

GENERAL TERMS AND CONDITIONS OF BUSINESS

Luminator Germany GmbH

1. GENERAL

Our General Terms and Conditions of Business shall apply exclusively, unless we have recognized third-party terms and conditions of business in writing. The Terms and Conditions of Business set out provisions governing the collaboration (rights and obligations) between the Principal and Luminator Germany GmbH in particular the coordination, continuity and confidentiality of the assignment, the form of collaboration and the nature of invoicing and reporting.

2. OFFER

In the absence of any agreements to the contrary, our offers shall be valid for a period of 30 days from the offer date. The prices offered can be maintained if the products and services specified in our offers are ordered without any changes being made to the scope mentioned and the corresponding deadlines. In the event of a material change in the circumstances that had a decisive impact on pricing, Luminator Germany GmbH is entitled to adjust the prices to reflect the new circumstances.

We also have to reserve the right to change prices during this period (subject, of course, to corresponding notification).

We also reserve the right to correct any evident errors and spelling mistakes.

The Agreement shall be concluded when the order/project is successfully confirmed in writing, by fax or by e-mail. Verbal confirmations shall not be legally binding.

3. GOODS SUPPLY

In the absence of any agreements to the contrary, deliveries shall be made, uninsured in each case, FCA Pruszcz Gdański (POLAND) (pursuant to the INCO Terms 2015). The invoice shall openly disclose the freight costs in each case.

The freight forwarding shall be handled in line with the agreement with the Principal. If no such agreement has been reached, then Luminator Germany GmbH shall select the most cost-effective and fastest freight forwarding for the Principal. The packaging costs are included in the price. Ancillary costs for imports, exports, permits, certificates, customs duties, taxes and fees are the responsibility of the Principal.

The benefits and risks shall pass to the Principal when the goods are dispatched. Shipments that include damage caused during transportation are to be accepted and the defects are to be reported to the carrier in writing without delay in order to establish the facts.

4. COOPERATION: GENERAL

The Parties to the Agreement shall show mutual respect for the employment relationships in place and the other Party's

interest in its employees.

Luminator Germany GmbH shall comply with the Principal's standard practices when working on the latter's premises.

Following a mutual agreement, other employees of Luminator Germany GmbH or third parties can be commissioned to perform individual tasks as part of the project.

5. COOPERATION: DUTIES INCUMBENT UPON Luminator Germany GmbH

Luminator Germany GmbH shall notify the Principal in writing without delay if it becomes aware of any facts that call the proper or timely (based on the deadlines set) performance of the deliveries and services into question. The Principal shall do the same vis-à-vis Luminator Germany GmbH is subject to a confidentiality obligation. Data relating to the Principal shall be treated as confidential. The confidentiality obligation shall not, or shall cease to, apply if the information in question is known or accessible to the general public, if Luminator Germany GmbH was already aware of it before the Principal made it available, or if it was disclosed or made available to Luminator Germany GmbH at any point in time by an authorized third party without any confidentiality obligation being imposed. All documents and materials provided on loan shall be returned to the Principal following the end of the assignment in question.

The work to be performed is only to have a marginal impact on business operations and shall only affect such operations where absolutely necessary.

6. COOPERATION:

Duties incumbent upon the Principal

The Principal shall make all decisions that need to be made in a due, proper and timely manner and shall inform Luminator Germany GmbH without delay of any delays that could have an impact on the reciprocal contractual obligations of the Parties.

The Principal undertakes to provide Luminator Germany GmbH with all documentation and information required to perform the work free of charge, in a timely manner and in full.

All documents and materials provided on loan shall be returned to Luminator Germany GmbH following the end of the assignment.

7. LIABILITY AND WARRANTY

Luminator Germany GmbH is liable for performing all work carefully from a professional and technical perspective and in accordance with the generally accepted rules that apply in the specialist area in question. If defects occur, then Luminator Germany GmbH shall be entitled to take improvement measures to rectify the defects within an appropriate period.

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Luminator Germany GmbH

Luminator Germany GmbH guarantees that, in the absence of any agreements to the contrary, its products shall be free of any material and processing defects for a period of two years from the time of initial purchase. If a product features a defect for which Luminator Germany GmbH is responsible, then Luminator Germany GmbH shall, at its discretion, either rectify the defect or supply a replacement product at its own expense within a reasonable period. All replacement deliveries or repairs also form part of the warranty for defects set out in these General Terms and Conditions of Business.

The place of performance for all claims in connection with liability and warranty shall be Luminator Germany GmbH.

Luminator Germany GmbH's warranty shall not include:

- Regular maintenance, repairs or the replacement of parts due to usual wear-and-tear.
- Defects and damage resulting from improper use, incorrect assembly or installation, a lack of care exercised or external influences, such as damage caused by blows or impact, damage caused by moisture or wet conditions, damage caused during transportation, natural hazards (rain, snow, fire, etc.) or repairs and changes performed by third parties.
- The storage or operation of devices outside of the following temperature ranges:
 - Max. storage temperature for LED displays: -20° C - +80° C.
 - Max. storage temperature for other components, in particular TFT screens: -20° C - +65° C.
 - Max. operating temperature for LED displays: +65° C.
 - Max. operating temperature for other components, in particular TFT screens: +55° C.
- In the interests of ensuring a lifespan that is as long as possible and corresponds to several times the warranty period, care must be taken to ensure sufficient heating, ventilation or air conditioning for the operating environment during operation.
- Defects and damage due to changes, alterations or retrofitting for a purpose other than the usual purpose without our written consent.
- Material damage caused by product defects, damage caused by inconveniences, the loss of the product, lost time, lost profits, loss of business opportunities, loss of confidence, disruptions to business relationships and other financial losses.
- Consequential damage arising from the use of the software

products manufactured or distributed by us.

- Freight forwarding costs, travel time and kilometer allowances (these shall be offset).

8. RIGHTS TO THE WORK RESULTS

The documentation developed exclusively for the Principal within the framework of the performance of the order/project shall be the property, and shall be at the free disposal, of the Principal following its completion. This shall not apply to the source code for the software programs.

Luminator Germany GmbH is entitled, unilaterally pursuant to section 315 of the German Civil Code (BGB), to use any work results for its own purposes free of charge. Luminator Germany GmbH also has the right to exploit and use any general knowledge and experience developed during the performance of the services free of charge.

9. DEADLINES

The deadlines agreed in writing between the two Parties in consultation with each other shall apply. Any verbal agreements shall be confirmed in writing.

10. DEFAULT

Luminator Germany GmbH undertakes to adhere to the deadlines agreed with the Principal in each case. If the Principal changes the scope of work or does not fulfill its obligations in a timely manner and/or in full, then Luminator Germany GmbH has the right to adjust deadlines accordingly.

In the event of deadline delays caused by third parties that have no contractual relationship with Luminator Germany GmbH shall also have the right to adjust deadlines agreed with the Principal accordingly.

The deadlines shall also be subject to force majeure, mobilization, strike, unrest and prolonged illness, serious accidents or death affecting a key employee for the order. In all cases, Luminator Germany GmbH shall endeavor to find an adequate solution following consultation with the Principal.

11. REPORTING OBLIGATION

Luminator Germany GmbH shall report on the status of the work at periodic intervals and at the Principal's request. Major problems, i.e. problems that could pose a threat to the contractual performance of the services, shall be reported without delay. Suitable measures are to be taken immediately, by mutual agreement, to avert or resolve such problems.

12. FEE AND INVOICING

The services agreed in a corresponding agreement or order shall be invoiced by Luminator Germany GmbH to the Principal either based on the substantiated time and materials, or in line with an agreed flat rate. The conditions

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agreed between the Principal and Luminator Germany GmbH.

Luminator Germany GmbH shall apply to the expenses to be charged as of the commencement of the assignment.

Luminator Germany GmbH shall invoice its services either on a monthly basis on the basis of written work reports or as a flat rate in line with the payment agreement.

The Principal shall make payment either within 30 days of the invoice being issued or in line with a special payment agreement. All prices agreed and declared are exclusive of VAT, other taxes and levies in principle. The services shall be invoiced in the agreed currency.

13. DEFAULT ON PAYMENT

If the Principal does not pay in accordance with the payment conditions set out in the agreement, the offer or the invoice, then it shall be deemed to be in default without any warning having to be issued. In such cases, Luminator Germany GmbH can charge default interest at a rate that is 9% above the basic interest rate.

14. TERM OF THE AGREEMENT

Agreements shall be concluded for the period from the time at which they are signed until the end of the assignment (e.g. official acceptance/formal project completion/goods delivery). The services performed up until the termination of the agreement can be invoiced in any event.

15. FINAL PROVISIONS

If material contractual provisions are severely breached, then the Party affected can ask the other Party to remedy the contractual breach after setting a deadline that must lie at least 14 days in the future.

If the other Party fails to meet this request or refuses to rectify the defect, then the Party affected shall have the right to terminate the agreement in writing, but not in electronic form, with immediate effect.

16. PLACE OF JURISDICTION

These General Terms and Conditions of Business and the agreements based on them shall be subject to German law. The place of jurisdiction is Rastatt/Federal Republic of Germany.

Luminator Germany GmbH is entitled to file claims against the Principal at any other permissible place of jurisdiction.