we will charge all incurred costs to the customer. We are entitled to charge the Buyer an appropriate and customary fee for the storage of the goods or to store the goods at the Buyer's expense with a commercial warehouse keeper. The purchase price is determined according to the aforementioned provisions on pricing. Any return goods must in any case be approved in advance in writing by the Seller. For returned goods, the Buyer must pay a 30% processing fee. The return of custom-made products, special constructions, and non-standard parts is excluded.

## **IX. Retention of Title / Builders' lien**

All delivered goods remain the property of the Seller until full payment is made. Ownership is transferred to the Buyer only after all payment obligations have been fulfilled. Resale, pledge, or transfer by way of security is only permitted with the prior consent of the Seller. Upon consent, the Buyer assigns their claim from the resale to the Seller for security and informs the secondary buyer accordingly. In case of seizure or claim, the Buyer must immediately notify the Seller. In case of processing, co-ownership of the new product is created without any obligations or costs for the Seller.

## **X. Complaints and Warranties**

The products are delivered with the properties to be expected under normal use. Any defects must be reported within five working days after delivery. Any transport damage and/or losses must be determined, documented (e.g., photos), and reported in writing to 2f-Leuchten GmbH immediately upon delivery in the presence of the carrier; otherwise, the damage is considered accepted by the Buyer. This obligation also applies if the delivery is made at the request of the Buyer to a third party and must be transferred to this third party. Any later complaint results in the loss of all claims, especially under warranty, damages, or mistake. If the Buyer is an entrepreneur, they are obligated to inspect the delivered goods. This inspection must be carried out at least randomly. The reversal of the burden of proof under Art. 174 Abs. 3 SIA-Norm 118 is excluded. The complained goods must be sent to us free of charge for inspection; the Buyer bears the liability for proper and safe shipment. The Seller is not liable for slight or gross negligence. This does not apply to personal injuries. The existence of fault must be proven by the injured party. The replacement of (defect) consequential damages (such as lost profits, production downtime, installation and removal, lifting equipment, scaffolding, ... etc.), as well as other property damages, financial losses, and damages to third parties, is excluded. The Seller is also not liable for services provided by third parties or obtained from third parties. Without exception, there is no liability for damages caused by improper handling, assembly, or processing, especially if the installation was not carried out by us.

## **XI. Product Liability**

The Buyer waives recourse claims against the Seller under § 12 PHG unless they prove that the error was caused by the Seller and was at least grossly negligent. The Seller's product liability for non-consumer companies is excluded.

## **XII. Jurisdiction, Choice of Law, Place of Performance**

Switzerland law applies exclusively. The applicability of the UN Sales Convention is excluded. The place of performance is the Seller's location. The place of jurisdiction for all disputes arising directly or indirectly from the contract is agreed to be Salzburg. However, the Seller can sue the Buyer at any other legal place of jurisdiction.

## **XIII. Delivery**

Documents and paperwork (such as invoices, contract rejections, etc.) sent to the Buyer at the last known address or the last valid email address of the Buyer are considered received in any case, unless the Buyer has notified us of a change in writing.

## **XIV. Industrial Property Rights and Copyright**

If a product is manufactured by the Seller based on design specifications, drawings, models, or other specifications provided by the Buyer, the Buyer must indemnify and hold the Seller harmless in case of any infringement of property rights. Execution documents such as plans, sketches, and other technical documents, as well as samples, catalogs, brochures, images, and the like, remain the intellectual property of the Seller and are subject to the relevant legal provisions regarding reproduction, imitation, competition, etc.

## **XV. Debt collection**

Our representatives are not authorized to collect payments. Payments to 2f-Leuchten GmbH with debt-discharging effect for the customer can therefore only be made to our announced bank accounts. Cash payments are possible in our business premises and only against the issuance of a payment receipt.

## **XVI. Severability Clause**

If provisions are or become invalid in whole or in part due to legal regulations, the validity of the remaining provisions is not affected. The invalid provision is to be replaced by a valid one that comes closest to the economic content of the invalid provision.

## **XVII. Data Protection**

The Seller is responsible for processing personal data within the framework of the order in accordance with the GDPR and is permitted to process such data. Materials and data carriers will be returned, stored for a fee, or destroyed after the service has ended. The responsible party may create copies for documentation purposes. The Buyer agrees that their data may be transferred and processed by third parties. Sensitive data will be stored appropriately, even beyond the end of the contract. Billing data is subject to the statutory retention requirement. Inquiries or withdrawals can be made in writing. Consent to direct advertising is expressly granted. Incorrect data must be reported immediately. The data protection provisions are available on the website and have been accepted. Inquiries about information, a withdrawal, or a restriction can be made at any time in writing to 2f-Leuchten GmbH, Industriestrasse 17a, 6203 Sempach Station or [schweiz@2f-leuchten.com](mailto:schweiz@2f-leuchten.com). The current data protection provisions are available on the homepage "<https://www.2f-leuchten.com/en/privacy-policy>" and have been acknowledged with consent.

## **XVIII. Place of Performance and Jurisdiction, Applicable Law**

The exclusive place of performance is agreed to be 6203 Sempach Station, Switzerland. For all disputes or legal disputes arising from the contractual relationship, the court with jurisdiction at the Seller's headquarters in 6203 Sempach Station is agreed. The contract is subject to Switzerlandn law to the exclusion of conflict of law rules. The application of the "UNCITRAL Convention" of the United Nations on Contracts for the International Sale of Goods, particularly the UN Sales Law, is excluded.