

**Standard Terms and Conditions
valid from 15.06.2018**

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PURCHASES WHETHER OR NOT SUCH PURCHASE IS SUBJECT TO A SIGNED AND ACCEPTED PURCHASE ORDER AGREEMENT BETWEEN TRIDONIC, INC. AND BUYER

General

1. These General Terms and Conditions apply to all transactions between Tridonic, Inc., 3300 US Highway 9W, Highland, New York 12528 ("Seller") and purchasers of its products ("Buyer"), for deliveries of Seller's goods ("Goods") and provision of services ("Services"). These Standard Terms and Conditions shall apply to the sale of any Goods or Services by Seller and shall take precedence over any conflicting terms or conditions contained in any documentation submitted by any Buyer, it being understood that these terms and conditions shall control in the event of any discrepancy between the parties.
2. If any term or condition specifically contained in the Seller's offer or order confirmation contradict or vary these Standard Terms and Conditions, the provisions of the Seller's offer or order confirmation shall control and those provisions of these Standard Terms and Conditions that are not so contradicted or varied shall apply to the transaction.
3. Should any of these individual General Terms and Conditions be determined to be invalid for any reason, the remaining provisions shall continue in full force and effect.

Offer and Acceptance

4. Any purchase order submitted to the Seller shall not be effective or binding unless and until (i) it is accepted, in writing, by the Seller; and (ii) such sale is subject to these Terms and Conditions. Seller retains the sole discretion of whether to accept, or reject, any orders placed with it for any reason.
5. An agreement between Seller and Buyer is created only if and when Seller has sent a written order confirmation or has dispatched a delivery upon receipt of an order from Buyer.
6. Information contained in catalogues, brochures and written materials of Seller, as well as any verbal statements, are not considered part of the purchase and sale unless they are specifically referred to in Seller's written order confirmation.
7. Subsequent amendments and additions to the accepted purchase order or additional agreements are valid only if and when confirmed in writing by Seller. The Seller may at any time correct clerical mistakes and/or calculation errors in offers, order confirmations or invoices.

Prices

8. The Buyer is responsible for all fees, taxes or other charges arising from deliveries. All previous price schedules are superseded and the prices are as set forth in the accepted purchase order. Prices are subject to change without notice. The prices specified in Seller's order confirmation are final and binding and any changes must be in writing signed by Seller.
9. Unless otherwise noted, prices are as listed on Purchase Order and Acceptance and shipping costs will depend on whether Goods are being shipped from Austria, New York or some other location as specified. Prices do not include installation, special packing, insurance or any sales, use, excise, or similar taxes. Applicable sales tax is separately itemized.
10. In the case of service and/or repair engagements (e.g. planning, commissioning and/or reviewing installations, training, etc.), services deemed appropriate by, and agreed to in writing by Seller shall be performed and invoiced to Buyer on the basis of expenses incurred plus any additional travel and transportation costs. This also applies to any services the necessity of which becomes apparent only during performance of the engagement; these additional services do not require special notification to the Buyer. Unless otherwise agreed in writing, the Buyer shall be invoiced for the preparation of service and/or repair offers and/or assessments.

Transfer of Risk

11. Risk of loss transfers from Seller to Buyer at such time as the Goods leave Seller's facility and are delivered to a common carrier, independent of which party is paying for the shipment and delivery charges.

Delivery / Services

12. Without a written agreement to the contrary, a specified delivery date (e.g. as contained in the order confirmation) serves only as an estimated delivery date and is not a binding commitment by Seller for a specific delivery date. Seller will use reasonable efforts to deliver Goods as close to the specified delivery date as possible. In no event will Seller be liable for any consequential or other damages resulting from late delivery.

13. The Buyer shall obtain all necessary official third-party permits. Should these permits not be obtained on time, the delivery period is extended accordingly. The delivery period is also extended in the event of delayed scheduled payments by Buyer.
14. The Seller is entitled to provide and invoice partial and/or advance deliveries. Should delivery on demand be agreed, the goods will be delivered, and payable, no later than one (1) year after acceptance by Seller of the order.
15. The Seller's delivery obligations are controlled by the express terms contained in Seller's written order confirmation. If Buyer has not specified particular shipping arrangements in its purchase order, Seller shall choose the method and means of shipment using its judgment and discretion and is under no obligation to select the least expensive mode of shipment. Risk of damage or loss to shipment passes to Buyer upon delivery by Seller of Goods to a common carrier or designated shipper and any damage arising in transit should be filed promptly with the carrier. Claims for shortages or damage in transit must be filed by the Buyer with the carrier.
16. Deliveries are made only in full packaging units. If smaller units are ordered, the Seller reserves the right to charge a minimum quantity/volume surcharge. The packaging, also for partial and/or advance deliveries, will conform to standard commercial practice.
17. The nature and extent of the services to be provided by the Seller is described in the respective order confirmation. The Buyer shall facilitate the performance of the services and in all cases shall make available a competent person and all required equipment (e.g. ladders, scaffolds, work cage). The Buyer shall provide replacement parts (e.g. light sources, control units, lighting, lamps etc.) at its own expense; alternatively, these may be provided and charged for by the Seller.
18. Services are performed on workdays between normal business hours or 8am – 5pm. Should the Buyer request and receive services from the Seller outside of these timeframes the following surcharges apply: 50 % surcharge for services performed on Saturdays 100% surcharge for services performed on Sundays and public holidays.
19. The Buyer shall promptly inform Seller of all material circumstances regarding the plant or physical location where the Goods are to be installed and/or performance of services made and, at Seller's request, Buyer shall withdraw from operation either the whole or part of the plant/location as necessary for the duration of the service provision. The Buyer shall promptly inform Seller in writing of any safety precautions or compliance with any safety standards required in performing the service. Relevant training required by the Seller's personnel is undertaken at Buyer's expense. The Seller is entitled to separately charge the Buyer for any resulting costs of such training.
20. Where unforeseeable circumstances arise or where the circumstances are independent of the intent of the Parties, for example all cases of *force majeure*, that impede or impact compliance with a delivery date agreed in writing, such delays shall extend the delivery date without any liability of Seller to Buyer for the duration of these circumstance. Examples of such circumstances would include, but not be limited to official interventions and prohibitions, transport and customs delays, transport damage, energy and raw materials shortages, labor disputes, and default on the part of essential or difficult to replace subcontractors. These aforementioned circumstances also entitle an extension of the delivery period if they affect the Seller's suppliers.

Payment

21. Unless other written payment conditions have been agreed to, in writing, each delivery and/or service is payable, in full, upon receipt of Seller's invoice. In the event of partial invoices, the corresponding partial payment also is due upon receipt of invoice. Payments are to be made without deductions in U.S. dollars. Payment shall be made by check, subject to collection, or wire or bank transfers. No third party checks will be accepted. All resulting bank charges, for uncleared checks, wire or transfer fees incurred by Seller shall be borne by Buyer. Any past due amounts are subject to a finance charge of 1.5% per month (18% per annum). Purchaser will be charged for all costs incurred by Buyer for collection of overdue invoices which may include reasonable attorneys' fees, court costs and other usual and customary collection expenses. All invoices are payable in full without set-off, deduction, or counterclaim.
22. The Buyer is not entitled to withhold or offset payments as a result of warranty or any other claims.
23. If the Buyer is in arrears regarding an agreed payment, Seller may, without prejudicing other rights or remedies available to it:
 - a) Delay fulfilment of its own obligations until payment has been made,
 - b) Demand payment in full of all outstanding receivables together with any interest accrued thereon. If Buyer is in default of any payment obligations to Seller, Seller reserves the right to withdraw and rescind all granted discounts and bonuses.
24. Seller has a reasonable basis for concern about Buyer's credit worthiness and financial ability to pay for Seller's Goods or Services, Seller is entitled to withhold delivery and/or performance, demand reasonable satisfaction and security for payment from Buyer and not continue with any shipments of Goods, or provision of Services, unless and until it has received payment or reasonable assurances of Buyer's ability to pay for the Goods.

25. The Seller reserves the right to charge a processing fee for orders which fall below the Seller's stated minimum net order value (excluding taxes, fees and charges). Upon request, the Buyer shall be informed as to the amount of the applicable surcharge, minimum net order value and the processing fee.

Limited Warranty

26. Seller warrants to Buyer that its products have been carefully manufactured and inspected to be free of defects of workmanship and materials when installed and used as intended. Any abuse or misuse contrary to normal operations shall void this limited warranty.
27. Seller, in its sole and non-reviewable discretion, will repair, or replace, freight prepaid, any of Seller's Goods determined by Seller to be defective in workmanship or materials. Such repair or replacement is the exclusive remedy against Seller, and is limited to one year from date of shipment.
28. Buyer must notify Seller of a warranty claim covered by this limited warranty, and such notice must be accompanied by the relevant proof of purchase, including purchase order or corresponding invoice. Any notices to Seller must be in writing and addressed to the Customer Service Department of Seller at the address listed on Seller's web site, www.tridonic.us. Notices must be sent by first class mail, or commercial overnight delivery.
29. Seller will not accept any charge-backs, nor will any labor or material costs be reimbursed without prior, written approval from Seller.
30. No representative, dealer, or employee is authorized to give any warranty other than as expressed herein unless made in writing and signed by an officer of Seller.
31. This warranty does not apply to products repaired or altered other than by Seller.
32. Other than as explicitly set forth herein, there are no warranties, express or implied, that apply to this sale, including, without limitation, any warranty of merchantability or of fitness for a particular purpose. To the extent that any implied warranties may nonetheless exist by operation of law, any such warranties are limited to the duration of this warranty. Some States do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to a particular Buyer or transaction.
33. The limited warranty provided shall apply exclusively on the condition that the products are used in accordance with the given product and application specifications (data sheets) and that they have been installed and put into service in a proper workmanlike manner if installed by anyone other than Seller (strictly according to the installation instructions enclosed with the product if installation instructions are provided and, if no installation instructions are provided, in accordance with guidelines as specified by Seller, which guidelines will be provided upon request, and within all applicable guidelines and requirements of any applicable state, local or other building and electrical codes applicable to the installation of lighting fixtures and related lighting products); provided temperature and voltage limits must not be exceeded and the product must not be exposed to any mechanical stresses and strains that are not in accordance with its intended purpose. The warranty for electronic control gear shall apply only if the product is installed with lamps that meet the relevant products specifications. The warranty exclusively covers product failures that were caused by proven defects in material, design or production.
34. **THIS LIMITED WARRANTY IS VOID IF THE DAMAGE TO THE SELLER'S PRODUCT (i) WAS CAUSED BY LIGHTNING OR OTHER ACTS OF GOD OUTSIDE OF SELLER'S CONTROL or (ii) RESULTS FROM ANY VOLTAGE EMANATING FROM OUTSIDE OF THE SELLER'S PRODUCT IN EXCESS OF THE RATED VOLTAGE.**
35. If, during the relevant warranty period, Seller is notified of a warranty claim involving any of its products covered by this limited warranty, and such notice is accompanied by the relevant proof of purchase, including purchase order or corresponding invoice, Seller shall have the option of either repairing or replacing the product should Seller determine, in its sole discretion, that the product has defects which are covered by this limited warranty. If SELLER is notified of a product failure within one (1) year from the shipping date. This manufacturer's limited warranty is a repair or replacement product warranty only. Any and all repair, replacement products or replacement parts may contain new or recycled materials which are equivalent to new products or parts in respect of performance and reliability. The dimensions and the design of the replacement product may deviate to a minor (justifiable) extent from those of the original product. "Recycled materials" are parts of products that have been used or overhauled and are not new. Although such parts or products are not new, they are in a "like new" condition as regards performance and reliability after having been overhauled or repaired. The functionality of any and all replacement products or replacement parts is equivalent to that of the product or part to be replaced. We warrant that the replacement products or replacement parts will not have any defects in material or manufacturing defects for the remaining duration of the applicable warranty period for the product that is replaced or into which they are incorporated and will carry the same one year limited warranty as the original product.
36. The warranty does not apply to any ancillary costs incurred in connection with remedying the defects (such as, for instance, the costs of installation and dismantling, transport of the defective and of the

repaired and/or new product to Seller, disposal, mileage, travel time, hoisting engines, scaffolding, etc). All such ancillary costs shall be borne by the Buyer making the warranty claim.

37. The warranty shall expire immediately if the Buyer or a third party makes any changes to or performs any repair work on the products without Seller's prior, written consent or if the product is installed inappropriately or by non-qualified staff.
38. **LIMITATION OF LIABILITY:** Repair or replacement of this product, as provided herein, is Buyer's sole and exclusive remedy. Seller shall not be liable for any special, incidental or consequential damages, including, but not limited to, lost revenues, lost profits, loss of use of software, loss or recovery of data, rental of replacement equipment, downtime, damages to property, and third-party claims, arising out of any theory of recovery, including warranty, contract, statutory or tort. Notwithstanding the term of any limited warranty or any warranty implied by law, or in the event that any limited warranty fails of its essential purpose, in no event will Seller's entire liability exceed the purchase price of the affected product(s). Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to a particular transaction. Buyer may have additional rights that vary, from state to state.
39. Patent, obvious defects detectable by ordinary inspection upon delivery must be reported in writing within five (5) days of delivery or they shall be considered waived and forfeited.
40. If the Seller produces a good on the basis of design specifications, drawings or other information provided by the Buyer, the Seller's liability is limited to the implementation of these instructions. All claims of the Buyer are to be judicially asserted within 24 months from the transfer of risk, otherwise the claim will forfeit.
41. Seller shall accept returns only after giving its prior, written consent.
42. No assignment of warranty and/or damages claims is permitted.

Cancellation of Accepted Purchase Orders

43. Seller may cancel any accepted purchase order without any liability for such cancellation to Buyer if, (i) performance of delivery and/or service is delayed by the Buyer or (ii) the Seller has reasonable concerns regarding the Buyer's solvency and ability to pay for the Goods.

Industrial Property Rights and Copyrights

44. The Buyer shall defend, indemnify and hold the Seller harmless from any and all costs, expenses, liability or claims of any kind, including but not limited to reasonable attorney's fees, for all infringements or alleged infringements of intellectual property rights of third parties where Seller has manufactured Goods based upon designs, specifications, drawings, or models provided by the Buyer.
45. Production documents, such as plans, drawings and other technical documents as well as samples, catalogues, brochures, illustrations and the like shall at all times remain the property of the Seller as well as any intellectual property rights associated with such plans, drawings etc.

Compliance with Export Control Regulations

46. In the event of transfer or resale of Goods or Services supplied by Seller (e.g. hard and/or software and/or technology including related documentation, independent of the manner of provision) from Buyer to third parties, Buyer shall comply with all applicable national and international (re)export control regulations applicable to such transfers. In all cases Buyer must observe the (re)export control regulations of the United States and the country of destination of the Goods or Services.
47. To the extent required for export control checks, Buyer shall promptly supply Seller upon request with all information pertaining to the final recipient, destination and intended use of the Seller's Goods or Services as well as any export control restrictions. The Buyer shall fully indemnify the Seller against all claims by public authorities or other third parties for non-observance of the above export control regulations and shall indemnify Seller for all expenses and damages incurred by Seller.

Additional Conditions for Agreements Concluded on the Internet

48. The Buyer obtains access to the Seller's eCommerce Portal (portal.tridonic.com) when it enters a legitimate username and password (hereinafter "login data") supplied by Seller. The Buyer shall change the password immediately upon receipt, as well as periodically thereafter to protect it from unauthorised access. The Seller shall assign, within reasonable limits, each person authorized by Buyer with individual login data. Login data assigned to Buyer by Seller may not be disclosed under any circumstances and Buyer agrees to promptly notify Seller of any significant changes regarding access permission for authorized persons.
49. Seller shall consider anyone who logs in to its eCommerce Portal with password/usernames supplied by Buyer to be authorized to effect eCommerce Portal transactions on behalf of Buyer. Buyer agrees and acknowledges that all transactions made in the Seller's eCommerce Portal using its login data are binding on Buyer.
50. Processing of all agreements concluded in the eCommerce Portal as well as all related information is carried out in part by automated email. The Buyer is responsible for ensuring its registered email address is valid and the receipt of emails is assured.

51. Seller assumes no responsibility for error free operation of its eCommerce Portal and explicitly excludes liability for damages resulting from its use and from the related use of the internet. Seller also disclaims any responsibility and liability for access failures such as limited or no availability of the eCommerce Portal, faulty transmission of information and instructions on the use of the eCommerce Portal. By its use of the eCommerce Portal, Buyer confirms that it is sufficiently informed as to the risks associated with the internet.
52. The Buyer acknowledges that use of the eCommerce Portal abroad may infringe upon foreign laws, for example, by use of the eCommerce Portal encryption process. The Seller assumes no responsibility or liability in this regard.
53. Representations of the Seller's goods in the eCommerce Portal are non-binding and do not represent a binding offer for the conclusion of an agreement. Orders placed in the eCommerce Portal are a binding offer of the Buyer to the Seller. The Seller's automatically generated order confirmation is intended for information purposes only and does not confirm an accepted order. Receipt of the Buyer's purchase offer will be confirmed separately in writing by Seller (e.g. by email) upon execution of the order (order confirmation) or by dispatch of the goods (dispatch confirmation).

Miscellaneous

54. No charges will be accepted for labor or materials on the job unless authorized in writing and signed by an officer of Seller. The sale of Goods and Services by Seller to Buyer shall be governed by New York law as if fully performed in New York and without regard to its conflicts of laws principles. The parties agree to submit any and all disputes arising out of this sales agreement to final and binding arbitration within New York City before JAMS, or any similar commercial arbitration forum on which the parties agree, and such arbitration forum shall be the sole and exclusive venue for resolution of any and all disputes arising out of this sale. The parties hereto agree and consent to New York as the exclusive venue for resolution of any dispute between them. The arbitration shall be before a single arbitrator who shall have been a judge of the New York Supreme Court or Federal Court for at least ten (10) years and the arbitrator shall (as opposed to may) award the prevailing party its costs of arbitration including reasonable attorney's and expert's fees, arbitrator and forum costs and similar, usual and customary costs associated with arbitration.
55. The provisions of these terms and conditions of sale are severable and shall be interpreted so as to be valid and enforceable to the maximum extent possible under applicable law. Any invalid or unenforceable provision shall be reformed or replaced by a valid and enforceable provision that is as similar in meaning as possible, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
56. The rights granted hereunder are personal to Buyer who may not assign its rights or delegate its duties, including, without limitation, in connection with a merger, consolidation, acquisition, asset sale, or similar transaction, without the prior written consent of Seller.
57. The waiver by either party of a breach or default of any provision hereunder by the other party shall not be construed as a waiver of any subsequent breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has, or may have hereunder, operate as a waiver of any right, power, or privilege by such party. Nothing contained herein shall be construed to waive any rights of Seller under applicable United States, federal, state, or local laws.

SELLER reserves the right to change these terms and conditions of sale without notice. The current version of these Terms and Conditions can be found on Seller's web site at www.tridonic.us. Buyer is urged to consult that site for the current version of these Terms and Conditions.

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