

General Terms and Conditions (GTC)**Trio Licht GmbH**

Status: 2026

§1 Scope of Application

1. These General Terms and Conditions ("GTC") govern all business relations between ****Trio Licht GmbH**** (hereinafter referred to as the "Seller") and its customers. The version valid at the time of contract conclusion shall apply.

2. Customers may be:

Consumers within the meaning of the Austrian Consumer Protection Act, meaning individuals acting outside their business or professional activity, or Businesses, meaning natural or legal persons acting within the scope of their commercial or professional activity. Where necessary, separate provisions may apply to Consumers and Businesses. Otherwise, these provisions apply to all Customers.

3. Any differing, conflicting, or supplementary terms and conditions of the Customer shall not become part of the contract unless expressly accepted by the Seller in writing.

§2 Conclusion of Contract

1. All quotations provided by the Seller are non-binding and subject to confirmation.

2. A contract shall only be concluded once the Seller confirms the order in writing or delivers the goods or services after receiving the Customer's order. The Customer's order constitutes a binding offer. The Seller reserves the right to refuse orders, particularly following a credit assessment. For Consumers, the Seller may accept the order within one week. For Businesses, acceptance may occur within a reasonable time period. An acknowledgement of receipt does not constitute acceptance of the order.

3. Any specific instructions or requests by the Customer, including delivery dates or discounts, shall only be binding if explicitly confirmed in the order confirmation.

4. Catalogues, technical documents, drawings, measurements, weights and descriptions are prepared with care; however, the Seller reserves the right to correct any obvious errors.

5. Changes or additions to an order after contract conclusion require explicit confirmation by the Seller. The Seller reserves the right to claim compensation for any resulting costs.

6. If the Seller is not supplied correctly or on time by its own suppliers, the Seller reserves the right to withdraw from the contract in whole or in part. In such cases, the Customer will be informed without delay and any payments already made will be refunded proportionally.

§3 Retention of Title

1. All goods remain the property of the Seller until full payment of the purchase price, including any additional costs or interest, has been received.

2. During the retention of title period, the Customer must handle the goods with due care and carry out any necessary maintenance or inspections at their own expense. The Customer must immediately notify the Seller in case of seizure, damage, loss, or change of possession of the goods.

3. The Seller shall have the right to inspect goods subject to retention of title. In case of breach of contract, particularly payment delay, the Seller shall be entitled to withdraw from the contract and reclaim the goods.

4. Businesses may resell goods in the ordinary course of business. By concluding the contract, the Business assigns to the Seller all claims arising from resale. The Seller reserves the right to collect these receivables directly if the Business fails to meet payment obligations.

5. If goods are processed, combined, or mixed with other items, the Seller shall obtain co-ownership proportionate to the value of

the supplied goods.

6. If retention of title is not legally effective under foreign law, the Customer shall take all necessary steps to ensure equivalent security rights for the Seller.

§4 Prices and Terms of Payment

1. Prices stated in the order confirmation apply. Value Added Tax (VAT) will be charged in accordance with applicable legal requirements. Invoices may be transmitted electronically. If costs increase between order confirmation and delivery, the Seller reserves the right to adjust prices proportionally. Unless otherwise agreed, prices for Businesses are net ex works.

2. Payment terms are conditional. If circumstances arise that may reduce the Customer's creditworthiness, the Seller reserves the right to require advance payment or a bank guarantee.

3. Invoices must be paid within 14 days from the invoice date without deduction. In case of late payment, default interest shall apply at 5% above the base rate for Consumers and 8% above the base rate for Businesses. In case of culpable default by Businesses, interest shall be 9.2 percentage points above the base rate. The Customer shall reimburse any costs incurred for debt collection, including reminder fees and legal expenses.

4. Acceptance of payment by cheque or bill of exchange is at the Seller's discretion and shall only be considered completed once the funds are credited.

5. Consumers may offset claims only if the Seller is insolvent or if the counterclaim is legally related, recognised by the Seller, or confirmed by a court. Businesses may offset claims only if the counterclaim has been legally established or expressly acknowledged by the Seller.

6. All outstanding claims become immediately due if the Customer defaults on payment or if circumstances arise that reduce creditworthiness. The Seller may require advance payment for further deliveries or withdraw from the contract after granting a reasonable grace period.

7. If payment is linked to completion of installation or commissioning and delays occur for reasons attributable to the Customer, payment shall nevertheless be due no later than 6 weeks after notification of readiness for delivery.

8. For deliveries to third countries, the Seller reserves the right to subsequently invoice VAT if export documentation is not properly provided by the Customer.

9. Credit notes issued by the Seller remain valid for 36 months from the date of issue and are not transferable.

10. Invoice details must be checked carefully. If the Seller agrees to issue a corrected invoice, an administrative fee of 0.2% of the net invoice amount shall be charged, with a minimum of EUR 25 and a maximum of EUR 150.

11. The Customer is responsible for fulfilling all statutory reporting obligations, including tax obligations.

§5 Delivery and Transfer of Risk

1. The Seller reserves the right to make technical or legal modifications to product design or specifications where necessary.

2. Delivery dates are provided as estimates unless expressly confirmed in writing. Delivery periods commence upon order confirmation, provided all technical details have been clarified and all obligations of the Customer have been fulfilled.

3. Partial deliveries and partial invoicing are permitted.

4. If goods are not accepted promptly after notification of readiness for dispatch, the Seller may store them at the Customer's expense and risk after 14 days.

5. Unless otherwise agreed, the Seller's premises shall be the place of performance. Risk passes to the Customer once goods are ready for collection or handed over to the carrier.

6. Visible transport damage must be reported immediately to the carrier. Hidden damage must be reported within 7 days after delivery.

§6 Additional Delivery Conditions

1. If the Seller is responsible for delay, the Customer may claim compensation of 0.5% of the purchase price per week, up to a maximum of 5% of the net contract value.
2. Delivery deadlines may be extended if delays occur due to suppliers despite binding confirmations.
3. If the Customer fails to accept delivery for more than 4 weeks, the Seller may store goods and charge storage costs of 5%.
4. In cases of force majeure, including but not limited to armed conflict, government restrictions, supply shortages, strikes, pandemics, natural disasters, or cyber-attacks, the Seller may postpone delivery or withdraw from the contract without liability.
5. Product samples may be provided free of charge for up to 4 weeks at the Seller's discretion. Special products, light sources and wear parts are excluded. If goods are not returned on time or show signs of use or damage, they shall be deemed accepted.

§7 Services and Installation

1. Planning, installation, and related services shall generally be considered service contracts unless otherwise agreed.
2. Cost estimates may be subject to charge. If an order is placed based on such estimate, the amount paid will be credited.
3. ÖNORM B 2110 shall apply to service contracts where relevant.
4. The Seller reserves the right to adapt execution details due to technical or legal requirements.
5. Service timelines are approximate and subject to clarification of technical details and fulfilment of Customer obligations.
6. The Customer must ensure suitable conditions for installation, including electricity supply, access, storage space, lifting equipment, and necessary technical assistance.
7. Costs related to commissioning electrical installations shall be borne by the Customer.
8. The Seller may issue partial invoices for services already performed.
9. The place of performance for services shall generally be the project site unless otherwise agreed.

§8 Warranty

1. Warranty does not apply to defects resulting from improper installation not performed by the Seller, inadequate maintenance, improper handling, unauthorized modifications, natural wear and tear, excessive load, unsuitable operating conditions, or external influences beyond the Seller's control. Changes in LED colour characteristics over time are considered normal wear. Failure of individual LED points does not constitute a defect unless total luminous performance is significantly impaired.
2. Consumers may choose between repair or replacement. The warranty period for Consumers is 2 years from delivery or acceptance.
3. For Businesses, warranty applies only to defects occurring under normal operating conditions. Wear parts, minor surface defects, used goods and third-party modifications are excluded.
4. Businesses must inspect goods immediately and report visible defects within one week of delivery or acceptance of services. Hidden defects must be reported within one week after discovery.
5. Costs that would have arisen regardless of the defect shall be borne by the Customer.
6. Spare parts may differ slightly in technical characteristics due to technological developments.
7. Beyond statutory warranty, a voluntary manufacturer guarantee of up to 5 years from invoice date may apply in accordance with guarantee conditions.
8. Austrian Consumer Guarantee Act (VGG) provisions apply to contracts involving digital elements where required.

§9 Termination

1. If delivery or services are delayed due to gross fault of the Seller, the Customer may withdraw from the contract after granting a

reasonable grace period of at least 30 days.

2. Consumers may withdraw from distance selling contracts within 14 days without giving reasons, except for customised products.

3. Businesses and Consumers (where no statutory withdrawal right applies) may cancel orders within 45 days after delivery note date against a cancellation fee of 20% of the order value. Cancellation within an additional 45 days is possible subject to a cancellation fee of 40%. The minimum administrative fee is EUR 20.

4. The Seller may withdraw from the contract if performance becomes impossible or uneconomical, or if delays occur due to circumstances attributable to the Customer.

§10 Liability

1. The Seller shall be liable only for damages caused by intent or gross negligence, except in cases of personal injury.

2. Liability for slight negligence, indirect damages, loss of profit, financial losses, loss of data or claims from third parties is excluded.

3. If insurance coverage is available, the Customer must first claim compensation through the insurer.

§11 Intellectual Property Rights

1. If goods are produced according to Customer specifications that infringe third-party intellectual property rights, the Customer shall indemnify and hold the Seller harmless.

2. All catalogues, technical documents, drawings, designs and project materials remain the intellectual property of the Seller and may not be reproduced, distributed or published without permission.

§12 Data Protection

1. Customer data shall be processed in compliance with applicable data protection laws and solely for legitimate purposes, including contract fulfilment.

2. Customers have the right to access, rectification, erasure, restriction of processing, data portability and objection, as well as the right to lodge complaints with supervisory authorities.

§13 Final Provisions

1. Austrian law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

2. The competent court at the Seller's registered office shall have jurisdiction over disputes arising from contractual relationships, unless mandatory consumer protection provisions require otherwise.

3. If any provision of these GTC is or becomes invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced with a valid provision reflecting the original intent as closely as possible.
