

General Terms and Conditions of Sale

I. General provisions

1. If the purchaser should default in making payment, interest shall be charged on arrears on the basis of § 247 and 288 of the German Civil Code, any and all further claims being reserved.
2. If the purchaser becomes insolvent or a petition is filed by or against the purchaser, the total amount shall fall due immediately. The supplier shall be entitled to offset such amounts against his own liabilities.

II. Payment

1. In principle, all payments plus value-added tax at the current rate shall be made as and when due without any deductions free to the supplier's bank account.
 - a) In the case of transactions with an order value of up to € 10,000: net cash upon delivery and receipt of the invoice.
 - b) In the case of transactions with an order value exceeding € 10,000 and a delivery period of up to 3 months: 1/3 of the order value upon signing of the contract, the balance upon delivery.
 - c) In the case of transactions with an order value exceeding € 10,000 and a delivery period of more than 3 months:
 - 30% of the order value upon signing of the contract,
 - 30% of the order value on expiry of the first third of the agreed delivery period,
 - 30% of the order value upon expiry of the second third of the agreed delivery period,
 - the balance upon delivery.

In the event of delivery being delayed for reasons within the purchaser's control, the date upon which the goods are reported ready for dispatch shall be deemed to be the date of delivery.

2. Bills of exchange shall not be accepted in settlement of payments due other than with the supplier's prior approval. Bill charges and interest paid on bills shall be refunded to the supplier separately.

Whatever the manner of payment, the purchaser's obligation shall be deemed to have been discharged on the date on which the supplier is free to dispose of the amount due.

III. Supplementary provisions / Area of Application

In addition to the stipulations agreed under the supplier's "General Terms and Conditions of Sale", the sale of the supplier's goods/services shall be exclusively governed by the "General Conditions of Supply and Delivery for the Products and Services of the German Electrical Industry", as amended under item III (reservation of title), supplementary clause on extended reservation of title. These aforementioned General Conditions of Supply and Delivery as amended from time to time shall form an integral part of our "General Terms and Conditions of Sale".

General business conditions of the purchaser will not form a part of the contract.

General business conditions of the purchaser which are contrary to, or differing from our general business conditions will not be accepted by us, unless we have in individual cases expressly agreed to them in writing.

No general business conditions of the purchaser will be accepted even if they are not expressly objected to upon receipt.

With reference to the EC Directive "Waste Electrical and Electronic Equipment (WEEE)", and the corresponding national regulations, the supplier shall resort to the possibility of a bilateral agreement as follows:

Unless expressly agreed otherwise, the purchaser shall be responsible for proper waste management and shall recycle/dispose of the products supplied in accordance with the WEEE regulations in force at the time. If the goods are resold, the purchaser shall impose this same obligation upon the party or parties to whom the goods are sold. The supplier shall be prepared, subject to mutual agreement, to attend to recycling/disposal at the terms and conditions prevailing in the market at the time the goods are taken back.

Goods returned:

Credits for goods returned shall be conditional on the supplier's prior written consent. Undamaged goods in their original packing shall, subject to the supplier's prior consent, be credited to the purchaser in an amount of 70% of the price invoiced, less the costs for packaging, transport and any necessary reprocessing. No custom-made goods nor goods modified for specific projects shall be taken back. The same shall apply to any items designated as sold-off.

In the case of orders valued at less than € 500, the supplier shall reserve the right to apply a service charge of € 50.

The "General Terms and Conditions of Sale" of SITECO Beleuchtungstechnik GmbH (as well as the supplementary conditions referred to therein) shall, if any individual points should prove to be ineffective in law, remain binding in respect of the other points. This shall not apply where adherence to the provisions of the contract would amount to undue hardship for either party.