

LEDVANCE Ireland / LEDVANCE Benelux B.V. – Irish Branch Standard Terms and Conditions

(The purchaser's attention is drawn to the provisions of conditions 11.3 and 11.4 below).

1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

"Applicable Law" all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction together with all codes of practice having force of law, statutory guidance, regulatory policy or guidance and industry codes of practice;

"Conditions" the standard terms and conditions of sale as set out in this document and as amended from time to time in accordance with Condition 2.4;

"Contract" the Order and LEDVANCE's acceptance of the Order;

"Delivery Note" as described in Condition 5.5;

"Goods" any goods agreed in the Contract to be supplied to the Purchaser by LEDVANCE (including any part or parts of them);

"GDPR" the General Data Protection Regulation 2016 (Regulation (EU) 2016/679);

"Incoterms" the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made;

"Indebtedness" any obligation to pay or repay money (whether present or future, actual or contingent, joint or sole);

"Intellectual Property Rights" any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"LED" Light-emitting Diode;

"LEDVANCE" LEDVANCE Benelux B.V. registered in Ireland (registered number 909241) whose registered office is at 70 Sir John Rogerson's Quay, Dublin 2 DO2 R296, Ireland;

"LEDVANCE Materials" any documents or other materials, and any data or other information provided by LEDVANCE relating to the Goods;

"Losses" losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);

"Order" the Purchaser's order for the Goods, as set out in the Purchaser's purchase order form or written acceptance of LEDVANCE's quotation;

"Price" has the meaning given to it in Condition 9.1;

"Purchaser" the person(s), firm or company from whom the Order is received by LEDVANCE;

"Purchaser Default" as described in Condition 8.2;

"Special Conditions" any special conditions as set out or referred to in the Order;

"Specification" any specification for the Goods that is supplied by LEDVANCE to the Purchaser or agreed in writing by LEDVANCE; and

"Working Day" a day (other than a Saturday, a Sunday or a public holiday in Ireland) on which banks in Ireland are open for business.

1.2 In these Conditions (except where the context otherwise requires):

1.2.1 words in the singular include the plural and vice versa and reference to any gender includes the others;

1.2.2 reference to "a person" includes a natural person, company or unincorporated body (whether or not having separate legal personality);

1.2.3 a reference to "company" includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.4 references to legislation are to that legislation as amended, extended or re-enacted from time to time;

1.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

1.2.6 any words following the terms "including", "include", "in particular" or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and

1.2.7 a reference to "writing" or "written" includes email but not faxes.

1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions.

1.4 The Contract shall be binding upon, and ensure to the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party's personal representatives, successors and permitted assignees.

2. APPLICATION OF THESE CONDITIONS

2.1 These Conditions are the only conditions upon which LEDVANCE is prepared to deal with the Purchaser and they shall govern the Contract to the entire exclusion of all other terms and conditions.

- 2.2 No terms or conditions (other than these Conditions and any Special Conditions) endorsed upon, delivered with or contained in the Order, confirmation of order or other document (whether or not any such document is referred to in the Contract) or any other terms that the Purchaser seeks to impose or incorporate will form part of the Contract.
- 2.3 All conditions (other than these Conditions), warranties and other statements whatsoever that would otherwise be implied or imposed by statute, common law, trade custom or practice, a course of dealing or otherwise howsoever are excluded from the Contract to the fullest extent permitted by law.
- 2.4 These Conditions apply to all LEDVANCE's sales of Goods and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of LEDVANCE.
- 2.5 Each Order shall be deemed to be an offer by the Purchaser to purchase Goods subject to these Conditions.
- 2.6 All Orders for Goods must be for multiples as per the sales pack detailed for each product and any Orders for part sales packs will be rounded up to the next full sales pack quantity.
- 2.7 No Order shall be deemed to be accepted by LEDVANCE until LEDVANCE gives written notice of acceptance of the Order or (if earlier) LEDVANCE delivers the Goods to the Purchaser.
- 2.8 The Purchaser must ensure that the terms of its Order and any applicable Specification are complete and accurate.
- 2.9 Any quotation by LEDVANCE shall not constitute an offer and is given on the basis that no contract will come into existence until the Purchaser places an Order and LEDVANCE accepts that Order in accordance with Condition 2.6. Any quotation is valid for a period of thirty (30) days only from its date (or such other period stated in the Order), during which period the Purchaser may place an Order based on that quotation, provided that LEDVANCE has not previously withdrawn it.
- 2.10 LEDVANCE will not accept any cancellation of any such Order nor the return of any such Goods except under Condition 4.4.
- 2.11 LEDVANCE shall not be obliged to accept any Order. Any sample submitted with LEDVANCE's quotation is returnable on LEDVANCE's request.
- 2.12 The Contract constitutes the entire agreement and understanding between the parties.
- 2.13 The Purchaser acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding made or given by or on behalf of LEDVANCE (whether innocently or negligently) which is not expressly set out in the Contract. The Purchaser shall not have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Contract.

3. DESCRIPTION

- 3.1 The description of the Goods shall be as set out in LEDVANCE's quotation as modified by any Specification.
- 3.2 LEDVANCE may amend any Specification if required by any Applicable Laws, following which the applicable Specification shall be that as so amended.
- 3.3 All samples, descriptive specifications, drawings, descriptive matter, advertising, particulars of weights and dimensions and all forwarding specifications produced by LEDVANCE and any descriptions or illustrations contained in LEDVANCE's catalogues or brochures are produced solely to describe the Goods approximately and do not form part of the Contract. All prices quoted in such documentation is subject to alteration or withdrawal from time to time without notice.
- 3.4 Any typographical, clerical or other error or omission in any of LEDVANCE's catalogues, brochures, sales literature, quotation, price list, acceptance of offer, invoice, Order or other document or information issued by LEDVANCE shall be subject to correction without any liability to LEDVANCE.
- 3.5 Any advice or recommendation given by LEDVANCE or its employees or agents to the Purchaser or its employees or agents as to the storage, application or use of the Goods which is not detailed in the Specification, is followed or acted upon entirely at the Purchaser's own risk, and accordingly LEDVANCE shall not be liable for any such advice or recommendation.
- 3.6 All Goods will be supplied in accordance with the Specification subject to availability to LEDVANCE of the applicable materials. Where specified materials are not available LEDVANCE reserves the right without further notice to substitute other materials.
- 3.7 Where the Goods include LED components the Purchaser acknowledges that LED components are, as a result of innovations, subject to a fast rate of change. LEDVANCE therefore reserves the right to change components of lights fitted with LEDs.

4. QUALITY

- 4.1 LEDVANCE warrants that (subject to the other provisions of these Conditions) upon delivery, and for a period of twelve (12) months from the date of delivery or such other period stated on the packaging of the Goods, the Goods will:
 - 4.1.1 be free from material defects in design, materials and workmanship;
 - 4.1.2 be reasonably fit for any particular purpose for which the Goods are being purchased if the Purchaser had made known that purpose to LEDVANCE in writing and LEDVANCE has confirmed in writing that it is reasonable for the Purchaser to rely on the skill and judgment of LEDVANCE; and
 - 4.1.3 conform in all material respects with their description in the Specification;
- 4.2 LEDVANCE shall not be liable for a breach of warranty under in Condition 4.1 unless the Purchaser gives written notice of the breach to LEDVANCE, and (if the defect is as a result of damage in transit), to the carrier:
 - 4.2.1 in the case of a defect that is apparent on normal visual inspection, within three (3) Working Days of delivery; or
 - 4.2.2 in the case of a latent defect, within a reasonable time after the latent defect becomes apparent; and
 - 4.2.3 LEDVANCE is given a reasonable opportunity after receiving the notice under Conditions 4.2.1 or
 - 4.2.4 to examine such Goods and the Purchaser (if asked to do so by LEDVANCE) returns such Goods to LEDVANCE's place of business at the LEDVANCE's expense for the examination to take place there.
- 4.3 LEDVANCE shall not be liable for a breach of warranty under Condition 4.1:
 - 4.3.1 if the Purchaser makes any further use of such Goods after giving notice under Condition 4.2;

- 4.3.2 if the defect arises because the Purchaser failed to follow any instructions from LEDVANCE (written or otherwise) as to the storage, installation, commissioning, use or maintenance of such Goods or (if none were given) failed to comply with good trade practice;
- 4.3.3 if the Purchaser alters or repairs such Goods without the written consent of LEDVANCE;
- 4.3.4 if the defect arises from LEDVANCE following any design, drawing, diagram, specification or other technical instruction provided by the Purchaser;
- 4.3.5 if the defect arises through wilful damage or the Purchaser's negligence;
- 4.3.6 if the Purchaser used the Goods otherwise than in accordance with the correct temperature and power supply required;
- 4.3.7 if the Purchaser has not paid the full Price of such Goods by the due date for payment;
- 4.3.8 in the case of LEDs that are inseparably and fixedly connected to each other in a lighting block, the failure of an individual light diodes provided the average luminous flux does not fall below a value of 70% of the initial light given with appropriate use and standardised measurement; and/or
- 4.3.9 in respect of fair wear and tear.
- 4.4 Subject to Conditions 4.2 and 4.3, if any of the Goods do not conform with any of the warranties in Condition 4.1 LEDVANCE shall at its option repair or replace such Goods (or the defective part) or refund the Price (or a pro-rated amount of the Price if not all the Goods are defective) provided that, if LEDVANCE so requests, the Purchaser shall return the Goods or such of the Goods as are defective to LEDVANCE, LEDVANCE agrees to refund the cost of carriage to return such Goods.
- 4.5 If LEDVANCE complies with Condition 4.4 it shall have no further liability for a breach of any of the warranties in Condition 4.1.
- 4.6 This Condition 4 shall apply in respect of any repaired or replacement Goods for any unexpired part of the twelve (12) month period referred to in Condition 4.1.
- 4.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980 are excluded from the Contract to the fullest extent permitted by law.
- 4.8 Where LEDVANCE is not the manufacturer of the Goods, LEDVANCE will endeavour to transfer to the Purchaser the benefit of any warranty or guarantee given to LEDVANCE.
- 4.9 The warranty under Condition 4.1 does not extend to parts, materials or equipment not manufactured by LEDVANCE, in respect of which the Purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to LEDVANCE.
- 4.10 LEDVANCE does not warrant that the Goods are fit for any specific purpose or application or fit for any specific environmental conditions unless the Purchaser has communicated a specific purpose or application or specific environmental condition to LEDVANCE and this was accepted in writing by LEDVANCE in the Order.

5. DELIVERY

- 5.1 The Goods shall be delivered, to such location as specified in the Order or such other location as the parties may agree, at any time after LEDVANCE gives the Purchaser notice that the Goods are ready for delivery.
- 5.2 The Purchaser will provide at its expense at the location for delivery determined under Condition 5.1 adequate and appropriate equipment and manual labour for loading the Goods and shall provide all requisite instructions, documents, licences and authorisations required for or relevant to the delivery of the Goods to enable delivery to take place.
- 5.3 Delivery of the Goods shall be complete when the Goods have arrived at the location for delivery determined under Condition 5.1.
- 5.4 Where LEDVANCE is delivering the Goods LEDVANCE reserves the right to choose the method of transport.
- 5.5 The Purchaser will sign, at the time of delivery, the delivery documentation provided by LEDVANCE to acknowledge receipt of the Goods ("**Delivery Note**") which will constitute acknowledgement of all cartons or packages specified on the Delivery Note.
- 5.6 Where the Goods are delivered with shortages and/or any damage caused in transit, this must be clearly stated by the Purchaser on the Delivery Note at the time of delivery. LEDVANCE undertakes to investigate, and credit where appropriate for such shortages/ damage.
- 5.7 Where shortages and/or damage to Goods are not apparent at the time of delivery, the Purchaser must notify LEDVANCE, in writing, within three (3) Working Days of delivery. LEDVANCE undertakes to investigate, and credit where appropriate for such shortages/ damage.
- 5.8 Unless otherwise stated in the Order, any dates specified by LEDVANCE for delivery of the Goods are intended to be an estimate only and time for delivery is not of the essence. If no dates are so specified, delivery will be within a reasonable time.
- 5.9 LEDVANCE shall not be liable for any delay in delivery of the Goods caused by the Purchaser failing to comply with Condition 5.2 or any other Condition.
- 5.10 If for any reason the Purchaser fails to take delivery of any of the Goods within the period of seven (7) days after LEDVANCE has given the Purchaser notice that they are ready for delivery (or if LEDVANCE is unable to deliver the Goods within that period because the Purchaser has not complied with Condition 5.2 or any other Condition):
 - 5.10.1 completion of delivery of the Goods will be deemed to have taken place at 9.00am on the next Working Day following the expiry of that period;
 - 5.10.2 the Goods shall be at the risk of the Purchaser from the time specified in Condition 5.10.1;
 - 5.10.3 without prejudice to any other rights or remedies it may have, including its rights under Condition 5.10.4 LEDVANCE may store the Goods until actual delivery and the Purchaser will be liable for all related costs and expenses (including for storage and insurance); and
 - 5.10.4 without prejudice to any other rights or remedies it may have, if the Purchaser has not taken delivery of those Goods within seven (7) days from the time specified in Condition 5.10.1, LEDVANCE may resell or otherwise dispose of part or all of those Goods.

- 5.11 LEDVANCE may deliver the Goods by instalments and each instalment shall be treated as a separate Contract so that failure to deliver, or any defect in, one or more instalment shall not entitle the Purchaser to reject the other instalments.
- 5.12 The Purchaser shall not resell the Goods in any packaging other than the packaging in which the Goods were delivered to the Purchaser and shall not alter or damage that packaging in any way whatsoever and the Purchaser shall indemnify and keep indemnified LEDVANCE in full and hold it harmless on demand from and against any and all Losses suffered or incurred by LEDVANCE or for which LEDVANCE may become liable arising out of or in connection with any claim made against LEDVANCE as a result of the Purchaser failing to comply with this Condition 5.12.

6. NON-DELIVERY

- 6.1 The quantity of any consignment of Goods as recorded by LEDVANCE upon despatch from LEDVANCE shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.
- 6.2 LEDVANCE shall not be liable for any non-delivery of the Goods caused by the Purchaser failing to comply with Condition 5.2 or any other Condition.
- 6.3 Any liability of LEDVANCE for non-delivery of the Goods shall be limited to replacing within a reasonable time, or issuing a credit note against any invoice raised for, any such Goods that were not delivered.

7. RISK AND OWNERSHIP

- 7.1 The Goods shall be at the risk of the Purchaser from completion of delivery.
- 7.2 Ownership of the Goods shall not pass to the Purchaser until LEDVANCE has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 7.2.1 the Goods; and
 - 7.2.2 all other sums which are, or which become, due to LEDVANCE from the Purchaser on any account.
- 7.3 From completion of delivery until ownership of the Goods has passed to the Purchaser, the Purchaser must:
 - 7.3.1 hold the Goods as LEDVANCE's bailee on a fiduciary basis;
 - 7.3.2 store the Goods (at no cost to LEDVANCE) separately from all other goods of or in the possession of the Purchaser in such a way that they remain readily identifiable as the property of LEDVANCE;
 - 7.3.3 not destroy, deface, remove or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.4 maintain the Goods in satisfactory condition;
 - 7.3.5 keep the Goods insured on LEDVANCE's behalf for the full Price against all risks to the reasonable satisfaction of LEDVANCE and on request produce to LEDVANCE the policy of insurance;
 - 7.3.6 hold the proceeds of the insurance referred to in Condition 7.3.5 on trust for LEDVANCE and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
 - 7.3.7 inform LEDVANCE immediately if there occurs, or if LEDVANCE knows there is about to occur, any of the events referred to in Condition 14.2; and
 - 7.3.8 give LEDVANCE such information relating to the Goods as LEDVANCE may from time to time require.
- 7.4 The Purchaser may resell the Goods before ownership has passed to it solely on the following conditions:
 - 7.4.1 any sale shall be a bona fide transaction on arm's length terms; and
 - 7.4.2 any such sale shall be a sale of LEDVANCE's property on the Purchaser's own behalf and the Purchaser shall deal as principal when making such a sale.
- 7.5 If, before ownership of the Goods has passed to the Purchaser in accordance with Condition 7.2:
 - 7.5.1 there occurs any of the events referred to in Condition 14.2; or
 - 7.5.2 LEDVANCE reasonably believes that any of the events referred to in Condition 14.2 is about to occur; or
 - 7.5.3 the Purchaser fails to observe or perform any of its obligations under the Contract or any other contract between the Purchaser and LEDVANCE; or
 - 7.5.4 the Purchaser encumbers or in any way charges any of the Goods,LEDVANCE may, subject to Condition 7.6 and without limiting any other rights or remedies it may have, give notice to the Purchaser requiring it promptly to deliver up the Goods, failing which LEDVANCE may enter any premises of the Purchaser or of any third party where the Goods are held for the purpose of recovering the Goods.
- 7.6 LEDVANCE shall not be entitled to give notice under Condition 7.5 in respect of such of the Goods as have been resold in accordance with Condition 7.4 or irrevocably incorporated into another product.
- 7.7 LEDVANCE shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from LEDVANCE.
- 7.8 The Purchaser grants LEDVANCE, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Purchaser's right to possession has terminated, to recover them.

8. PURCHASER'S OBLIGATIONS

- 8.1 The Purchaser shall:
 - 8.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate; and
 - 8.1.2 comply with any additional obligations as set out in the Order or Specification.
- 8.2 If LEDVANCE's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Purchaser or failure by the Purchaser to perform any relevant obligation ("Purchaser Default"):
 - 8.2.1 without limiting or affecting any other right or remedy available to it, LEDVANCE shall have the right to cancel or suspend any further deliveries of Goods under the Contract until the Purchaser remedies the Purchaser Default, and to rely on the Purchaser Default to relieve it from the performance of any of its

obligations in each case to the extent the Purchaser Default prevents or delays LEDVANCE's performance of any of its obligations;

- 8.2.2 LEDVANCE shall not be liable for any Losses sustained or incurred by the Purchaser arising directly or indirectly from LEDVANCE's failure or delay to perform any of its obligations as set out in this Condition 8.2; and
- 8.2.3 the Purchaser shall reimburse LEDVANCE on written demand for any Losses sustained or incurred by LEDVANCE arising directly or indirectly from the Purchaser Default.

9. PRICE

- 9.1 Unless otherwise agreed by LEDVANCE in writing, and subject to Condition 9.2, the price for the Goods ("Price") shall be the price set out in the Order or, if no price is set out in the Order the price shall be as set out in LEDVANCE's published price list applicable on the date of completion (or deemed completion) of delivery.
- 9.2 LEDVANCE may, by notice to the Purchaser given no later than two (2) Working Days before completion of delivery, increase the Price to reflect any increase in the cost of the Goods due to:
 - 9.2.1 any request by the Purchaser to change the delivery date, quantity, Specification or type of Goods ordered;
 - 9.2.2 any delay arising from the inaccuracy or inadequacy of, or failure to provide, requisite instructions or information reasonably required from the Purchaser by LEDVANCE to perform its obligations under the Contract; or
 - 9.2.3 the impact of any Applicable Laws coming into force either before or after the date of the Contract, including but not limited to laws or regulations on waste electrical and electronic equipment, use of hazardous substances, packaging or disposal.
- 9.3 All amounts payable pursuant to the Contract are exclusive of value added tax ("VAT"), which shall be added at the prevailing rate as applicable and paid by the Purchaser following delivery of a valid VAT invoice.
- 9.4 The Price shall be inclusive of delivery, unless stated otherwise in the Order. The Price shall be Carriage Paid To (as described in Incoterms) locations in Ireland provided the Order value exceeds € 500,--.
- 9.5 Where the value of an Order for Goods is less than €500 a small Order charge of € 25,-- shall apply for freight and handling.
- 9.6 Unless otherwise stated in the Order, the Price shall be exclusive of all costs or charges in relation to loading, unloading, packaging, carriage and insurance, all of which amounts the Purchaser will pay in addition when it is due to pay for the Goods.

10 PAYMENT

- 10.1 LEDVANCE will invoice the Purchaser in accordance with the payment terms stated in the Order or if none are stated, LEDVANCE may invoice the Purchaser for the Goods on or at any time following completion (or deemed completion) of delivery.
- 10.2 The Purchaser shall pay the invoice in full within thirty (30) days of the date of invoice, or in accordance with such payment terms stated in the Order.
- 10.3 Time for payment shall be of the essence.
- 10.4 Receipts for payment will be issued only upon written request.
- 10.5 No payment shall be deemed to have been received until LEDVANCE has received cash or cleared funds.
- 10.6 All amounts payable to LEDVANCE under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 10.7 The Purchaser shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.
- 10.8 Without prejudice to any other right or remedy, LEDVANCE reserves the right to set off any amount owing at any time from the Purchaser to LEDVANCE against any amount payable by LEDVANCE to the Purchaser.
- 10.9 LEDVANCE shall be entitled to claim interest on the late payment of any amount properly due to LEDVANCE under the Contract accruing on a daily basis from the due date for payment until payment is made in full, both before and after any judgment, at a rate equal to the rate of statutory interest prescribed in the European Communities (Late Payment in Commercial Transactions) Regulations 2012 from time to time.
- 10.10 To the extent that it does not exercise its right to claim interest under Condition 10.9, LEDVANCE reserves the right to claim interest and fixed sum compensation under European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended.
- 10.11 If the Purchaser fails to make any payment on the due date then, without limiting any other right or remedy available to LEDVANCE, LEDVANCE may:
 - 10.11.1 have the right to cancel the Contract or cancel or suspend any further deliveries of Goods under the Contract; and/or
 - 10.11.2 after a reasonable time specified in the Order or such other time specified by LEDVANCE take back the Goods, which the Purchaser shall be obliged to surrender, in accordance with Condition 7.5.
- 10.12 If the Purchaser receives an invoice which it disputes in good faith the Purchaser must notify LEDVANCE within fourteen (14) days of the date of the invoice. LEDVANCE undertakes to investigate all such notifications and issue credit where appropriate. LEDVANCE reserves the right to reject claims made outside of this fourteen (14) day period.

11 LIMITATION OF LIABILITY

- 11.1 Subject to Condition 4, the following provisions of this Condition 11 set out the entire financial liability of LEDVANCE (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise howsoever.
- 11.2 Nothing in these Conditions shall limit or exclude the liability or remedy of either party:
 - 11.2.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
 - 11.2.2 for fraud or fraudulent misrepresentation;
 - 11.2.3 arising in respect of a defective product by virtue of the Liability for Defective Products Act 1991, as amended; or

11.2.4 for any act, omission or matter, liability for which may not be legally excluded or limited.

(The Purchaser's attention is drawn to the provisions of Conditions 11.3 and 11.4 below)

- 11.3 Subject to Condition 11.2 LEDVANCE shall not have any liability to the Purchaser, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, for any loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss whatsoever arising out of or in connection with the Contract.
- 11.4 Subject to Condition 11.2 and without prejudice to Condition 11.4 LEDVANCE's total liability to the Purchaser under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever shall in no circumstances exceed 50% of the Price.

12 EXPORT

- 12.1 If the Purchaser transfers any Goods provided by LEDVANCE under the Contract to any third party, the Purchaser shall comply with all Applicable Laws relating to export control, customs and foreign trade regulations, in particular US - (re-) export control regulations. ("**Foreign Trade Law**").
- 12.2 Prior to any transfer of Goods provided by LEDVANCE to a third party, the Purchaser shall in particular check and guarantee by appropriate measures, and provide LEDVANCE written confirmation, that:
- 12.2.1 there will be no infringement of embargoes imposed by the EU, the US and/ or by the UN by such transfer, by brokering contracts concerning or by providing other economic resources in connection with such Goods also considering the limitations of domestic business and prohibitions of by-passing the embargos;
- 12.2.2 such Goods are not intended for use in connection with armaments, nuclear technology or weapons or any other use that is prohibited by Applicable Law, if and to the extent such use is subject to prohibition or authorisation, unless authorisation is provided;
- 12.2.3 the regulations of all applicable sanctioned party lists of the EU, the US and/ or the UN concerning the trading with entities, persons and organisations listed therein are complied with.
- 12.3 If required to enable authorities or LEDVANCE to conduct export control checks, the Purchaser shall, upon request by LEDVANCE, shall promptly provide LEDVANCE with all information pertaining to particular end customers, destinations and intended use of Goods provided by LEDVANCE, as well as any relevant export control restrictions.
- 12.4 The Purchaser shall indemnify LEDVANCE from and against any and all Losses suffered or incurred by LEDVANCE or for which LEDVANCE may become liable arising out of or in connection with any breach of this Condition 12, whether or not the Contract has been terminated or expired.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 All rights, including any copyright or other Intellectual Property Rights, in any LEDVANCE Materials and all Intellectual Property Rights in or arising out of or in connection with the supply of the Goods shall, unless otherwise agreed in writing between the Purchaser and LEDVANCE, belong to LEDVANCE, subject only to a licence in favour of the Purchaser to use LEDVANCE Materials for the purposes of receiving the Goods.
- 13.2 The Purchaser shall not use any Intellectual Property Rights of LEDVANCE except those provided by LEDVANCE to the Purchaser for the purposes for which they were supplied and shall cease using them if required by LEDVANCE in writing at any time.
- 13.3 If the Goods are to be manufactured to a Specification provided by the Purchaser, the Purchaser shall indemnify and keep indemnified LEDVANCE in full and hold it harmless on demand from and against any and all Losses suffered or incurred by LEDVANCE or for which LEDVANCE may become liable arising out of or in connection with any claim made against LEDVANCE for alleged or actual infringement of a third party's Intellectual Property Rights in connection with LEDVANCE's use of such Specification and this Condition 13.3 shall survive termination or expiry of the Contract.
- 13.4 LEDVANCE hereby reserves any and all Intellectual Property Rights pertaining to its costs estimate, drawings and other such documents. These documents shall not be made accessible to third parties without LEDVANCE's prior written consent and shall upon request be returned to LEDVANCE without undue delay.

14 DATA PROTECTION

- 14.1 If and to the extent either party processes any personal data pursuant to the Contract, each party shall (and shall procure that all its personnel shall) comply with all Applicable Law in any jurisdiction relating to the processing or protection of personal data and privacy and shall not, by its act or omission, cause the other party to breach those laws.
- 14.2 The parties acknowledge and agree that the only type of personal data that shall be processed in connection with the Contract are the names and contact details of the personnel of LEDVANCE or the Purchaser for the purpose of supplying Goods under, and the management and administration of, the Contract. All such processing shall be carried out only to the extent and duration necessary for those purposes.
- 14.3 If any personal data is to be processed by either party on behalf of the other party under the Contract, the parties shall enter into a separate agreement for the processing of such data which shall contain all those provisions mandated by Article 28 of the GDPR.

15 PURCHASER CAPACITY AND SOLVENCY

- 15.1 If there occurs any of the events referred to in Condition 15.2, or LEDVANCE reasonably believes that any of the events referred to in Condition 15.2 is about to occur, LEDVANCE may give notice to the Purchaser, following which, without limiting any other rights or remedies it may have:
- 15.1.1 it may, without incurring any liability to the Purchaser cancel or suspend any further deliveries under the Contract or under any other contract with the Purchaser;

- 15.1.2 all outstanding amounts in respect of any Goods the delivery of which is complete (or deemed to be complete) shall become immediately due; and
- 15.1.3 it may, without incurring any liability to the Purchaser, by notice to the Purchaser, terminate the Contract.
- 15.2 For the purposes of Conditions 7.3.7, 7.5.1, 7.5.2 and 15.1, the relevant events are:
- 15.2.1 the Purchaser is in the reasonable belief of LEDVANCE, or is deemed to be, insolvent or unable or (being an individual) is deemed to have no reasonable prospect of being able (or admits its inability) to pay its debts as they fall due or stops or suspends payment of any of its debts (or (being a partnership) has any partner to whom any of the foregoing apply;
- 15.2.2 any of the Purchaser's Indebtedness is not paid in full when due or becomes due (or could be declared due) before its stated maturity because of default;
- 15.2.3 any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued out on or against, or affects, any of the Purchaser's assets and is not discharged or stayed within twenty one (21) days;
- 15.2.4 the Purchaser begins negotiations, or enters into, or gives notice of any intention to enter into, any composition or arrangement, with one or more of its creditors in order to reschedule any of its indebtedness because of actual or anticipated financial difficulties including, but not limited to, giving notice of a meeting of creditors for the purpose of considering a proposal for a company voluntary arrangement or (being an individual) an individual voluntary arrangement;
- 15.2.5 a moratorium is declared, or in any event comes into existence, over any of the Purchaser's Indebtedness;
- 15.2.6 any petition is presented, application made, resolution proposed, notice of meeting given or other action, proceedings, procedure or step taken whether by the Purchaser or any third party for, or which may lead to:
- a) the suspension of payments, winding up, dissolution, receivership, examinership or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Purchaser;
- b) the appointment of a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee supervisor, compulsory manager or other similar officer in respect of the Purchaser or any of its assets; or
- c) (where the Purchaser is an individual) bankruptcy, an individual voluntary arrangement or debt relief order;
- 15.2.7 any event similar to any of those set out in Conditions 15.2.1 to 15.2.6 occurs in relation to the Purchaser (including in any jurisdiction to which it is subject);
- 15.2.8 the Purchaser suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
- 15.2.9 the Purchaser (being an individual) dies or, by reason of illness or incapacity (whether mental or physical) is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
- 15.2.10 the financial position of the Purchaser deteriorates to such an extent that in the reasonable opinion of LEDVANCE the capability of the Purchaser adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 15.3 On termination of the Contract or any part of it for any reason, the Purchaser shall immediately return to LEDVANCE all LEDVANCE Materials. If the Purchaser fails to do so LEDVANCE may (without limiting any other rights and remedies it may have) enter the Purchaser's premises and take possession of them. Until they have been returned or repossessed, the Purchaser shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 15.4 The termination of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of LEDVANCE and the Purchaser existing at termination.
- 15.5 Such of these Conditions which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect.

16 ASSIGNMENT

- 16.1 LEDVANCE may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.
- 16.2 The Purchaser shall not be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of LEDVANCE.

17 FORCE MAJEURE

- 17.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea, epidemics or similar events and default of LEDVANCEs or sub-contractors caused by any such event), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.
- 17.2 If the performance of any of LEDVANCE's obligations under the Contract are delayed or prevented as described in Condition 17.1 for a continuous period of one (1) month, LEDVANCE may terminate the Contract, without liability to the Purchaser, by giving notice to the Purchaser.

18 COMMUNICATIONS

- 18.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas):
- 18.1.1 (in the case of communications to LEDVANCE) to its registered office or such changed address as shall be notified to the Purchaser by LEDVANCE; or
- 18.1.2 (in the case of communications to the Purchaser) to its registered office (if it is a company) or (in any other case) to any address or email address of the Purchaser set out in any document which forms part of the Contract or such other address as shall be notified to LEDVANCE by the Purchaser.
- 18.2 Communications shall be deemed to have been received:
- 18.2.1 if delivered personally, at the time of delivery to the address;
- 18.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting; and
- 18.2.3 if sent by pre-paid registered airmail, at 9.00am on the fifth Working Day after posting.
- 18.3 This Condition 17 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

19 GENERAL

- 19.1 Except as otherwise stated in the Contract, the Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Purchaser shall not have, nor represent that it has, any authority to make or enter into any commitments on LEDVANCE's behalf or otherwise bind LEDVANCE in any way.
- 19.2 The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise thereof) shall not be considered as limiting LEDVANCE's rights or remedies under any other provision of these Conditions (or the exercise thereof).
- 19.3 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a **"void provision"**) such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 19.4 A failure to exercise, or delay in exercising a right, power or remedy provided to LEDVANCE by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.
- 19.5 Any waiver by LEDVANCE of any breach of, or any default under, any provision of the Contract by the Purchaser will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 19.6 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the law of Ireland and the parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any such matter.