

DRAFT

GENERAL TERMS AND CONDITIONS

These JG special lights GmbH, D-Steinmauern ("ANTARIS") General Terms and Conditions of Sale apply exclusively internationally with the exception of Germany, Austria and Switzerland. Contrasting General Terms of Trade of the Customer (e.g. Purchasing Conditions), or those which deviate from these General Terms and Conditions of Sale shall not apply unless ANTARIS has expressly consented to their applicability. These General Terms and Conditions of Sale shall apply even if ANTARIS makes deliveries to the Customer without reservation in knowledge of Terms and Conditions of the Customer that conflict with or differ from ANTARIS's General Terms and Conditions.

1. Subject matter of the agreement

1.1 ANTARIS shall sell to the Customer the items (hereinafter referred to as the "Products") named in the Purchasing Agreement (hereinafter referred to as the "Agreement").

1.2 Erection, installation, maintenance and repair of products are not included in the Purchase Agreement. Such services are based on specific contractual conditions.

1.3 The Customer shall receive the technical documentation provided by the manufacturer for the product (assembly or installation instructions, operating instructions and maintenance instructions)

1.4 Illustrations, drawings, technical descriptions, manufacturing and functional sketches and other documents provided as part of technical documentation are generally subject to continuous change. If they form part of a binding quote from ANTARIS or are part of the Agreement, they are binding for ANTARIS. Non-binding technical documentation shall be designated as non-binding by ANTARIS (e.g. roughly, similar to image, approx.). Catalogue specifications or details on websites are not binding and may not be up-to-date for the purposes of this agreement. ANTARIS reserves the right to make technical changes to catalogues, websites and technical documentation.

1.5 ANTARIS retains the title and copyright to illustrations, drawings, technical descriptions, manufacturing and functional sketches and other documents provided as part of technical documentation. The rights of third parties to these documents shall not be affected by this. This also applies to written documents designated as "confidential". The Customer requires the explicit written permission of ANTARIS before passing these documents on to a third party.

2. Warranty

2.1 Performance descriptions of the products sold are not warranties in accordance with Art. 443 of the German Civil Code (BGB).

2.2 If the Customer receives a WARRANTY DECLARATION, this only justifies the rights arising from this warranty declaration for the end customers.

2.3 If the product manufacturer or a third party from the delivery chain provides a warranty in addition to the legal rights, ANTARIS shall pass it on to the Customer. If this is the case, a warranty card will be included with the products, which the Customer must return to ANTARIS with a binding signature. The scope of any warranty provided is derived from the Agreement in conjunction with the warranty card of the manufacturer or the third party. In order to assert warranty claims, the Customer can contact the manufacturer or third party directly should faults/defects which are covered by the warranty arise, and must observe the manufacturer or third party's warranty conditions, in particular the integrity of the product, the notification method etc. In the abovementioned case, the Customer shall also inform ANTARIS of any claims asserted and keep them up to date on how the manufacturer or third party is handling the warranty.

2.4 ANTARIS shall accept the warranty conditions of the manufacturer or third party from the above section as long as the statutory limitation period for liability due to a material or legal defect does not begin until knowledge is obtained within the framework of the warranty conditions, and on the other hand this period is restricted via the inspection, rectification and replacement handling by the manufacturer or third party until the final completion of this work.

3. Quotes, conclusion of the agreement

3.1 Contract quotes by ANTARIS, in particular lists of services entitled "Quote", are subject to confirmation. If the Customer intends to enter into a contractual relationship with ANTARIS on this basis, a corresponding declaration of acceptance (e.g. purchase order, order placement) of this contract offered by the Customer must be received by ANTARIS (order confirmation) before a contract is concluded, unless a separate contract text is drawn up.

3.2 ANTARIS is entitled to accept a contract offered by the Customer (purchase order, order placement) within 7 days of receipt (arrival).

3.3 If the contract offered by the Customer is received electronically, an electronic confirmation of receipt shall not be considered a binding acceptance of the contract offered by the Customer.

4. Delivery

4.1 The delivery shall be made to the address of the Customer stated in the quote/contract. Overseas deliveries can be made pursuant to separate agreement on the transport costs.

4.2 When the products are passed on to the shipping company appointed by ANTARIS, the risk of accidental destruction or deterioration of the products is transferred to the Customer. Upon written request by the Customer, ANTARIS shall take out appropriate shipping insurance at the expense of the Customer.

4.3 Contracts are concluded on the basis that ANTARIS receives correct and timely deliveries from its suppliers. If ANTARIS is responsible for a failure to deliver, ANTARIS shall not recourse to this reservation. The Customer shall be informed immediately of the inability to deliver. Counter-performance shall be reimbursed immediately.

4.4 ANTARIS is entitled to make partial deliveries unless partial deliveries are unreasonable for the Customer. ANTARIS shall bear additional expenses accruing to the Customer due to such partial deliveries. If the Customer requests one or more partial deliveries, they shall bear the additional costs.

5. Delivery period, liability

5.1 There are no fixed delivery periods unless otherwise specified in the contract. The delivery period specified by ANTARIS shall not commence until all technical questions have been clarified.

5.2 Adherence to the delivery obligation also requires on-time and correct fulfillment of the obligations of the Customer. We reserve the right of objection that contracts have not been fulfilled.

5.3 If, in spite of exercising due care, ANTARIS is impeded in fulfilling their obligations by force majeure, in particular by unforeseeable, unusual circumstances (e.g. power supply problems, strikes, lock-outs or operational disruptions), the delivery period shall be extended accordingly. If delivery or performance becomes impossible in such cases, ANTARIS shall be released from their performance obligations.

5.4 Delivery delays: ANTARIS is liable in accordance with the statutory provisions, provided the underlying contract is a forward transaction pursuant to Art. 286 Sect. 2 No. 1 or 2 of the German Civil Code (BGB) or Art. 376 of the German Commercial Code (HGB) (firm trade sale). ANTARIS shall also be liable in accordance with the legal provisions if the customer is entitled to assert claims that their interest in further fulfillment of the contract is discontinued as a result of a delay in delivery for which ANTARIS is liable. Moreover, ANTARIS shall be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent contract infringement for which ANTARIS is liable; liability of representatives or vicarious agents shall be deemed tantamount to that of ANTARIS. If the delay in delivery is due to a grossly negligent infringement of the contract for which ANTARIS is liable, the liability for damages is restricted to foreseeable, typical damage.

ANTARIS shall also be liable in accordance with the legal provisions where the delay in delivery for which ANTARIS is liable is based on culpable violation of a major contractual obligation; however, if this is the case, the liability for damages is restricted to foreseeable and typical damage.

5.5 Furthermore, ANTARIS shall be liable for delays in delivery for every full week as part of a flat delay compensation of 3% of the value of the delivery, however, for no more than 15% of the value of the delivery.

5.6 Other legal claims and rights of the Customer are reserved.

6. Obligations of the customer

6.1 The Customer shall ensure that the product can be delivered properly to the agreed delivery destination at the prescribed delivery time.

6.2 The Customer must examine the products delivered immediately after delivery for completeness and obvious integrity (also with regard to the documentation). The Customer shall notify ANTARIS of any defects without delay, in written form where possible (duty of examination and notification of defects).

6.3 In the event of any notifications of defects by the Customer, they shall permit and grant ANTARIS and its personnel access to the corresponding devices/rooms or systems.

7. Remuneration, prices

7.1 The remuneration for the deliveries and performance by ANTARIS is based on the contract. The same applies accordingly for payment methods and due dates.

7.2 Discounts must be agreed expressly unless already granted on ANTARIS invoices.

7.3 If agreed in the contract, ANTARIS is entitled to demand payment of the entire total in advance.

7.4 Moreover, all ANTARIS invoices are due for payment and payable within 7 calendar days of their receipt.

7.5 If there are justified doubts regarding the solvency or creditworthiness of the Customer and the Customer is not prepared to pay in advance or to provide suitable collateral for the payment, in spite of a request to do so, ANTARIS is entitled to withdraw from the Agreement unless they have already provided performance.

7.6 Payments shall not be considered made until the amount is finally available on an ANTARIS account.

7.7 The statutory regulations concerning payment default shall apply.

8. Offset, retention

8.1 The Customer is only entitled to offset rights if their counter-claims are determined to be legally valid, undisputed or recognized.

8.2 The Customer shall be authorized to exercise their right of retention only insofar as their counterclaim is based on the same contractual relationship.

9. Retention of title

9.1 ANTARIS retains title to the purchased item (product sold and delivered) until all payments from the purchase agreement have been received.

9.2 Should the Customer act in breach of the Agreement, in particular by defaulting payment, ANTARIS is entitled to take the product back. If ANTARIS takes back the product, this action is not equivalent to withdrawal from the Agreement, unless ANTARIS declares so expressly in writing. Distraint of the object by ANTARIS shall always be equivalent to withdrawal from the Agreement. ANTARIS is entitled to recycle the product after it is taken back. The revenue from recycling shall be offset against the debts of the Customer – less appropriate recycling costs and costs accruing to ANTARIS for returning the product to a resalable condition.

9.3 In the event of distraints or other interventions by third parties, the Customer must inform ANTARIS immediately and in writing so that a case can be filed per Art. 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse ANTARIS for in-court and out-of-court costs according to Art. 771 of the German Code of Civil Procedure (ZPO), then the Customer is liable for ANTARIS's loss of revenues.

9.4 The Customer is entitled to sell the product in the ordinary course of business. However, per this agreement, they cedes to ANTARIS all claims, in the amount of the final invoice sum (including VAT) of the claim, that result from the resale to their customer or third party, regardless of whether the products were sold with or without processing. ANTARIS hereby accepts the assignment of claims. The Customer is entitled to collect these claims even after assignment. ANTARIS's entitlement to collect the debt themselves shall remain unaffected. However, ANTARIS undertakes not to collect the debt provided the Customer complies with their payment

obligations from the revenues earned, does not default on payments and in particular provided no application is filed to initiate settlement or insolvency proceedings and that payments are not terminated. However, if this is the case, ANTARIS can demand that the Customer shall inform ANTARIS of the assigned claims and their debtors, provide all information for the collection, hand over the respective documents and notify the debtors (third parties) of the assignment.

9.5 Processing or transformation of the product by the Customer shall always be carried out on behalf of ANTARIS. If the product is processed using other components not belonging to ANTARIS, then ANTARIS shall acquire co-ownership of the new object in the ratio of the value of the product (price of the goods including VAT) to the other processed objects at the time of processing. In addition, the same applies to the object created as a result of processing as for the product supplied subject to reservation of title.

9.6 If the product is combined inseparably with other components not belonging to ANTARIS, then ANTARIS shall acquire co-ownership of the new object in the ratio of the value of the purchased item (final invoice amount including VAT) to the other combined objects at the time of processing. If combination is carried out in such a way that the Customer's object is to be considered the main object, then it is considered agreed that the Customer shall transfer co-ownership to ANTARIS on a proportionate basis. The Customer shall store the sole property or joint property created in this way for ANTARIS.

9.7 The Customer also assigns ANTARIS their claims for securing ANTARIS's claims against them arising from the incorporation of the goods into a property belonging to a third party. ANTARIS hereby accepts the assignment of claims.

9.8 If requested by the Customer, ANTARIS shall release collateral to which ANTARIS is entitled to the extent that the realizable value of the collateral exceeds the securitized claims by more than 10 %; the selection of which securities to release is at the discretion of ANTARIS.

10. Defects, liability

10.1 Customer warranty claims are conditional upon the Customer properly fulfilling their duties of investigation and notification of defects per Art. 377 of the German Commercial Code (HGB), if the Customer is a registered trader.

10.2 If the product is defective in accordance with Arts. 434, 435 of the German Civil Code, ANTARIS is entitled to provide subsequent performance by rectifying the defect or delivering an item free of defects. If defects are remedied or replacement products are delivered, ANTARIS shall bear the costs of all measures necessary to rectify defects, in particular the costs of transport, travel, labour and material, in so far as these are not increased as a result of the purchased item being brought to a location other than the place of delivery.

10.3 If the subsequent performance is unsuccessful, the Customer can either withdraw from the agreement or demand a reduction of the purchase price.

10.4 ANTARIS shall accept liability according to the statutory provisions, where the Customer claims damages relating to intent or gross negligence, including intent or gross negligence of ANTARIS's representatives or vicarious agents. Provided ANTARIS is not accused of intentional breach of contract, our liability for compensation for damages is limited to foreseeable, typical damage.

10.5 ANTARIS shall be liable in accordance with the statutory provisions if ANTARIS culpably violates a fundamental contractual obligation. In such a case, however, the liability for damage compensation shall be limited to foreseeable and typical damages. Major contractual obligations refer to violated obligations which Customer believed would be fulfilled and were entitled to do so.

10.6 If the Customer is entitled to damages instead of performance, ANTARIS's liability is limited under Sect. 3 to compensation for foreseeable, typical damage.

10.7 Unless otherwise specified above, all other liability is excluded.

10.8 Claims for damages shall become time-barred after 12 months from the transfer of risk.

10.9 The statutory limitation period in the case of delivery recourse as defined in Articles 478, 479 of the German Civil Code (BGB) shall remain unaffected. The limitation period is five years calculated from handover of the defective goods.

10.10 If ANTARIS fraudulently failed to inform the Customer of a defect or guaranteed material properties under Art. 443 of the German Civil Code (BGB), the statutory provisions on liability for material and legal defects and their expiry shall not be affected. ANTARIS's liability for defective products in accordance with the regulations in the Product Liability Act is unaffected. Liability due to culpable harm to life, limb or health shall also remain unaffected.

11. Joint and several liability

11.1 Further liability for compensation other than that specified in No. 10 is excluded – regardless of the legal nature of the asserted claim. This especially applies to compensation claims arising from culpability at contract conclusion resulting from other breaches of obligation or resulting from claims for material damage according to Art. 823 of the German Civil Code (BGB).

11.2 The limitation of Section 1 shall also apply if the Customer requests compensation for useless expenditures instead of the fulfillment of their claim to compensation for damages.

11.3 Where ANTARIS's liability for compensation is excluded or limited, this shall also apply to the personal liability of ANTARIS's clerical and industrial staff, employees, representatives and vicarious agents.

12. Labels

12.1 The Customer must observe labels of the manufacturer(s) which are attached to the products. This applies in particular to brands.

12.2 The delivery of products with a label is not tantamount to consent by ANTARIS to use this label for any further products manufactured by the Customer using the original products. The same applies to labels on packaging or in the corresponding technical documentation or advertising material.

13. Technical consulting

13.1 Any application-specific advice from ANTARIS, whether oral, in writing or by attempts to provide advice outside a separate agreement (payable consultation contract) is provided to the best of ANTARIS's knowledge, but may only be considered non-binding information, also with regard to the industrial property rights of third parties, and does not exempt the Customer from checking the products delivered by ANTARIS for suitability for the intended processes and purposes.

13.2 The products are applied, used and processed beyond the sphere of control of ANTARIS, and are the sole responsibility of the Customer.

14. Consumer clause

14.1 Nos. 4 Sect. 2 (transfer of risk), 10 (defects, liability) and 11 (joint and several liability) do not apply for contracts between ANTARIS and a consumer (consumer agreement). In this regard, the statutory regulations on purchasing consumer goods apply.

14.2 Consumers are any individuals who conclude legal transactions for purposes which cannot be classified as part of their commercial or freelance professional activities.

15. Final provisions

15.1 The laws of the Federal Republic of Germany apply. Trade clauses must be drawn up in accordance with the relevant INCOTERMS.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.

15.2 The place of performance and court of jurisdiction for claims arising from the Agreement is Rastatt / Germany, if the Customer is a trader. However, if this is the case, ANTARIS is also entitled to file proceedings against the Customer at the court of their domicile.

15.3 Retrospective additions or amendments to contracts must be made in writing.

15.4 Should individual provisions of these Terms and Conditions be or become partially or fully invalid, the validity of the other provisions shall remain unaffected.

15.5 The legal consequences of (partial) invalidity shall be based on the statutory provisions.

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