GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY

STATUS JANUARY 2025

§ 1 APPLICATION, FULFILMENT

[1] PROLICHT GmbH ("**PROLICHT**"), based in Götzens, Tyrol, Austria, produces and sells high-quality luminaires and individual lighting systems ("**GOODS**") all over the world.

[2] All sales to its customers ("**CUSTOMER(s)**") are subject exclusively to the following General Terms and Conditions of Business and Delivery ("**GTC**"). These GTC are enclosed with each offer to the CUSTOMER and are available for download in various languages on the PROLICHT homepage. These GTC apply to all agreements made between PROLICHT and the CUSTOMER regarding the purchase and delivery of GOODS and the provision of services (consultancy and work), unless the parties agree on a more specific arrangement for the service.

[3] These GTC also apply as a legal basis for all future businesses with PROLICHT, even if no further reference is made to it later on.

[4] If the CUSTOMER refers to its GTC in the course of the order and PROLICHT nevertheless makes the sale, this does not constitute acceptance of the CUSTOMER's GTC. Rather, by placing the order and accepting the order confirmation ("**OC**") without objection (see § 2 (4), (5)), the CUSTOMER agrees that the purchase contract is based exclusively on PROLICHT's GTC. These GTC shall be deemed accepted by the CUSTOMER at the latest upon performance of the service.

[5] Field and sales representatives of PROLICHT are not authorized to make agreements or commitments on behalf of PROLICHT that deviate from these GTC. For this purpose, written individual agreements by authorized representatives (managing directors or authorized signatories) of PROLICHT are required.

[6] The CUSTOMER acknowledges that PROLICHT may transfer the contract and/or individual rights and obligations under the contract to companies affiliated with PROLICHT and have its obligations fulfilled by them. No consent of the CUSTOMER is required for this.

§ 2 OFFERS, CONCLUSION OF SALES CONTRACT

[1] PROLICHT responds to inquiries from CUSTOMERS by sending offers that are generally non-binding.

[2] Offers are only binding in exceptional cases if they are expressly designated as binding by PROLICHT. The last (binding) offer from PROLICHT replaces all previous offers.

[3] The order is immediately binding for the CUSTOMER, his unilateral withdrawal from the contract (cancellation) is excluded, provided that a confirmation of the order (sending OC) is made within a reasonable period of time. The CUSTOMER is bound to his order for 30 (thirty) days from receipt by PROLICHT.

[4] PROLICHT reserves the right to accept the order. This is done by sending a written OC. The scope of the contract is determined exclusively by the OC; it reflects the content of the purchase contract.

[5] The CUSTOMER is obliged to check whether the OC corresponds to the order. If the content of the OC deviates from the order, the CUSTOMER shall be deemed to have consented to the amended content if he does not immediately object to the OC in writing. If no timely objection or correction is made by the CUSTOMER, any deviations in the OC shall be deemed accepted.

[6] Special specifications of the CUSTOMER such as delivery periods, dates, discounts, different delivery addresses, special requests or special designs etc. shall only become part of the contract if they are expressly confirmed as binding by PROLICHT in the OC.

[7] Samples are non-binding and subject to a charge, unless otherwise agreed.

[8] PROLICHT may change designs even after conclusion of the contract, provided this is compatible with the customer's specifications or the deviation is only minor.

§ 3 OTHER SERVICES: PLANNING SERVICES, EMERGENCY LIGHTING FUNCTION

[1] Other services (in addition to the delivery of the GOODS), such as consulting, planning (e.g. lighting design) and construction services are generally not included in the purchase price, but are subject to a charge.

[2] PROLICHT can offer the service of design planning in advance in connection with the delivery of its GOODS. This is to be understood as a non-binding design recommendation for the positioning of the luminaires at the CUSTOMER's premises. This service is provided exclusively on the basis of the (unchecked) files and dimensions to be provided by the CUSTOMER.

[3] The design planning is not an exact implementation plan and is therefore not suitable for subsequent installation. As a pure recommendation/suggestion for a final implementation plan and the actual implementation or installation on site, it must be checked on site by the respective professional. PROLICHT accepts no liability for the correctness, completeness and feasibility of the implementation recommendation.

[4] GOODS can be offered with an emergency lighting function. However, the GOODS are generally not emergency luminaires as defined by EN 60598-2-22. If emergency luminaires as defined by EN 60598-2-22 are requested, additional chargeable tests must be carried out, for which the CUSTOMER will be invoiced. GOODS can be offered with an emergency lighting function. However, the GOODS are generally not emergency luminaires as defined by EN 60598-2-22. If emergency luminaires as defined by EN 60598-2-22 are requested, additional chargeable tests must be carried out, for which the CUSTOMER will be invoiced.

§ 4 EXCHANGE, WITHDRAWAL, FORCE MAJEURE

[1] All GOODS are always manufactured individually to order. For this reason, returns, exchanges or changes after ordering (also with regard to delivery date and place of delivery) are generally excluded.

[2] If the CUSTOMER wishes to withdraw from the contract and gives PROLICHT its consent to do so, or if PROLICHT justifiably declares its withdrawal due to circumstances for which the CUSTOMER is responsible because the CUSTOMER does not fulfill its contractual obligations towards PROLICHT, the CUSTOMER is obliged to pay 100% (one hundred percent) of the order amount covered by the withdrawal as liquidated damages, irrespective of fault. PROLICHT reserves the right to claim higher damages.

[3] PROLICHT shall not be liable for the impossibility or delay in delivery due to causes beyond its control ("Force Majeure"): e.g. accident, war, acts of terrorism, epidemic, pandemic, civil unrest, failure of communication facilities, natural disasters, acts or omissions of government, changes in laws or other regulations, strikes, unforeseeable operational, traffic or shipping disruptions, fire damage, floods, unforeseeable shortages of energy and raw materials, import and export restrictions, official decrees and similar unforeseeable events that subsequently make it difficult or impossible for PROLICHT or PROLICHT's suppliers to perform. In this case, PROLICHT is released from its obligation to perform without any cost consequences.

[4] If events occur after conclusion of the contract (e.g. increase in raw material prices, transport costs, etc.) which no longer allow the contract to be fulfilled under the agreed conditions in a cost-covering manner, PROLICHT is free to withdraw from the contract without incurring any costs.

[5] If alternative suppliers or raw materials have to be used in the event of supply bottlenecks, the CUSTOMER may only demand this if the corresponding costs are also borne by the CUSTOMER.

§ 5 DEADLINES, DELIVERY, TRANSPORT, DELAY AND LIMITATION OF LIABILITY

[1] The assurance of specific delivery dates or deadlines as well as specific production times stated on the homepage, in catalogues, etc. is non-binding and dependent on capacity utilization.

[2] Unless otherwise agreed, delivery shall be EXW (Ex Works) Gewerbepark 9, 6091 Götzens (Incoterms® 2020). This also applies even if PROLICHT organizes the transport and/or pays the costs ("carriage paid delivery"). In the latter cases, PROLICHT has the choice of the means of transportation. PROLICHT is not responsible for the unloading and loading at the construction site.

[3] Delivery dates or deadlines stated in the order or GTC are generally non-binding, unless otherwise stated in the OC.

[4] A delivery date confirmed in the OC is always the date of readiness for dispatch ex works.

[5] PROLICHT is entitled to make and invoice partial or advance deliveries.

[6] In any case, an agreed delivery period or date cannot commence before receipt of a corresponding confirmation of cover from the credit insurance company (see § 8 (1)), receipt of the amount to be paid in advance or information requested by PROLICHT and to be provided by the CUSTOMER. Especially in the case of custom-made luminaires, it is the CUSTOMER's responsibility to provide correct dimensions/information in good time. Only after these informations have been provided in full can construction work begin and delivery times be promised. The dimensions must be submitted with the order at the latest.

[7] PROLICHT is not responsible for delays caused by the authorities when exporting to third countries.

[8] Any packaging supplied and the obligation to dispose of it properly shall pass to the CUSTOMER upon delivery.

[9] Unless otherwise agreed in writing in the OC, all transportation, insurance, customs clearance and certification costs (outside EEA/Switzerland/United Kingdom), etc. shall be borne by the CUSTOMER. The prices do not include unloading and carrying of the GOODS (on site).

[10] If the CUSTOMER does not collect the GOODS on the agreed delivery date, the CUSTOMER shall be in default of acceptance. After expiry of a reasonable grace period, PROLICHT is entitled - without prejudice to further claims - to either to insist on fulfilment of the contract or withdraw from the contract and/or to claim damages or to store the GOODS at the risk and expense of the CUSTOMER at its own discretion either itself or with an authorized company for a storage fee customary in the market. In the event of default of acceptance, the risk of accidental loss or accidental damage of the GOODS shall pass to the CUSTOMER. The amount of the claim for damages shall be at least 75% (seventy-five) percent of the order value, whereby damages in excess thereof may be claimed.

[11] Insofar as performance deadlines are agreed as binding, the following shall apply: If the CUSTOMER is in default with the fulfilment of its contractual obligation, all performance periods shall be extended by the period of default. Performance periods shall be extended appropriately in the event of circumstances for which PROLICHT is not responsible and in the event of force majeure (see § 4 (2)). PROLICHT will inform the CUSTOMER immediately of the beginning and end of such obstacles. If the obstacle to delivery lasts longer than three months, both contracting parties are entitled to withdraw from the contract without incurring any costs.

[12] In principle, PROLICHT will only compensate (default) damages in accordance with the provisions of § 10. The following also applies: If PROLICHT is responsible for non-compliance with a delivery date bindingly agreed in the GTC and if the CUSTOMER can prove that it has suffered damage (eligible for compensation within the meaning of § 10) as a result, the CUSTOMER may demand compensation in the maximum amount of 0.5% per week of the continuing delay in delivery, but not more than a total of 5% of the net price of the delivery affected by the delay.

§ 6 DELIVERY OUTSIDE THE EEA/EXPORT RESTRICTIONS

[1] Unless otherwise stipulated in the OC, the following applies: PROLICHT shall be deemed to be the distributor in respect of GOODS delivered within the European Economic Area (EEA), Switzerland and the United Kingdom. For deliveries outside the EEA, the CUSTOMER shall be deemed to be the distributor, irrespective of who organizes and/or pays for the transport.

[2] The CUSTOMER therefore acknowledges that the GOODS offered by PROLICHT are generally approved for use within the EEA and accordingly have any certificates or similar that may be required there. The CUSTOMER is therefore in principle responsible for obtaining official or other permits and certificates outside the EEA and for checking whether the GOODS are suitable for use outside the EEA at his own expense and risk, whereby PROLICHT will be happy to provide support. This concerns both legal and technical requirements for use outside the EEA.

[3] The CUSTOMER undertakes to comply fully with all national and international laws, regulations, sanctions and embargoes relating to export and re-export, as amended from time to time, including but not limited to restrictions in connection with domestic transactions, brokerage services and other prohibitions on circumvention which directly or indirectly affect its activities (including the resale of the GOODS). The CUSTOMER shall indemnify and hold PROLICHT harmless in the event of a breach of these obligations.

[4] PROLICHT does not warrant that the GOODS offered by PROLICHT are free from intellectual property rights of third parties in countries outside the EEA. The risk of infringement of intellectual property rights due to the import, transit or export or the placing on the market, offering for sale, sale, advertising, etc. of the GOODS offered by PROLICHT in a non-EEA country therefore lies exclusively with the CUSTOMER. If claims are asserted against PROLICHT by a third party due to an infringement of intellectual property rights in a non-EEA country, the CUSTOMER shall indemnify and hold PROLICHT harmless.

§ 7 PRICES

[1] Unless otherwise agreed in writing, prices are ex works (EXW) place of manufacture according to Incoterms® 2020 excluding VAT and transportation costs and excluding any import costs and customs duties.

[2] The statutory value added tax is due in the respective statutory amount and is shown separately on the invoice. In the case of services outside the European Union, PROLICHT is entitled to subsequently charge the statutory VAT if the CUSTOMER does not send proof of export to PROLICHT within one month of the respective shipment.

[3] Rebates of any kind granted in individual cases, including cash discounts, shall not constitute any entitlement to future rebates.

§ 8 TERMS OF PAYMENT, INVOICE CHECKING, PREVENTION OF PAYMENT, RETENTION OF TITLE

[1] PROLICHT delivers on account with payment terms, provided that the CUSTOMER can be insured against non-payment with PROLICHT's credit insurance. Whether such a request is made to the credit insurance company is at PROLICHT's discretion. If the insurance is successful or as long as it is valid, the invoices (until the credit limit is reached) must be paid within 30 days of the invoice date. If the credit insurance refuses cover, delivery will only be made against advance payment (up to the full amount of the order value). In this case, receipt of the purchase price or down payment is a prerequisite for delivery or the start of production.

[2] Invoices must be checked immediately by the CUSTOMER and any errors must be reported. After the due date, a correction is excluded and the invoice amount shall be deemed accepted.

[3] Payments must always be made by bank transfer, unless otherwise agreed.

[4] In the event of default, default interest of 9.2 percentage points (nine point two percentage points) above the base interest rate p.a. (§ 456 UGB), but at least 15% (fifteen percent) p.a., shall be charged.

[5] PROLICHT is entitled to claim a flat-rate reminder fee of € 40.00 (forty euros) from the CUSTOMER for each reminder letter in the event of late payment, as well as any higher damages.

[6] If the CUSTOMER is in default of payment, PROLICHT shall be entitled to demand immediate payment of all claims against the CUSTOMER and/or to demand the provision of security even before delivery, to withhold outstanding deliveries from all contracts with the CUSTOMER in whole or in part or to withdraw from existing contracts in whole or in part.

[7] The CUSTOMER shall only be entitled to rights of set-off, retention and refusal of performance if his counterclaims have been legally established or expressly recognized in writing.

[8] The delivered GOODS remain the property of PROLICHT until the invoice amount and any default interest have been paid in full. In the event of resale, the CUSTOMER shall only deliver the GOODS to its customers under effectively agreed retention of title (forwarded retention of title) until full payment has been made.

§ 9 TRANSPORT DAMAGE, NOTICE OF DEFECTS, WARRANTY PROVISIONS AND LIMITATIONS

[1] Unless expressly agreed otherwise, the CUSTOMER's warranty claims shall be governed by the statutory provisions of the Austrian Civil Code (§§ 922 ff ABGB).

[2] Liability under the warranty does not include any consequential damages, such as the costs for the installation or removal of defective GOODS.

[3] The statutory warranty period for defects at the time of delivery of the GOODS is 24 months after delivery (ex works).

[4] Any transport damage and/or loss must be reported by the CUSTOMER immediately upon delivery in the presence of the carrier, documented (e.g. photos) and reported to PROLICHT in writing, otherwise the CUSTOMER shall be liable for any damage in this respect. These obligations also apply to the CUSTOMER if the delivery is made to a third party at the request of the CUSTOMER and must therefore be transferred to this third party.

[5] The CUSTOMER (or an authorized third party) must inspect the delivered GOODS after delivery for (other) defects (regarding transport damage see § 9 (3)). Obvious defects, incorrect deliveries or defects that could have been detected during a proper and careful inspection must be reported to PROLICHT immediately, but at the latest within 10 working days after delivery/collection of the GOODS, by e-mail to the iRun complaints department at irun@prolicht.at ("**NOTICE OF DEFECTS**"). Hidden defects must be reported to PROLICHT immediately after discovery, but at the latest within 10 working days of discovery. After the notice of defects, the CUSTOMER must wait for further instructions from iRun. If the CUSTOMER fails to give notice of defects in due time, the GOODS shall be deemed approved and accepted as free of defects.

[6] The CUSTOMER shall bear the burden of proof for all warranty claims, including the existence of the defect at the time of delivery, the time at which the defect was discovered and the timeliness of the notice of defects.

[7] The legal presumption of defectiveness at the time of handover if the defect becomes apparent in the first six months (§ 924 ABGB) is excluded.

[8] The statutory recourse liability in the event that the CUSTOMER provides a warranty to a consumer (§ 933b ABGB) is excluded.

[9] The following exclusions and restrictions also apply:

a. If the GOODS are manufactured by PROLICHT on the basis of design information, drawings, models or other specifications provided by the CUSTOMER, the warranty and liability shall be limited to the execution in accordance with this information provided by the CUSTOMER. PROLICHT is not obliged to check this information or documentation.

b. Illustrations and visualizations on the homepage, in the product configurator, in catalogues, data sheets or other sales documents are intended for better illustration and are always non-binding. They do not represent a detailed representation of the GOODS and any deviation of the GOODS from these visualizations therefore does not constitute a defect. Liability for printing or typographical errors is excluded. We reserve the right to make changes and design improvements, in particular in the interests of technical progress.

c. The warranty requires installation/repair by a licensed electrical engineering company.

d. Recessed luminaires must not be installed in perforated plasterboard or perforated panels.

e. The GOODS are designed for use at a room temperature of 10°C to 30°C. Additional environmental influences that cause deviating temperatures, such as special installation and assembly situations or environmental conditions that were unknown to PROLICHT (e.g. confined space, proximity to heaters, direct sunlight, etc.) but also certain chemical, electrochemical or electrical influences or increased humidity, overvoltage, dust, power or mains fluctuations, oxidized surfaces, etc. can impair the functionality of the GOODS and do not constitute a defect in terms of the warranty. It is the CUSTOMER's responsibility to inform PROLICHT in good time about the place of use and local influences.

f. Modifications or repairs to the GOODS carried out without the consent of PROLICHT and faults or noise caused by improper use, operation in conjunction with unsuitable control components and incorrect operation are not covered.

g. The warranty is excluded if the CUSTOMER does not use the GOODS properly or if they are connected to or installed in unsuitable parts (e.g. parts that do not originate from PROLICHT or do not comply with the operating instructions).

h. Minor changes or deviations from the target quality (minor defect) or minor deviations from illustrations or information on the website or other sales documents that are insignificant for the value or use of the GOODS as well as surface damage to less than 5% of the total surface of the luminaire do not justify a warranty claim.

[10] Natural or normal wear and tear as well as wearing parts (e.g. batteries, light source) are not covered by the warranty. The following failures or changes are part of normal wear and tear and do not constitute grounds for complaint:

a. Lifetime specification L70B10 for LED modules:
   - Failures within the scope of the so-called nominal failure rate: for electronic operating devices or components such as LED modules, the average nominal failure rate is 0.2 %/1000 operating hours.
   - Usual changes in LED modules: decrease in luminous flux up to a value of 0.6 %/1000 operating hours.

b. The luminous flux, light color and output of a new LED module are subject to a tolerance of +/- 10 %.

c. Ageing of plastic parts: Due to the natural ageing process, polycarbonate and PMMA, for example, can become discolored and brittle.

[11] Defective GOODS or parts thereof shall only be returned at PROLICHT's request. PROLICHT may instead request images of the defective GOODS in order to check whether a defect actually exists. If the CUSTOMER returns defective GOODS to PROLICHT without PROLICHT's consent or if an authorized return shipment reveals that the GOODS were free of defects, the CUSTOMER shall bear the costs of the return shipment. The above options also apply to cases in which the CUSTOMER is entitled to other claims instead of or in addition to the warranty claim. Subject to mandatory statutory provisions, PROLICHT shall have no further warranty obligations.

[12] If the CUSTOMER provides evidence of a defect, PROLICHT may choose to repair or replace the GOODS or reduce the purchase price appropriately. Shortages will be delivered subsequently. In the case of subsequent deliveries of LED modules, there may be deviations in the light properties compared to the original products due to technical progress and use-related changes in the luminous flux and light color of products.

[13] Invoices for repairs carried out will only be recognized if PROLICHT has been notified of these costs in writing in advance and PROLICHT has confirmed in writing in advance that it will bear the costs.

[14] A timely notice of defects does not entitle the customer to a reduction or retention of the purchase price.

[15] The warranty obligation shall not be extended due to the rectification of defects (repair). This does not apply to the complete replacement of the GOODS.

[16] The CUSTOMER's right to assert claims arising from defects (in court) expires three months after written rejection of the defects by PROLICHT.

§ 10 LIABILITY AND LIMITATION OF LIABILITY; EXCLUSION OF LIABILITY

[1] PROLICHT is only liable for damages within the scope of the statutory provisions; any further contractual liability (in particular the assumption of contractual penalties) is excluded.

[2] Furthermore, PROLICHT's liability outside the scope of application of the Product Liability Act is limited as follows:

a. PROLICHT shall only be liable for intent or gross negligence, except for personal injury.

b. PROLICHT's liability in terms of amount is in any case limited to the amount of the simple net order fee according to the invoice for the delivery of goods that was the cause of the damage.

c. Liability for consequential damage and financial loss, loss of profit, loss of interest and damage arising from third-party claims against the CUSTOMER is excluded, even in cases of gross negligence. In particular, PROLICHT shall not be liable for legal costs, the CUSTOMER's own legal fees or costs of the publication of judgments or for any claims for damages or other third-party claims. Exclusion of liability also applies to consequential damages under warranty, i.e. all ancillary costs incurred in connection with the rectification of defects (e.g. for installation and removal, transportation, disposal, travel and travel time, lifting equipment) and lost profits. In this respect, the CUSTOMER undertakes to indemnify PROLICHT against any claims of its customers resulting from (consequential) damages.

d. In any case, liability is limited to compensation for foreseeable damage typical for the contract. (Damage) compensation claims of the CUSTOMER against PROLICHT, which are based on contractual penalty claims of the CUSTOMER's customers, are in no case foreseeable for PROLICHT and typical for the contract in the aforementioned sense.

e. If the damage is covered by an insurance policy taken out by the CUSTOMER for the damage in question, PROLICHT shall only be liable for any associated disadvantages suffered by the CUSTOMER, e.g. higher insurance premiums. The CUSTOMER must prove the existence or non-existence of the insurance cover to PROLICHT upon request.

[3] No liability is accepted for the provision of any free (additional) services (consultancy services).

[4] In the event of non-compliance with any conditions (official or specified by PROLICHT) for installation, commissioning and use (e.g. in operating instructions and safety instructions), any compensation for damages is excluded.

[5] In the event of non-compliance with any conditions for installation, commissioning and use (such as those contained in the operating instructions) or the official approval conditions, PROLICHT's liability is excluded in any case. Cleaning work can displace diffusers; this does not result in any liability on the part of PROLICHT.
[6] For deliveries or transfers of GOODS outside the EEA, the provisions in Section 6 also apply.
[7] If a more extensive exclusion of liability is permissible in individual cases, this shall be deemed to have been agreed.
[8] In addition, the restrictions set out in § 9 (5), § 9 (6), § 9 (7) and § 9 (8) of these GTC apply. In these cases, PROLICHT's liability is excluded.
[9] The limitations of liability shall be transferred in full to any purchasers of the CUSTOMER, with the obligation of further transfer.
[10] If claims are asserted against PROLICHT by third parties on the basis of strict liability, in particular on the basis of product liability, the CUSTOMER shall assume liability to the extent that it would also be directly liable. PROLICHT's liability for measures taken by the CUSTOMER to avert damage, e.g. product recalls, is excluded to the extent permitted by law.
[11] The CUSTOMER's right to assert claims for damages (in court) against PROLICHT expires three months after written rejection by PROLICHT.

§ 11 "NO-RUSSIA/BELARUS CLAUSE" AND CONTRACTUAL PENALTY

[1] PROLICHT is obliged to contractually prohibit the re-export to Russia or Belarus as well as the re-export for use in Russia or Belarus when selling, delivering, transferring or exporting certain goods or technologies to a third country (outside the EU). The CUSTOMER concerned acknowledges this and undertakes as follows:
[2] PROLICHT sells exclusively under the condition that the CUSTOMER does not sell, export, re-export (directly or indirectly) the GOODS delivered by PROLICHT
a. which fall within the scope of Article 12g of Council Regulation (EU) No 833/2014, to the Russian Federation or for use in the Russian Federation, and
b. which fall within the scope of Article 8g of Council Regulation (EU) No 765/2006, to Belarus or for use in Belarus.
[3] The CUSTOMER shall use its best endeavors to ensure that this purpose is not frustrated by third parties in the wider commercial chain, including potential resellers.
[4] For this reason, the CUSTOMER must establish and maintain an appropriate monitoring mechanism to identify any behavior by third parties further down the supply chain, including potential resellers, that could frustrate this purpose.
[5] A breach of these paragraphs shall constitute a material breach of the sales contract entitling PROLICHT to assert reasonable claims, including but not limited to
a. withdrawal from the contract or immediate termination (for good cause) of the contract (without this giving rise to claims for damages by the CUSTOMER); and
b. the assertion of damages in an appropriate amount, i.e. at least a contractual penalty of 35% of the total value of the purchase contract in question.
[6] The CUSTOMER is obliged to inform PROLICHT immediately of any difficulties in the application of these paragraphs, including any relevant activities of third parties that could frustrate the purpose of paragraph (2). The CUSTOMER shall provide PROLICHT with information on compliance with the obligations under these paragraphs within two weeks of being requested to do so.

§ 12 INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHTS

[1] If a GOOD is manufactured by PROLICHT on the basis of design data, drawings, models, plans or other specifications of the CUSTOMER, the CUSTOMER shall indemnify and hold PROLICHT harmless in the event of any resulting infringement of third-party property rights. PROLICHT is not obliged to examine such documents.
[2] Execution documents such as plans, sketches and other technical documents as well as samples, catalogues, brochures, illustrations and the like always remain the intellectual property of PROLICHT and are subject to the relevant statutory provisions regarding their use, such as reproduction, imitation, competition, etc. In particular, the CUSTOMER is not entitled to use rights to these documents for purposes other than its own or contractually agreed purposes or to transfer or license them to third parties.
[3] Documents provided to the CUSTOMER must be returned upon request. Disclosure to third parties is only permitted with the express written consent of PROLICHT.
[4] The CUSTOMER is obliged to treat all (non-public) technical, economic and personal processes and circumstances of PROLICHT as business or trade secrets at all times.
[5] For the delivery or transfer of goods outside the EEA, the regulation in § 6 applies.

§ 13 CHOICE OF LAW, PLACE OF JURISDICTION

[1] Austrian law is expressly agreed with the exception of Austrian private international law and the provisions of the UN Convention on Contracts for the International Sale of Goods. However, PROLICHT is entitled to waive the application of Austrian law. In this case, it is agreed that the law of the country in which the CUSTOMER has its registered office shall apply.
[2] The place of performance for all contractual relationships is the registered office of PROLICHT in A-6091 Götzens.
[3] For CUSTOMERS domiciled within the EEA, the following agreement on jurisdiction applies: All disputes arising from or in connection with the contracts concluded between CUSTOMERS domiciled in the EEA and PROLICHT shall be decided exclusively by the court having subject-matter jurisdiction for A-6020 Innsbruck. However, PROLICHT is free to take legal action against the CUSTOMER at any other legal place of jurisdiction.
[4] For CUSTOMERS domiciled outside the EEA, the following arbitration clause shall apply: All disputes or claims arising out of or in connection with these GTC or contracts based on these GTC, including disputes concerning their validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the International Arbitral Centre of the Austrian Federal Economic Chamber (VIAC) by one or three arbitrators appointed in accordance with these Rules. The language of arbitration shall be German. The seat and place of arbitration shall be A-6020 Innsbruck.

§ 14 OTHER PROVISIONS

[1] Should individual provisions of the contract, including these GTC, 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 that comes as close as possible to the content and purpose of the wholly or partially invalid provision.
[2] Subsidiary agreements to these contractual terms and conditions must be made in writing to be legally effective. This also applies to the waiver, amendment or revocation of this written form requirement.
[3] Only the German version (to be found at https://www.prolicht.at/de/rechtliches/terms) of the GTC is binding. Other translated versions, in particular this English version, are for convenience only. In case of discrepancies between the German version and other translated versions, the German version prevails and will be the basis of a judge's evaluation.