

GENERAL TERMS AND CONDITIONS

January 15th, 2018

All goods sold, or offered for sale by TECHNILUM are subject to acceptance by the purchaser of these General Terms of Sale, and to his renunciation from his own General Terms of Purchase. The clauses stipulated on the purchaser's order forms or correspondence cannot derogate from these, unless our formal agreement is confirmed in our proposal or in our order confirmation.

1. GENERAL

The prices and information featured in the catalogs, leaflets and price-lists are for information only, TECHNILUM reserving the right to modify all layouts, shapes, dimensions or materials of its products featured in its documentation. Our offers are valid for two months. Our delivery is limited to the equipment indicated in the estimates. Our offers are revisable according to the price revision formulas published by the "Syndicat de l'Eclairage" (lighting professional body) (www.syndicat-eclairage.com). The sale contract, including the case of a prior estimate or offer, will only be valid after formal acceptance of the purchaser's order by TECHNILUM. The purchaser is bound by the figures and terms of our order confirmation.

In the absence of dispute by the purchaser, within 48 hours of our acknowledgement of receipt for said order, the terms and conditions of the order confirmation shall be reputed to be accepted. The dimensions of the unit's foundations are given for information only; these units must be determined by the purchaser, under his responsibility, taking into account all modifications made necessary by the local context. For additional supplies, the prices and new lead-times will be discussed as appropriate between TECHNILUM and the purchaser. The conditions for these additional supplies shall in no circumstances be prejudicial to those of the main order.

The display equipment must be returned within two months. Failing this, it will be invoiced as per the conditions of the main offer, in accordance with the law.

2. INTELLECTUAL PROPERTY

TECHNILUM retains the full intellectual property rights for its projects, studies, samples and documents of any type, which cannot be communicated or carried out without its written agreement. Their restitution shall be granted upon request. Technology and know-how, be it patented or not, as well as all industrial and intellectual property rights relating to products and services, remain the exclusive property of TECHNILUM. Only a nonexclusive right to use the products is granted to the purchaser.

3. ORDER CANCELLATION OR MODIFICATION

It is formally agreed between both parties that no order can be completely or partially cancelled after a period of 2 clear days following reception of our fax acknowledging order confirmation. When required, the expenses borne for order fulfillment will be invoiced to the purchaser. Any request for modification on a pending order will have to be the subject of a written request from the customer and will only be accepted by TECHNILUM according to the production stage of said order.

TECHNILUM will notify their decision to the customer, in writing, and this will be the subject of a change order.

4. DELIVERY LEAD TIME

TECHNILUM will automatically be released from all commitments relating to delivery lead times when:

- the payment terms are not complied with by the purchaser,
- in the event of force majeure, events against our will and impeding our normal operations at the stage of manufacturing or forwarding the products,

- in events such as lockouts, general or partial strikes impeding proper operation of the company or of a supplier, subcontractor, or carrier, transport interruptions, energy supply, raw materials or spare parts shortages, epidemics, wars, requisitions, fires, weather events, natural disasters, tool accidents, transport delays, or any other event resulting in short-time working.
- when the information required from the purchaser does not reach us in time, and in case of modifications or new specifications.

a. Delays

The delivery lead times are given for information, and are not guaranteed. Failure to deliver within the dates indicated on our order confirmation, or to deliver specific equipment, will not give right to compensation, damages or cancellation of the order, even partial. In the event of delay, the purchaser cannot outright cancel his order: it is imperative he first sends us formal notice.

b. Penalties

Penalties for late delivery are not accepted.

Nevertheless, in the event of specific contractual provisions, they cannot exceed an amount representing 5% of the value of the equipment still to be delivered. These penalties will only apply when TECHNILUM can be held responsible for the delay, provided proof is brought that said delay indeed caused a real prejudice. Application of these penalties requires formal notice from the purchaser on the date of scheduled delivery and indicating their intention to call for compensations. They are then considered inclusive and exonerating damages, and exclude all other compensations.

5. TRANSPORT

Our goods travel at the purchaser's own risks, he is responsible for checking all deliveries on arrival, to state all possible reserves and claim possible remedy from the carrier, including when terms of delivery are made in France. Our post paid consignments are understood unloaded by the recipient, as it is not possible for the driver to unload by himself. All additional transport expenses caused by the purchaser (in the event of wrong delivery address or absence of the recipient) will be automatically invoiced to him.

a. claims

Notwithstanding legal requirements, for them to be taken into account all complaints regarding the nature, the type, the characteristics, the delivery slips or the apparent quality of the products will have to be notified to the seller by registered letter with acknowledgement of receipt within 8 calendar days following delivery.

b. returns

Returns will only be accepted after our written agreement, and within eight days, in perfect condition and in original packaging, post paid to the address by us indicated. In the event of damage to the equipment, packaging expenses will be borne by the purchaser.

6. CONDITIONS AND TERMS OF PAYMENT

a. Terms

The contract determines the terms of payment. The invoice stipulates the date on which the payment must take place, as well as the penalty rates applicable from the day following the settlement date featured on the invoice.

Terms of payment are as follows :

- Before shipment for all first orders
- For all invoices not exceeding 1000 Euros before tax, payment is expected when invoice is received
- Draft, promissory note, or bank transfer, 45 days end of month (or 60 net days) as from the issuing date of the invoice, this in accordance with the economy modernization law (Loi de Modernisation de l'Economie, LME) n° 2008-776 dated August 4 2008.

Particular circumstances, or specific contracts, can result in different terms of payment, in particular requests for down payments, or payment before shipment in the event of our credit insurance refusing to cover the receivable amount. Failure to settle an installment automatically cancels the terms and, as a consequence, makes all outstanding amounts immediately claimable, inclusive of all future installments.

b. Delays

In accordance with the LME, all late settlements give immediate and full right to interest, as of the 1st day of delay, with no notice required, at a rate corresponding to the refinance rate of the European Central Bank (ECB) plus 10 points, this without prejudice to end the infringement. In the event these rules are not complied with, the law provides for civil and criminal penalties, as follows :

- Civil penalties : fines reaching 2 million Euros, and nullity of the contract
- Criminal penalties : fines reaching 15 000 Euros

The statutory auditors have the obligation to state in their annual reports, and report to the Finance Minister, all failures that could have come to their knowledge during their audits.

Moreover, in the event of delayed payments, TECHNILUM reserves the right to cancel ongoing orders and to deem as canceled all related contracts. In the event of a dispute or of partial fulfillment of the contract payment remains due for the part of the contract that is not disputed or is partially fulfilled.

Payment is reputed settled at the date on which the funds are made available by the customer to the beneficiary, or his subrogated representative. Services related to the supplied goods are payable cash, net price without discount.

For the shipment of goods which are to be imported within the DOM-TOM (French territories and departments overseas) tax agreement, settlement must take place within 45 days end of month (or 60 nets days) starting from the date the goods were received.

7. RESERVATION OF TITLE

TECHNILUM retains the ownership of all goods sold until effective payment of the entirety of the price in principal and accessories. However, risk is transferred to the purchaser as of delivery. In the event of total or partial nonpayment on due date, we reserve the right to require restitution of those goods.

8. WARRANTIES

The period during which the various performances of an item of equipment are guaranteed cannot be deemed as an indication on the average, maximum or effective service life of that equipment.

a. Defect opening right to warranty

TECHNILUM undertakes to remedy all failures of the equipment provided resulting from a material defect if it is established that the said material was installed according to the state of the art by qualified professionals having complied with all equipment specific instructions provided by the seller, with regard to both startup and maintenance.

This Code of Practice is specifically stated in the "Recommendations relating to the lighting of public highways" published by the French Lighting Association, as well as document "Maintenance of external lighting" published and distributed by the lighting professional organization. The warranty does not apply in the event of faults resulting either from equipment provided or imposed by the customer, or from a design imposed by him.

The duration and benefits of the warranty can only be accepted if the purchaser can prove that the conditions defined by TECHNILUM for storage, operation and maintenance were complied with.

The seller does not provide any warranty for equipment associated to other components in an assembly without his agreement.

Repairs and replacement parts provided in compliance with the initial warranty carry the same warranty under the same terms and conditions as the original equipment for a new period of time equivalent to that initially determined. The warranty of other parts and elements of the initial delivery is only prolonged when necessary for a period corresponding to the immobilization due to the replacement or repair.

b. Starting point and warranty period

The warranty period begins on the date of delivery stated on the delivery slip accepted and signed by the purchaser or his representative. If, following request from the purchaser, the shipment of already fully manufactured equipment is postponed for a reason not related to TECHNILUM, prolongation of the warranty period cannot exceed 3 months beyond the initial delivery date. The warranty period against faulty manufacture, as well as the paint warranty both last 1 year. The paint warranty only relates to the adherence risks, as defined by standard NFEN ISO 24-09 "Paint and varnish. Squaring Tests".

c. Purchaser Obligations

In order to call upon the benefits of the warranty, the purchaser must, in writing and without delay, inform the seller of the faults he has found on the equipment and provide all proof and justifications of these; he must give TECHNILUM every opportunity to proceed with confirmation of these faults and to remedy them; he must, unless agreed in writing by TECHNILUM, refrain from having repairs carried out, by himself or a third party. Any failure to comply with these provisions would lead to the cancellation of the warranty, except in the event of force majeure jeopardizing the safety of personnel.

d. Warranty procedures

Once advised, TECHNILUM shall remedy or have remedied the fault observed with all due diligence and at his expense, with the sole aim of satisfying his obligations, and reserves the possibility of modifying the equipment to obtain the initially planned performance levels. In the event of on site repair, TECHNILUM shall assume responsibility for the costs of labor and travel resulting from the intervention, with the exclusion of expenses due to the consequences relating to the defect observed. Replaced parts shall be made available to TECHNILUM and will again become its property.

e. Damages

Our responsibility is strictly limited to the obligations defined above and it is expressly agreed that TECHNILUM will not be required to make any compensation other than material or immaterial consecutive or non-consecutive damages.

f. Special warranties

Within the scope of a precise operation, these are added on to the general conditions and must be covered by a written contract between TECHNILUM and the purchaser. They can in no event be imposed unilaterally by the purchaser.

They shall only be acceptable to TECHNILUM when accompanied by a technical definition of the risks guaranteed and the specific conditions in which the equipment to be guaranteed is called on to be used, operate, be serviced and maintained in good condition. The document "Extension of warranties in outdoor lighting" is available on the Internet site of the lighting professional organization (www.syndicat-eclairage.com) under the heading Declaration/Commitment/ Statements.

Specific and mandatory provisions for sales to consumers and non-professionals.

In addition to the legal guarantees provided by articles 1604 and next of the Civil Code relating to the issue of a compliant good and article 1641 of the same code relating to latent defects, the consumer enjoys specific protection.

The guarantee of conformity related to the code of consumption.

The seller must deliver a good, that is to say, fit for the use usually expected of a similar good, or has the characteristics defined by mutual agreement by the parties or is suitable for any special purpose expected by the buyer, made known to the seller and accepted by the seller (Article L 217-5 of the Consumer Code). The seller also responds to any lack of conformity resulting from the packaging, installation instructions or the installation when it was charged to him by the contract or was carried out under his responsibility (Article L 217-4 of the code of consumption). The action resulting from the lack of conformity is prescribed by two years from the delivery of the good (article L 217-12 of the code of consumption).

9. Guarantees on Technilum's LEDs luminaires and modules

a. TECHNILUM's responsibility

The TECHNILUM LEDs luminaires* and lighting modules are guaranteed for a period of 10 years. TECHNILUM reserves the right to test out the dysfunctional material to verify if a replacement or reparation is necessary. Without prejudice of all others exemptions or limitations which are made known to the buyer by TECHNILUM's website, the responsibility of TECHNILUM may not, under any circumstances, be engaged if:

- The mean nominal failure rate is less than 0,2% for 1000 hours of operation
- Luminous flux drop below 0,2% for 1000 hours of operation
- The luminous module works more than 4000 hours during a 12 months period – if less than ten (10) % or three (3) LEDs don't work.

That to say L80B10 at 10 years in line with the conditions mentioned here above.

* With the exception of TEMPRANILLO 96W – L80B20 at 10 years.

b. Surge protection and lightning protection

LEDs are sensitive, as every electronic device, at transient overvoltage and atmospheric. Luminaires are delivered standard with a superior protection regarding to the requirements of norm EN61643-11. In every cases, to income support benefits LEDs Technilum, it will be necessary to protect luminaires in alignment with the lightning density between different geographical areas. Electrical system must be complying with norms and rules, in particular the control cabinet will also have to be equipped by an additional protection told coordinated (such as in the guide UTE C15-443).

c. Installation

TECHNILUM doesn't proceed to the products installation and the buyer is obliged to rely on a special installer and who must strictly comply at rules of the art and manufacturer's specifications. Accordingly, TECHNILUM has no obligation of advice or information about products installations, which the responsibility belong to the only one installer. In no way the advices or information given by Technilum throughout the sale of products to the buyer won't be consider as an advice or information for installations of product.

d. Guarantee disclaimer

Without prejudice of all others exclusions or limitations aims in general conditions of sales or brought to the attention of the buyer the responsibility of TECHNILUM's website, are excluded of the present guarantee:

- Luminaires, Lighting fittings and Electronic components that Technilum sells such as goods associated with management system or lighting supervision, are complying with manufacturer's (suppliers) warranties conditions.
- The degradations caused by abnormal terms of use and maintenance
- Incidental incidents or due to force majeure
- Any injury or defects which affects LEDs and resulting of breach of luminaires protection rules against surges and lightning in compliance with the instruction noted above.
- Components or products subject to wear including lamps and batteries in compliance with manufacturer's warranties.
- Related costs caused in order to remedy at every failure at warranty

obligation (including but not limited installation costs and disassembly of the product, transportation costs or working force caused by the replacement of the defective part and/or of the new product, the elimination, the mileage, the travel time, hoisting devices, scaffolds), apart from the hypotheses where TECHNILUM responsibility will be committed.

e. After sales service

If, following the verification, as it turns out that the claim is covered by terms of guarantee, TECHNILUM will decide by its sole option:

- Either to provide a replacement product or the spare part of the product
- Or either repay the product or the spare part in this way guaranteed.

The product or replacement spare part will also can differ from the initial product when it will be justified. The product or the spare part replaced will be guaranteed for the remaining duration of its guarantee.

10. RESPONSIBILITY

a. responsibility for direct material damage

TECHNILUM is responsible for repairing direct material damages caused to the purchaser that may result from faults that may be directly attributed to him in the performance of the contract. As a result, TECHNILUM is not required to repair either the harmful consequences of faults of the purchaser or third parties relating to performance of the contract, or damages resulting from the use of technical documents, data or any other means provided or whose use is imposed by the purchaser and including errors not detected by TECHNILUM.

b. Responsibility for indirect and/or immaterial damages

In all circumstances, TECHNILUM shall be required to compensate for immaterial and/or indirect damages as in particular with operating losses, lost profits, market injury, etc. TECHNILUM's responsibility is strictly limited to the obligations expressly stipulated in the contract. All penalties and compensation that are provided for are considered to be fixed price compensation, discharging in their effect and exclusive of any other sanction or compensation.

c. General provisions

With the exclusion of gross negligence by TECHNILUM and compensation for bodily harm, our responsibility is limited, in all instances, to a sum that, in the absence of a differing stipulation in the contract, is limited to the amounts cashed in by virtue of the supply or the service provision on the date of the claim.

The purchaser vouchsafes that he renounces any recourse to his insurers or third parties with whom he has a contractual relation against TECHNILUM or its insurers beyond the limits and for the exclusions set above.

11. SPECIAL CONTRACTS

a. custom work

When it comes to custom work, Technilum exclusively guarantees performance in accordance with the sizes, tolerances and specifications stated to it.

When the responsibility of providing the material is Technilum's, the latter shall be required, in the event of nonconforming or defective parts, in so far as their number exceeds tolerances, only to replace the said parts free of charge, without being required to pay compensation.

When the material or parts are provided by the customer, Technilum, in the event of non-conformance not resulting from a vice specific to the said parts and relating to a number of parts exceeding tolerances, shall be required according to the customer's choice either to make out a credit corresponding to the custom price of the scrapped parts, or to again perform the work using the material or parts needed as made available to him by the customer.

Unless the contract so provides explicitly, Technilum will only answer for the loss or damage to material or parts entrusted to him where a serious failing with respect to the rules for prudence and diligence normally required for a work of this type is observed.

b. repairs

Except express agreement otherwise, repair operations shall not lead to any warranty other than that for the correct performance of the said operations

12. Backup clause

In the event of an unforeseeable economic or commercial event occurring after the conclusion of this contract and makes its execution detrimental to one of the parties, the two parties shall meet in order to examine the situation and attempt to restore a balanced situation. In the event of agreement between the parties, an amendment will specify the new terms of execution of the contract. In case of disagreement and within 1 month from the first meeting of the parties, they will submit to the mediation procedure provided in the Article 12 of these General Terms of Purchase. In case of failure of the mediation, the parties will agree on the termination of the contract. During the time of the negotiation, the execution of the contract will be suspended, unless otherwise agreed by the parties.

13. Mediation clause

Any dispute relating to the contract may, at any time, be submitted to this mediation procedure. For this purpose, the most diligent party shall inform the other party by registered letter with acknowledgment of receipt, and shall propose the name of one or more mediators in order to appoint within 15 days of a single mediator accepted by both parties. At the launch of the mediation procedure, the parties agree with the mediator of a mediation agreement governing the mediation procedure. The parties already agree that:

- - The duration of the mediation can not exceed two months from the referral of the mediator, unless agreed by the parties.
- - All exchanges and documents made between the parties within the framework of the mediation, are confidentials, except mutual agreement of the parties.

If the parties reach an agreement within the time allowed, the agreement will be notified and registered into a settlement agreement signed by each of them and the mediator and enforceable. If the parties can not agree on the mediator or after the mediation, the mediation will have failed and the most diligent party will be able to refer the matter to the competent court in accordance with the Article 13 of the Technilum General Terms of Purchase.

14. CONTESTATION & ASSIGNMENT OF COMPETENCE

Failing an amicable agreement, it is expressly agreed that any dispute relating to the contract shall be under the exclusive competence of the Commercial Court of Béziers, France, even in the event of introduction of third parties or multiple joint defenders.

15. Applicable law

Applicable law is French law.