

General Sales and Delivery Terms

Unless there is another written agreement, the following terms apply to all Focus Lighting A/S' ("Focus Lighting") deliveries.

1. Prices

- a. Prices quoted are excl. VAT, duty and any other taxes.
- b. Goods are delivered at the price valid on the day of delivery if nothing else is agreed in writing.
- c. List prices can be changed without notice.

2. Quotations:

- a. Quotations are valid for 30 days.
- b. All drawings, technical specifications etc. are the property of Focus Lighting AS and may not be copied or given to a third person for production purposes.

3. Terms of delivery:

- a. All deliveries are ex works Focus Lighting AS or subsupplier.
- b. Time of delivery is without obligation. Compensation for loss or damage caused by delay of delivery will under no circumstances be accepted.
- c. Forwarding of goods is for the account and risk of the purchaser.
- d. If, at the time of delivery, the purchaser fails to collect the ordered goods, Focus Lighting AS will store and insure the goods at the cost of the purchaser. If, after a written request, the purchaser does not collect the goods ordered, Focus Lighting AS has the right to sell the goods at the best possible price at the cost of the purchaser.

4. Terms of payment:

- a. Payment for registered customers: 30 days net
- b. Payment for non-registered customers: Pre-payment or bank guarantee
- c. Any delay in payment will result in a 2% penalty interest per month.
- d. All goods remain the property of Focus Lighting AS until full settlement of accounts.

5. Claims and Responsibility

- a. All goods need to be checked upon receipt.
- b. Claims regarding the delivery must be made within 8 days from receipt of goods. Technical claims must be made in writing within 14 days after the problem has arisen. Products, which have been in use for more than five years, are not covered by any warranty.
- c. Products with material or manufacturing defects will be repaired or replaced by Focus Lighting AS. The decision as to repair or replacement lies with Focus Lighting AS.
- d. For LED's and other lamps, drivers, and high-frequency ballast equipment, the warranty terms of the equipment manufacturer are in force.
- e. Focus Lighting disclaims any responsibility for damage to the products caused in whole or in part as a result of transients or other irregularities in the voltage to which the product in question is connected.

- f. Focus Lighting disclaims any responsibility for delays that arise in whole or in part from subcontractors and are thus beyond Focus Lighting's control.
- g. Lighting calculations made by Focus Lighting are intended as guidelines only and Focus Lighting cannot be held responsible for any miscalculations.
- h. Focus Lighting's liability can at no time exceed the contract sum for the specific purchase of goods.

6. Warranty:

- a. Focus Lighting warrants that during a period of five years from the date of invoice the products will be free from defects in material and workmanship and will conform to Focus Lighting's written specifications applicable to the particular products as those specifications exist on the date of delivery.
- b. The warranty does not apply and will be void if the product is subjected to improper operation, neglect, misuse, alteration, abuse, wilful damage, negligent operation, or failure to follow the instructions given by Focus Lighting AS.

7. Return of goods:

- a. Return of products is subject to preceeding arrangements with Focus Lighting.
- b. Specially designed products cannot be returned.

8. Force Majeure:

- a. All orders and deliveries will be produced with reservation for strikes, lock-out, war, fire, cyber attacks, epidemics and other force majeure.
- b. When delivery is not possible due to force majeure, the delivery will be postponed as long as the situation is in force plus a fair amount of time to normalise the production.
- c. If delivery is expected to be delayed more than 8 weeks, both the purchaser and Focus Lighting AS will be entitled to cancel the order without this being considered neglect of the agreement.

9. Governing Law and Venue

- a. The terms shall be governed by Danish law. However, the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) shall not apply.
- b. Any dispute arising out of or in connection with the Terms of Sales, including any disputes regarding the existence, validity or termination thereof, shall be settled at the Maritime and Commercial Court of Copenhagen or, in matters where the Maritime and Commercial of Copenhagen does not have jurisdiction, the District Court of Copenhagen, Denmark.