

GENERAL TERMS AND CONDITIONS

Version 4.0 – valid from 22 March 2019 until revocation

1. Contractual object

- 1.1. These General Terms and Conditions of Delivery shall be the basis for all contracts for the supply of goods and services by RIBAG Licht AG, Kanalstrasse 18, CH-5745 Safenwil (hereafter referred to as "Seller") to its customers (hereafter referred to as "Customers"). Customers are only dealers within the meaning of numeral 2.7. of these general terms and conditions (B2B).
- 1.2. The Terms and Conditions shall be deemed to have been accepted by the act of ordering products from the range through the B2B online shop. These Terms and Conditions shall be accepted by the Buyer with binding effect during each order at the end of the order process by clicking the box specifically intended for this purpose. Any terms and conditions with contrary effect shall only be accepted if they have been confirmed in advance by RIBAG Licht AG without exception in writing.

2. Offer and prices

- 2.1. Unless a validity period is expressly indicated, all offers of RIBAG Licht AG are subject to confirmation and the material concerned may be sold to another buyer during the intervening period.
- 2.2. RIBAG Licht AG reserves ownership and copyright over all diagrams, drafts and cost proposals. These documents shall be entrusted to the Buyer personally and may not be made accessible to third parties or copied without the written approval of RIBAG Licht AG. They must be returned upon request.
- 2.3. Lighting designs that must be prepared upon request by interested parties may be charged to the Buyer if no corresponding supply order is subsequently placed.
- 2.4. The terms and conditions of purchase of the Buyer or any amendments to these Terms and Conditions or to any other agreements shall only be binding upon RIBAG Licht AG insofar as acknowledged by it in writing.
- 2.5. A contract shall be deemed to have been concluded upon the issue of a written order confirmation by RIBAG Licht AG or upon shipment to the Buyer following receipt of an order. However, the issue of confirmation by RIBAG Licht AG concerning the receipt of an incoming order shall not have the effect of concluding a contract.
- 2.6. Prices are stated ex works RIBAG Licht AG and do not include value added tax. Unless specified otherwise, all product prices are stated in Swiss francs and exclude light sources, the costs of transportation and packaging, insurance, taxes and duties (such as for example value added tax, ORDEA [Swiss Ordinance on the Return, Taking Back and Disposal of Electrical and Electronic Appliances] through the SLRS: Swiss Lighting Recycling Foundation, WEEE costs under the EU Waste Electrical and Electronic Equipment Directive within the EU or customs duties), assembly, installation, startup and other ancillary costs. Such costs shall be borne by the Buyer and shall be charged in addition by the Seller or by the competent authorities.
- 2.7. The prices shown on the product pages of the website incl. VAT are used for illustration of possible pricing in retail sales by dealers and are not binding. The seller offers his goods only for sale, as far as the customer is a natural or legal person and at the conclusion of the legal transaction in the exercise of his commercial or self-employed professional activity (entrepreneur) and if he is not an end user or consumer as the end product in his self-employed professional, commercial or governmental or official. Decisive for the final sale by the retailer to the end user are the prices of the respective retailer.

3. Orders

- 3.1. Following the conclusion of a contract the order may only be amended by the Buyer with the approval of RIBAG Licht AG, which shall be conditional upon indemnification for any additional costs. Special orders may not be amended or cancelled.
- 3.2. Goods that have been ordered on a make-and-hold basis must be purchased by the Buyer within the call-off period specified. If this period is exceeded, the goods may be invoiced.

4. Payment terms

- 4.1. The following payment options are offered:
 - Invoice
Invoices shall be sent electronically by email (e-invoice) or upon request as hard copies by post.
 - Direct debit scheme (DDS)
 - Payment in advance
After the order has been successfully placed the contractual partner will be sent an invoice by email for payment in advance. For technical reasons, the items will only be dispatched after the amount has been credited to our account. Under certain circumstances this may take some time. If the contractual partner requires the order as a matter of urgency and has paid in advance, contact must be established with info@ribag.ch (sending the payment confirmation) in order to ensure that shipment can be expedited as much as possible.
- 4.2. Invoices shall be payable within 30 days without any deduction. Any other payment terms must be agreed upon in writing.

5. Delivery periods

- 5.1. Delivery periods are indicated separately for each product in the order confirmation. These delivery periods are non-binding and are indicated to the best of our knowledge. Any claims to damages on account of an overshoot of the delivery period cannot be accepted by the Buyer.

6. Shipment, packaging and inspection of the goods

- 6.1. RIBAG Licht AG shall decide on the method of shipment. It shall be entitled to ship the goods in partial deliveries. All deliveries shall be made carriage paid to the destination address, i.e. to the warehouse of the Buyer or any other address specified in advance. Deliveries shall be made at ground level or on a ramp. The Buyer shall make available at its own cost the persons required for unloading. The method of delivery is dependent upon weight and delivery may be effected by different carriers.
- 6.2. The Buyer must inspect the goods delivered promptly. A signature by an employee of the Buyer shall be regarded as confirmation that the shipment has been delivered in full and is free from any evident damage. Goods shall be shipped at the risk of the Buyer. The risk is therefore transferred to the buyer as soon as RIBAG Licht AG has handed over the goods to the shipping company.
- 6.3. Delivery shortfalls, incorrect deliveries or defects may only be objected to in writing within 8 days of receipt of the delivery. Damage caused during transit and physical damage to the goods delivered must be reported promptly to RIBAG Licht AG. It will not be possible to deal with damage that is reported too late. Packaging must be retained for inspection. Damage caused during transit for "ex works" deliveries must be reported directly to the carrier.

- 6.4. The disposal of packaging material shall be a matter for the Buyer. If the Purchaser has his place of business in a country in which special legal provisions on packaging material exist (e. g. Germany: Packaging Law), it is the Purchaser's responsibility to comply with the applicable legal provisions within the scope of disposal and to join the systems (Germany: Dual System) for the disposal of packaging material delivered by RIBAG Licht AG at his own expense.
- 6.5. In the event that the Seller (including any essential suppliers of the Seller that are difficult to replace) is affected by unforeseeable events or circumstances that are beyond the control of the parties, such as for example any force majeure occurrence that renders compliance with the agreed delivery deadline impossible, the deadline shall be extended by the duration of such circumstances; this shall apply in particular in situations involving armed conflict, executive action and prohibitions, delays in transportation and customs clearance, damage caused during transit, shortages of energy and raw materials, industrial disputes and non-delivery by an essential supplier of the Seller that is difficult to replace.
- 6.6. Any official or third party licences that are necessary for the completion of facilities shall be procured by the Buyer.

7. Transfer of risk and place of performance

- 7.1. The place of performance for the delivery of goods shall always be the factory or warehouse of RIBAG Licht AG. The use and risk shall pass to the buyer with the segregation or departure of the delivery ex works or ex warehouse, irrespective of the pricing agreed for the delivery (such as postage paid, CIF, etc.). This shall also apply if the delivery is made as part of an assembly or if the transport is carried out or organised by RIBAG Licht AG.
- 7.2. In the event of loss or damage during transportation, it shall be for the Buyer to raise a claim with the carrier, and it is recommended that the Buyer ensure that the relevant facts are officially recorded immediately.
- 7.3. The place of performance for contract work and services shall be the location at which the service is carried out, or in the event of doubt the factory of RIBAG Licht AG. Risk pertaining to performance or partial performance shall transfer to the Buyer at the time it is rendered.

8. Dispatch of samples

- 8.1. Lamps may be made available for lighting trials on an exceptional basis for a maximum of 60 days. Any material that is not returned within this period shall be invoiced. Any lamps that have been altered by the Buyer or damaged shall be invoiced under all circumstances.

9. Return shipments

- 9.1. Only products from the catalogue in their original packaging will be accepted. Any material that has been damaged will not be credited. Any reinstatement work shall be charged for at cost. Any missing parts such as fluorescent tubes, fixing material, original packaging etc. shall be charged for.
- 9.2. Goods that were sold more than 6 months previously (invoice of RIBAG Licht AG) may no longer be taken back.
- 9.3. Special orders, modified standard models (colour or finish) and light fixtures will not be taken back.
- 9.4. If any return shipment is incorrectly made at the cost of RIBAG Licht AG, RIBAG Licht AG may invoice the costs of such a return shipment to the Buyer or add them to the purchase price in the event that a further order is placed.

10. Guarantee and warranty

- 10.1. RIBAG Licht AG provides a 5-year manufacturer guarantee to the Buyer for products produced and marketed under the RIBAG brand in respect of products acquired after 1 September 2012. The guarantee period starts from the date of purchase. Otherwise, the warranty period for new goods shall extend for a maximum of 12 months following delivery. It shall commence upon the transfer of benefit and risk.
- 10.2. RIBAG Licht AG warrants exclusively that the goods delivered by it are free from production defects and/or faulty material. Electronic consumable parts and used goods are excluded from any warranty. The assured characteristics shall be exclusively those expressly designated as such in product information. Any assurance shall apply until at the latest the expiry of the guarantee period.
- 10.3. If goods are produced by the Seller on the basis of design details, diagrams, models or other specifications of the Buyer, the Seller's warranty shall be limited to a duty of diligent execution.
- 10.4. In the event that proof is furnished by the Buyer of a production defect and/or faulty material, RIBAG Licht AG may at its choosing either provide a replacement free of charge or rectify the defect.
- 10.5. All ancillary costs arising in relation to the rectification of the defect (such as e.g. installation and dismantling, transportation, disposal, travel costs and travelling time, lifting devices or scaffolding) shall be borne by the Buyer.
- 10.6. Invoices for maintenance work carried out by the Buyer or by a third party shall only be accepted if the Seller has been given advance written notice of these costs and the Seller has confirmed in writing that it will cover the costs. Otherwise, the warranty shall lapse immediately in the event that the Buyer or a third party makes any changes or carries out any repair work without the written approval of the Seller.
- 10.7. The Buyer must object promptly to any defects affecting the goods delivered. The Buyer must be able to furnish proof of the defect objected to. The decision concerning the form of rectification of the defect shall be made exclusively by RIBAG Licht AG. RIBAG Licht AG may replace the defective product by new fault-free goods (supply of a replacement). There shall be no right to rescission or to reduce the price in the event that it is possible to supply a replacement or if repeated rectification or exchange is unsuccessful due to reasons beyond the control of RIBAG Licht AG.
- 10.8. In addition, rights under guarantee may only be exercised if the defective product is packaged and returned to the following address:
RIBAG Licht AG
Kanalstrasse 18
5745 Safenwil
Switzerland
All other countries outside Switzerland and Liechtenstein:
RIBAG Licht AG
c/o Badenlogistik Rheinfelden GmbH
Bahnhofstrasse 102
DE-79618 Rheinfelden
Germany

RIBAG Licht AG T +41 62 737 90 10 info@ribag.com
Kanalstrasse 18 F +41 62 737 90 18 ribag.ch
5745 Safenwil

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10.9. No guarantee or warranty shall be provided in the event that improper changes have been made to the products or if damage results from incorrect handling or mechanical damage. Consumable parts shall not be included under the guarantee and shall not be covered by a reduced guarantee period.

11. Reservation of title

- 11.1. The goods supplied shall remain the property of RIBAG Licht AG until they have been paid for in full. It shall be entitled to make an entry to that effect at any time (including retrospectively) in the Swiss Registry of Retention of Title. The Buyer hereby states its consent to the entry in the Swiss Registry of Retention of Title at its place of business. In the same way, the purchaser undertakes to immediately notify RIBAG Licht AG's retention of title to third parties in the event of enforcement proceedings
- 11.2. Until this time, the goods supplied shall be safely stored by the Buyer in a resellable condition. The Buyer shall inform RIBAG Licht AG promptly in writing of any third party interference, including in particular measures of enforcement and any other circumstances that adversely affect the products. The Buyer shall compensate RIBAG Licht AG for all losses and costs arising as a result of a breach of these obligations or from the failure to take any requisite action.

12. Liability

- 12.1. Liability shall be determined in accordance with applicable statutory provisions. There shall be no entitlement to claim damages on the grounds that performance is impossible, due to breach of contract, owing to *culpa in contrahendo* or under tort, save in the event of wilful conduct or gross negligence on the part of RIBAG Licht AG. No liability shall be accepted for any infringement of third party industrial property rights, except in relation to wilful or grossly negligent action on the part of RIBAG Licht AG.
- 12.2. RIBAG Licht AG constantly updates all product information. The aim is to present all goods and services offered to Buyers in a clear and up-to-date manner. However, RIBAG Licht AG does not accept any liability for typos and provides no warranty that the product information provided is up-to-date, accurate or comprehensive. Thus, all information is provided without any guarantee and may not be construed as a binding commitment.
- 12.3. In addition, RIBAG Licht AG reserves the right to make changes or additions without notice and at any time to the webpages provided or to update content, product descriptions or prices.
- 12.4. Lighting systems shall be regularly maintained (maintenance plan) in order to maintain any rights under warranty. The specific maintenance requirements shall be determined with reference to the lighting system, the lamp, the light source and the operating devices used. No compensation shall be owed in the event of non-compliance with any requirements applicable to assembly, startup and usage (such as e.g. maintenance plans contained in operating instructions etc.) or in the event of non-compliance with statutory or official requirements/regulations applicable to assembly, startup and usage.

13. Side agreements

- 13.1. Any agreements other than these Terms and Conditions of Supply or any side agreements shall only be applicable if agreed to in writing.

14. Place of performance and jurisdiction

- 14.1. The exclusive place of performance for the Buyer and for RIBAG Licht AG shall be Safenwil (Switzerland), including in the event that delivery has been agreed to carriage paid, CIF, FOB or according to any comparable arrangements.
- 14.2. **The place of jurisdiction shall be Safenwil** (Switzerland). RIBAG Licht AG reserves the right to take action against the Buyer at its choosing also at the place of business of the latter or before any other competent court.

15. Applicable law

- 15.1. The legal relationship with RIBAG Licht AG shall be governed by Swiss law. The United Nations Convention on Contracts of International Sale of Goods (CISG) shall not apply.
- 15.2. Unless specifically indicated otherwise in the General Terms, the provisions of the Swiss Code of Obligations or of data protection law shall apply. Should any individual terms be or become invalid, this shall have no effect on the remaining terms.
- 15.3. In the event that any individual terms of this Contract should be invalid, this shall not affect the remaining terms. The invalid term shall be replaced by a valid term that comes as close as possible to the intended purpose. In the event of any inconsistency with tender specifications, these Terms and Conditions of Supply shall prevail.

16. Intellectual property rights

- 16.1. RIBAG Licht AG reserves all rights over all designs, text and graphics on its B2B online shop, including in particular rights of ownership and copyright. In particular, the usage of visual, design and information material is not permitted without the approval of RIBAG Licht AG. All images are solely owned by RIBAG Licht AG.
- 16.2. If goods are prepared by RIBAG Licht AG on the basis of design details, diagrams, models or other specifications of the Buyer, the Buyer shall hold fully harmless and indemnify RIBAG Licht AG in respect of any infringement of industrial property rights and upon request by RIBAG Licht AG join any relevant proceedings at its own cost as a party or an intervener and conduct the trial on behalf of RIBAG Licht AG.
- 16.3. All copyright relating to offer and product documentation along with execution documentation such as e.g. plans, sketches and other technical documentation along with samples, catalogues, prospectuses, illustrations and the like shall remain under all circumstances with RIBAG Licht AG and shall be subject to the relevant statutory provisions with regard to reproduction, imitation, competition etc. The documentation may be requested for surrender at any time by RIBAG Licht AG and shall be handed over to it by the Buyer unsolicited in the event that an order is placed elsewhere.