



GENERAL TERMS AND CONDITIONS

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1) GENERAL SCOPE OF APPLICATION

- a) The following General Terms and Conditions apply to all current and future business relationships in which BILTON LEDON Technology acts as seller/supplier and the customer is an entrepreneur within the meaning of Section 1 (1) (1) of the Consumer Protection Act. Changes to the General Terms and Conditions will be communicated to the customer by e-mail and are available on the homepage in the latest valid version. If the customer does not object in writing within 2 weeks of receipt of the amended General Terms and Conditions, the amended General Terms and Conditions shall apply in the most recently transmitted version.
- b) The customer's general terms and conditions shall not become part of the contract, even if they are stated in offers, orders, order confirmations, invoices or other documents etc. and remain uncontested, unless their validity is expressly agreed to in writing.

2) CONCLUSION OF CONTRACT

- a) Our offers are to be regarded as invitations to place an order and are non-binding. In particular, we reserve the right to sell the goods offered in the meantime. The delivery dates stated on orders or order confirmations are non-binding. Agreed dates shall only be binding if they have been expressly confirmed in writing as fixed dates.
- b) The reservation of industrial property rights and copyrights also applies to all offer and project documents, including all associated enclosures and samples, dimensional drawings and descriptions.
- c) Unless otherwise agreed in writing, the offers are valid for a period of 2 months.
- d) By ordering goods, the customer makes a binding contractual offer. If goods are ordered electronically, we will confirm receipt of the customer's order. The confirmation of receipt does not constitute a binding acceptance of the order. The confirmation of receipt only constitutes a declaration of acceptance if we expressly declare this. The contract is deemed to have been concluded when the seller has either sent a written order confirmation or a delivery to the customer after receipt of the order. However, the seller's confirmation of receipt or receipt of an order shall not be deemed to be the conclusion of a contract.
- e) Special instructions from the customer, such as delivery requests, deadlines, discounts, etc., are deemed to be incidental suggestions from the customer. They shall only become part of the contract if they are expressly recognised as binding by the seller in the order confirmation.
- f) After conclusion of the contract, changes to the order by the customer are only possible with the consent of the seller and subject to indemnification.
- g) We reserve the right to make changes to the design and equipment of the goods for technical reasons or due to legal or official requirements.
- h) In the case of customised products, we are permitted to make excess or short deliveries of up to 10% of the quantity ordered.
- i) In the event of incorrect or improper self-delivery, we shall be entitled to withdraw from the contract without setting a grace period. In the event of non-availability or only partial availability of the service, the customer shall be informed immediately. The consideration will be refunded immediately.
- j) Verbal agreements must be confirmed in writing to be valid. Cost estimates are non-binding unless the contrary is expressly agreed in writing.
- k) By placing an order with us, the customer agrees to accept invoices and any credit notes in electronic form.
- l) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to written documents that are labelled as confidential. The customer requires our express written consent before passing them on to third parties.

3) PRICES / REMUNERATION

- a) The prices quoted are current prices and are valid until cancelled. They are based on the costs at the time of the offer. However, we reserve the right to declare a change and adjustment of the prices to the customer before conclusion of the contract. In this case, we are obliged to inform the customer of the price adjustment. The calculations in the offer are only valid if the entire goods or quantity offered are ordered. All prices are subject to change and are quoted in euros unless otherwise stated.
- b) Unless otherwise stated on the order confirmation, the prices quoted by us are ex works or ex warehouse of the seller, excluding packaging, freight, insurance, taxes and duties (such as VAT, WEEE - costs of the EU Directive on Waste Electrical and Electronic Equipment, customs duties, etc.), assembly, installation, commissioning and other ancillary costs. Such costs shall be borne by the customer and shall be invoiced additionally by us or the competent authority.
- c) Standard deliveries for orders under 200 euros are generally invoiced with the following flat-rate freight charges:
 - i) Austria: 20 Euro
 - ii) Other European countries: 45 Euro
 - iii) Switzerland: 50 CHF
 - iv) All other countries are charged at cost.
- d) Orders under 50 euros are generally charged with a surcharge of 10 euros per order for short orders.
- e) In the case of deliveries against foreign currencies, we are in any case entitled to exercise a right of choice on the due date in such a way that we request the claim in euros or in the foreign currency originally used as a basis (exchange rate at the time of maturity) at our discretion.
- f) Our invoices are payable net cash within 14 days, unless otherwise agreed. In the event of late payment, we are entitled to charge interest on arrears from the due date at a rate of 9.2% above the base interest rate, but at least 12% p.a.
- g) In principle, incoming payments are first credited against costs already incurred (reminders, record keeping, debt collection, etc.), then against interest already accrued and finally against the outstanding capital, in each case first against the oldest due date.
- h) A payment shall be deemed to have been made on the day on which we can dispose of it.
- i) We do not accept bills of exchange or cheques as means of payment.
- j) We shall not be obliged to make any further deliveries under the contractual relationship before full payment of invoice amounts due, including interest on arrears, other expenses and costs.
- k) If the customer is in arrears with a due payment or if there is a significant deterioration in his financial circumstances, we can demand cash payment before delivery of the goods for outstanding deliveries from any current contract, with the cancellation of the term of payment. In the event of default on a due payment, all other claims not yet due shall become due immediately, e.g. including any current bills of exchange.
- l) If payment is more than 90 days late or if insolvency proceedings are initiated, any discounts and bonuses granted are forfeited and the gross invoice amounts must be paid. In this case, interest on arrears shall be calculated on the gross amounts from the due date of the invoice.
- m) The customer is not entitled to withhold or offset payments on the basis of warranty claims or other counterclaims.
- n) The customer undertakes to bear all costs associated with the collection of the claim, such as in particular collection charges or other costs necessary for appropriate legal action.

4) ORDERS AND SERVICES

- a) Orders and services shall be remunerated in accordance with the time spent by the Seller's employees and assistants at the hourly rates specified by the Seller plus any expenses and material costs actually incurred. The preparation of repair quotations, cost estimates and appraisals shall in any case be deemed to be chargeable orders.
- b) Cost estimates from the seller are subject to payment. The agreed fee, but at least the appropriate fee, shall be due. The cost estimate shall be prepared to the best of the seller's expertise. However, no guarantee can be given for its accuracy. If costs increase by more than 15% after the order has been placed, the client shall be informed immediately. In the case of unavoidable cost overruns of up to 15%, separate notification is not required and these costs can be invoiced without further ado. If the client has caused the additional costs compared to the cost estimate (e.g. change requests by the client), these costs can be charged additionally in any case.
- c) In the case of repair orders, the services recognised by the seller as appropriate shall be provided and invoiced. The same applies to services and additional services whose expediency only becomes apparent during the execution of an order.

5) CANCELLATION OF THE CONTRACT - RETURN OF THE GOODS

- a) Cancellation of the contract is not possible if:
 - i) The goods have already been dispatched by BL Technology.
 - ii) The goods were manufactured by BL Technology.
 - iii) The goods have already been dispatched (order settled).
 - iv) The products were customised, configured or planned.
 - v) It is a framework agreement with fixed quantities.
- b) Return of delivered goods:
 - i) Only up to 3 months after the date of dispatch by Bilton Ledon Technology GmbH and
 - ii) Only standard products in their original packaging, undamaged, ready for sale and bearing the assigned RMA number with written confirmation from Bilton Ledon Technology GmbH will be accepted.
 - iii) Customised products or special products are excluded from return.
 - iv) A manipulation fee of 20% will be charged in any case (but at least EUR 10).
 - v) Return delivery is at the expense and risk of the customer.
- c) Bilton Ledon Technology reserves the right to invoice the costs for the inspection of the returned goods at cost.

6) RESERVATION OF TITLE

- a) We reserve title to the delivered goods until full payment of the purchase price and all other claims, including future claims, arising from the contractual relationship. The reason for the claim shall not be taken into account.
- b) The customer shall be entitled to sell the reserved goods in the ordinary course of business as long as he fulfils his obligations towards us. He hereby assigns to us all claims in the amount of the invoice amount which accrue to him against a third party through the resale and undertakes to make a corresponding note in his books or on his invoices. We accept the assignment. After the assignment, the customer is authorised to collect the claim. We reserve the right to inform the repurchaser of the goods of the reminder and to collect the claim ourselves as soon as the customer does not properly fulfil his payment obligations and is in default of payment. Upon request, the customer must inform the seller of the assigned claim and its debtor, provide all information and documents required for the collection of the

claim and inform the third-party debtor of the assignment. In the event of seizure or other utilisation of the goods subject to retention of title, the customer is obliged to point out the seller's right of ownership and to inform the seller immediately.

- c) The customer must inform us immediately in writing of all access to the goods by third parties, in particular of enforcement measures and of any damage to or destruction of the goods. The goods delivered subject to retention of title shall be properly stored and adequately insured against all risks foreseeable in the ordinary course of business.
- d) The handling and processing of the goods by the customer shall always be carried out in our name and on our behalf. If the goods are processed, we shall acquire co-ownership of the new item in proportion to the value of the goods supplied by us. The same shall apply if the goods are processed or mixed with other items not belonging to us. The customer hereby assigns to us any existing or future claims arising from the resale of processed goods subject to retention of title. We accept the assignment.
- e) In the event of breach of contract by the customer, in particular default in payment, we shall be entitled to withdraw from the contract and demand the immediate return of the goods or, if applicable, assignment of the claims for return.
- f) The customer is obliged to treat the goods with care. As long as our right of ownership exists, the goods must be insured by the customer against loss and depreciation, vandalism, fire, theft and transport risk as well as water damage.

7) DELIVERY TIME / TRANSFER OF RISK / DELIVERY

- a) The place of fulfilment for the delivery of goods is always the seller's factory or warehouse. Utilisation and risk shall pass to the customer upon separation or dispatch of the delivery ex works or ex warehouse, irrespective of the pricing agreed for the delivery (e.g. carriage paid, CIF, etc.). This also applies if the delivery is made as part of an assembly or if the transport is carried out or organised by the seller.
- b) In the case of orders and services, the place of fulfilment is where the service is provided; in case of doubt, the seller's plant. The risk for a service or partial service is transferred to the customer when it is provided.
- c) We are only obliged to perform the service as soon as the customer has fulfilled all his obligations required for delivery (e.g. receipt of the agreed down payment). The delivery periods and deadlines shall be adhered to by us as far as possible. Unless expressly agreed as binding, they are non-binding and are always to be understood as the expected time of provision and handover to the transport service provider/customer. Cancellation of the contract by the customer due to delay in delivery is only possible by setting a reasonable grace period of at least 4 weeks. The cancellation must be made in writing. The right of cancellation shall only apply to the part of the delivery or service for which there is a delay.
- d) Official authorisations and any third-party authorisations required for the execution of installations must be obtained by the customer. If such authorisations are not obtained in good time, the delivery period shall be extended accordingly.
- e) The seller is authorised to carry out and invoice partial or advance deliveries. If delivery on call has been agreed, the goods shall be deemed to have been called one year after the order at the latest.
- f) The risk of accidental loss or accidental deterioration of the goods shall pass to the customer when the goods are handed over to the carrier, freight forwarder or other person or organisation designated to carry out the shipment.
- g) If dispatch is delayed at the customer's request, the risk shall pass to the customer upon notification of readiness for dispatch. The customer must reimburse the costs caused by the delayed dispatch.
- h) Dispatch is at our discretion from the seller's warehouse or ex works Gewerbepark Harham 2, 5760 Saalfelden, Austria or from our logistics partner Gebrüder Weiss GmbH. We reserve the right to choose the mode and route of despatch. Partial deliveries that are reasonable for the customer are permitted.
- i) Delays in delivery and performance due to force majeure and due to events that make performance significantly more difficult or impossible for us not only temporarily, including in particular armed conflicts, official interventions and prohibitions, strikes, lockouts, transport and customs clearance delays, transport damage, energy and raw material shortages, failure of an essential supplier on our side

that is difficult to replace, etc. shall affect the customer. If delays occur at our manufacturers or suppliers or their subcontractors, we shall not be responsible for these even if binding deadlines and dates have been agreed. They shall entitle us to extend the delivery and performance period by the duration of the hindrance and a reasonable start-up period or to withdraw from the contract in whole or in part due to the part not yet fulfilled.

- j) We will issue a credit note minus a handling fee of 20% of the value of the goods (but at least EUR 10) for the return of goods in perfect condition and in their original packaging. If the goods are exchanged, there is no entitlement to the previous model. The supplier shall either deliver the new product or issue a credit note. The supplier reserves the right to define whether the customer receives a credit note or an exchange of the goods.

8) WARRANTY/TESTING OF THE GOODS

- a) Complaints about incorrect deliveries or obvious defects must be made in writing within eight days of delivery of the goods.
- b) The following process must be adhered to as part of complaints and returns management:
Fill out the BL RMA form online: <https://forms.office.com/e/75uN2QFCZy>
After receipt of the RMA number by BILTON LEDON Technology, the product can be dispatched
Return delivery: Send the product in question including the RMA number to the following address: BILTON LEDON Technology GmbH // Gewerbepark Harham 2, 5760 Saalfelden, AUSTRIA.
- c) In addition, the warranty period for new goods is generally 12 months from the transfer of risk (see point 7)), unless the product-specific warranty is defined otherwise:
- d) The warranty period shall commence at the time of transfer of use and risk (cf. Section 7).
- e) The seller warrants exclusively that the goods supplied by him are free from manufacturing and/or material defects. Electronic wearing parts and used goods are excluded from any warranty. Warranted characteristics are only those which are expressly designated as such in the product information. A warranty is valid until the expiry of the warranty period at the latest. Technical or formal changes to the products, which serve to improve them or take account of changed legal regulations, may be carried out by the seller without further publication. Public statements, recommendations or advertising do not constitute a contractual description of the quality of the goods. The provision of samples prior to or on the occasion of the conclusion of the contract does not constitute an agreement to purchase by sample, i.e. they are merely illustrative samples that show the stated character of the goods. Certain properties are not agreed as a result.
- f) If goods are manufactured by the Seller on the basis of design data, drawings, models or other specifications provided by the Customer, the Seller's warranty shall be limited to careful execution.
- g) We provide warranty for defects in the goods at our discretion or repair, replacement delivery or credit note. The replacement products provided by the seller may also contain recycled materials which, however, do not impair the product parameters, performance and reliability. If improvement or replacement is not possible or feasible, the customer may, at his discretion, demand a price reduction or, if the defect is not only minor, cancellation of the contract (rescission). Invoices for repairs carried out by the customer or third parties shall only be recognised if the seller has been notified of these costs in writing in advance and the seller's assumption of costs has been confirmed in writing. The warranty for the goods shall lapse if the customer or a third party makes changes or repairs to the goods without the written consent of the seller. The warranty is also void in cases of improper use, negligent handling or delayed acceptance.
- h) The warranty holder must prove that the products are used in accordance with the product and application specifications specified by the seller in accordance with the respective data sheet and have been professionally installed and commissioned by qualified personnel in accordance with the installation instructions enclosed with the respective product. When using the products, care must be taken to ensure that no limit values for temperatures and voltages are exceeded and that no (non-intended) mechanical loads are present.
- i) The seller reserves the right to supply an alternative product in place of the originally defective product in the event of a recognised complaint due to production-related changes or technical developments. It is

ensured that the replacement product is equivalent in terms of dimensions, design and function. There is no entitlement to delivery of the identical product

- j) Unless otherwise agreed, the statutory warranty period shall apply. This also applies to goods and services that are firmly attached to a building or land. The warranty period shall commence at the time of the transfer of risk (see point 7)). Any deviations from this must be made in writing or are stated on our offers
- k) In the event of loss or damage during transport, the customer is responsible for making a complaint to the carrier and is advised to arrange for an official report to be made immediately.
- l) No warranty, guarantee or liability whatsoever shall be assumed for discounted goods or for rejected goods delivered as agreed.

9) LIMITATIONS OF LIABILITY AND INDEMNITY

- a) Outside the scope of application of the Product Liability Act, our liability is limited to intent and gross negligence. However, this limitation of liability does not apply to compensation for personal injury and the breach of main contractual obligations by us. We shall not be liable for indirect damage, loss of profit, loss of interest, failure to realise savings, consequential damage and financial loss and damage arising from third-party claims, provided that we are only responsible for slight negligence and there is no breach of main contractual obligations on our part. Justified claims for damages on the part of the customer shall in any case be limited to the value of the goods delivered, but not more than the amount covered by our insurance.
- b) We are not liable for damage caused by unsuitable or improper use, natural wear and tear, incorrect or negligent handling or storage.
- c) Any claim for damages can only be asserted in court within one year of the claimant(s) becoming aware of the (primary) damage, but at the latest within three years of the damage occurring, unless other limitation periods are stipulated by law.
- d) The nominal failure rates are defined in the respective technical data sheets. In the absence of a product-specific definition, these are 0.2 % per 1,000 operating hours for electronic control gear and components (LED) and 0.6 % per 1,000 operating hours for LED modules in the event of a drop in luminous flux. Depending on the product group, the electrical and photometric measurements may have a tolerance value of +/- 10-15 %.

10) FINAL PROVISIONS

- a) Austrian law shall apply exclusively to the exclusion of the conflict of laws. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- b) The place of jurisdiction for all disputes arising directly or indirectly from the contract shall be exclusively the Austrian court with local and subject-matter jurisdiction for our registered office.
- c) Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.
- d) The data associated with our business relationships (in particular name, address, telephone numbers, e-mail addresses, order, delivery and invoice addresses, order date, ordered or delivered products or services, number of units, price, delivery dates, payment and dunning data, etc.) are stored and processed in accordance with Article 6 of the GDPR (<https://www.bilongroup.com/de/datenschutzerklaerung/>). The supplier has a right of cancellation at any time. We take all reasonable technical measures to protect the customer data stored by us. The data will not be passed on to third parties and will only be used for the purpose of processing the transaction.