

STANDARD TERMS & CONDITIONS OF SALE

(as of April 2022)

§1 Scope

The following standard terms and conditions of sale apply to and are deemed to be incorporated in all Contracts between XAL Ltd. (the "Seller") and a Buyer for the sale and the supply of services, equipment, products and materials (the "Goods") unless the contrary is expressly and specifically agreed in writing by the Seller. By entering into the Contract or – if earlier – accepting the delivery of Goods the Buyer accepts these terms and conditions and shall be deemed to have withdrawn its own terms and conditions.

§2 Basis of the Contract

- (a) The Seller sells the Goods and the Buyer buys the Goods in accordance with Seller's quotation, which is an invitation to order, and the Buyer's order, which is an offer to purchase the Goods specified in the quotation. The Buyer's order is subject to the Seller's confirmation.
- (b) No variations and no representations, advices or recommendations concerning the Goods and/or their use shall be effective unless in writing and agreed and signed by the Seller.
- (c) Omissions and errors, e.g. typographical or clerical, in any of the Seller's sales documents of information are subject to correction without any liability on the part of the Seller.
- (d) The Seller reserves the right to make any changes in the specifications of the Goods due to technical reasons and/or in order to conform to safety or other statutory requirements.
- (e) The Seller reserves the right to decline an order, for example upon evaluation of the Customer's creditworthiness.

§3 Prices

- (a) Prices and conditions are valid as specified in the Seller's quotation for a period of 90 days if not otherwise agreed in writing. Unless otherwise agreed, the prices shall be in Pounds Sterling.
- (b) The price is exclusive of any applicable VAT, which the Buyer agrees to additionally pay to the Seller.
- (c) Unless otherwise expressly agreed in writing, the Seller's prices are given on an ex work basis. The Seller can agree to deliver the Goods otherwise than at the Seller's premises, in which case the Buyer shall pay the Seller's charges for transport, packaging and insurance.
- (d) The Seller reserves the right of altering prices at any time before or upon delivery to reflect increases in the cost to the Seller.
- (e) Should the Seller incur additional expenses not provided for in the quotation owing to the suspension of the work on the Buyer's instructions or owing to any other circumstances whatsoever for which the Seller is not responsible, such additional expense shall be added to the price quoted and be paid for by the Buyer accordingly.
- (f) Payment agreements apply only as conditionally agreed. The Seller reserves the right to deliver only against advance payment or submission of a bank guarantee, if the Seller becomes aware of circumstances which are likely to reduce the creditworthiness of the Buyer.

§4 Terms of Payment

- (a) The Seller may invoice the Buyer upon or at any time after despatch of the Goods. If the Goods are to be collected by the Buyer or if the Buyer fails to take delivery of the Goods, the Seller may invoice the Buyer any time after the Buyer has been notified that the Goods are ready for collection or after the Seller has tendered despatch of the Goods.
- (b) The Buyer shall pay the price in full and cleared funds within 30 days of the Seller's invoice date unless other payment terms are expressly agreed in writing. The time of payment shall be of the essence of the Contract.
- (c) If the Buyer fails to make any payment on the due date for payment, the Seller shall be entitled to charge interest on the amount remaining unpaid at an interest rate of 4% above the base bank rate from time to time of the Barclays Bank PLC, accruing on a compound daily basis until payment is made, whether before or after any judgment and without any prejudice to any other right or remedy available to the Seller.

§5 Delivery

- (a) Delivery of the Goods is made by the Buyer or its carrier collecting the Goods at the Seller's premises or, if some other place of delivery is agreed by the Seller, by the offloading of the Goods or the attempt to deliver at the agreed delivery address.
- (b) Any dates quoted for delivery of the Goods are approximate only and the time for delivery shall not be of the essence of the Contract unless expressly stated otherwise. The Seller shall not be liable for any delay in delivery of the Goods howsoever caused.
- (c) The Seller shall have the right to deliver the Goods in installments or to make a preliminary delivery upon prior notice to the Buyer, in which case the Seller may invoice the Buyer for each delivery.
- (d) Without prejudice to any other right or remedy available to the Seller, the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs or sell the Goods and charge the Buyer for any shortfall, including storage and selling expenses, if the Buyer has by act or omission failed to take delivery or failed to give the Seller adequate delivery instructions.

§6 Risk and Property

- (a) The risk of damage or loss of the Goods passes to the Buyer at the Seller's premises upon notification to the Buyer that the Goods are ready for collection or upon handing over the Goods to the carrier unless otherwise explicitly agreed in writing.
- (b) Whilst the Seller has not received payment in full of the price of the Goods or any other payments the Buyer owes, property of the Goods shall not pass to the Buyer.

(c) Until the property in the Goods passes to the Buyer, the Buyer shall hold the Goods on trust for the Seller separate, protected, insured for the Seller's benefit and identified as the Seller's property. The Buyer is entitled to resell or use the Goods in the ordinary course of its business, but shall hold the proceeds of the sale or any other transaction, any insurance claim or any right to receive proceeds separately on trust for the Seller. The Seller has the right to collect the proceeds from the Buyer or any third party.

(d) Whilst the Buyer holds on trust the Goods or the proceeds, the Seller is entitled at any time to require the Buyer to hand over the Goods or the proceeds to the Seller and, if the Buyer fails to do so, to enter any property where the same are stored and repossess them..

§7 Warranties and Liability

- (a) The Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of one year from delivery, subject to the following conditions:
 - The Seller is not liable for any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.
 - The Seller is not liable for any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
 - The Seller is not liable under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, for which the Buyer shall only be entitled to the benefit of any such warranty or guarantee given by the manufacturer to the Seller. Lamps and degradable electronic components are excluded from any guarantee, as far as legally permissible. Colour point shift that takes place over the product life is to be considered as wear. Failure of single LED light points is not a defect, provided a substantial impairment of the total light flux does not take place or the single point of light loss is only slight in relation to the total points of light.

- (b) All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- (c) Any claim by the Buyer based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall be notified to the Seller within 7 days from the date of delivery or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure. If the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- (d) Where any valid claim based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- (e) Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, implied warranty condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage except as expressly provided in these conditions.
- (f) The Seller is not liable to the Buyer for any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control including explosion, flood, fire or accident, civil disturbance, regulations, bye-laws, prohibitions or measures of any kind of industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts of machinery, power failure or breakdown in machinery.
- (g) The Seller may use the company Green Electrics Licht & Energietechnik GmbH with its registered office in Austria for aftersales services. The Seller is also free to engage other companies for aftersales services.

§8 Intellectual Property Rights

- (a) All intellectual property rights in the Goods shall belong to the Seller notwithstanding that any specification, drawings or other contributions may have been prepared in whole or in part by or on behalf of the Buyer.
- (b) The Buyer warrants that any specification or other information provided by or on its behalf for use by the Supplier will not infringe the intellectual property rights or other rights of any third party. Should any such infringement arise, the Buyer fully and effectively indemnifies the Seller from and against all and any claims, proceedings, damages, penalties, costs, losses and expenses (including legal expenses) suffered or incurred by the Seller.

§9 Termination

- (a) The Seller has the right to terminate the Contract immediately and/or suspend any further deliveries without prejudice to any other rights or remedies if the buyer commits any breach of the Contract and fails to remedy the breach within 7 days of written notification from the Seller, or if the Buyer fails to provide the Seller with any information required by the Seller to fulfil the Contract, or if the buyer (in the case of a company) goes into liquidation or (in the case of an individual or firm) becomes bankrupt, or (in either case) makes a voluntary arrangement with its creditors or has a receiver or administrator appointed, or ceases or threatens to cease to carry on business.
- (b) The Buyer is entitled to withdraw from a contract with the Seller's explicit consent within 90 days from the issue date of the delivery note against payment of a cancellation fee of 50 % of the order value. After the expiration of 90 days from the issue date of the delivery note, withdrawal from a contract is not admissible. Withdrawal is excluded for NANO-Articles (including STADIO, PICO, MICRO, JUST, etc.), trade goods, for articles, which are explicitly marked as excluded from



withdrawal in the catalogue, and if a customised product (including customised cuts) was manufactured by the Seller for the Buyer. The Buyer is obliged to return any deliveries on their own costs to the warehouse of XAL in Graz, Austria. The difference between cancellation charge and order value will only be credited to the Customer if the goods are returned in undamaged condition.

(c) Upon termination of the contract, all payable sums shall be due immediately.

§10 General

(a) The Buyer shall not assign or transfer to any other person any of its rights or obligations under the Contract without the prior written consent of the Seller. The Seller may assign, transfer or subcontract all or any of its rights and obligations under the Contract to any other person without the consent of the Buyer.

(b) No failure or delay by the Seller in exercising any of its rights under the Contract shall be deemed to be a waiver of that right.

(c) No waiver by the Seller of any breach of the Contract by the Buyer shall be effective unless in writing and shall not in any event be considered as a waiver of any subsequent breach of the same or any other provision.

(d) If any provision of these terms is held to be invalid or unenforceable in whole or in part by any competent authority, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.

(e) A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act to enforce any term of the Contract.

(f) The Contract shall be subject to the laws of England and the exclusive jurisdiction of its Courts.

§11 Data Protection

(a) The protection and safety of the customers' data is important to the Seller. The seller processes customer data only according to data protection law, with legal basis and for adequate purposes, especially to fulfil contracts and other legal obligations. Details are contained in the Data Protection Information of the Seller, which constitutes an integrated part of these Terms and Conditions.

(b) Customers enjoy data protection rights, especially the rights to access information, rectification, erasure, restriction of processing, data portability, to object and lodge complaints. Further information is contained in the Sellers [Data Protection](#) Information.