

Sales Conditions

1. General

- The following terms and conditions shall control as to any Order ("Order") for Coemar Lighting srl ("Coemar") products ("Products") accepted by Coemar, notwithstanding any terms and conditions that may be contained in any purchase Order or other document of the customer ("Customer"), and Coemar's acceptance of any Order is expressly made conditional on Customer's assent to the following terms and conditions and those on the face hereof (the "Agreement").
- With respect to questions not covered by these conditions, the general rules on contracts (art. 1321 and following of the Italian Civil Code) and the particular rules on contracts of sale (art. 1470 and following of the Italian Civil Code) shall be applicable.
- Following Italian Law 2.6.1996 no. 52, the Customer declares that the Products are purchased exclusively for purposes related to his professional activity.
- The modalities of supply of the Products (EXW) shall be interpreted following the corresponding international regulations on trade terms (Incoterm 2010) published by the International Chamber of Commerce
- Any prospective sale, including the preceding negotiations, shall be subject to the Italian law.
- The Court of Mantua shall have exclusive jurisdiction in any controversy arising between the parties, with particular regard to the contract negotiations and to the stipulation, execution, interpretation or termination of all the contracts finalized and the warranty terms thereof.

2. Conditions Precedent

- The obligations of Coemar in this Agreement are subject to the express condition precedent that Customer shall fully perform its obligations under this Agreement, subject to any waiver by Coemar which shall be at its sole discretion.

3. Prices and taxation

- The price and the characteristics of the products contained in catalogues, brochures, advertising material are subject to change without notice at any time.
- All offers shall be understood to be not binding; the economic conditions applicable to the contract shall be those resulting from the price lists of Coemar in force at the time when the contract on the supply of the Products to the Customer is stipulated.
- The prices applied may be subject to changes until Coemar has issued the Order confirmation. Price changes may occur as a consequence of changes in the exchange rate, in the raw material costs, as well as in the taxes applicable to the contract. Price protection will be given on Orders entered for immediate shipment and for project Orders entered before the effective date of a price increase. All other Orders will be billed at the current price at time of shipment. Quotations are valid for forty five (45) days. Orders are effective only when accepted and acknowledged by Coemar.
- The final price, not including taxes, is the price resulting from the Order confirmation issued by Coemar and is to be considered ex works (EXW).
- The prices contained in the offers and price lists of Coemar do not include VAT, freight costs and ancillary costs. It is agreed that any other costs or charges related to the Products offered, and not explicitly mentioned in the offer or price list of Coemar shall be for the account of the Customer.

4. Orders and Demo Products

- Orders must be in writing and to be signed by a person authorized to bind the Customer. For the avoidance of doubt, it is agreed that the right to sign binding commitments on behalf of the Customer is presumed to be existent in favour of Coemar.
- Every telephone Order shall be confirmed in writing, otherwise the Order shall be considered as not received.
- For the avoidance of doubt, Coemar reserves the right to demand, upon receipt of an Order from the Customer, the payment in advance of a part or the whole of the contract sum.

- It is agreed that Orders shall be considered an irrevocable contract proposal for a period of 90 days. If Coemar does not issue any Order confirmation within this deadline, the Customer will be entitled to revoke his Order in writing.
- Order confirmations shall have to be made in writing and shall be issued directly from Coemar.
- Any changes in engineering drawings, specifications, or in other terms of manufacture, assembly or shipment, requested by Customer, must be in writing and approved by Coemar. If any such change by Customer causes an increase in the cost of, or in the time required for performance of, any part of the contract, then Coemar shall make a reasonable adjustment to the price of the Order. Products Ordered which differ in any way from Coemar's standard catalogue items will require drawings approved in writing by the Customer. When drawings are approved, they shall take precedence over all other written or verbal instructions.
- If the Order refers to accessories or consumables, Coemar reserves the right to supply them in packings.
- If Customer cancels all or any portion of the Order prior to shipment, Customer shall be liable to Coemar for a cancellation charge equal to Coemar's actual costs incurred in connection with that portion of the Order that is cancelled, including, without limitation, labour and materials.

5. Delivery and Risk of Loss

- Coemar will attempt to ship the Order for delivery on or about the times requested by the Customer. Coemar will attempt to follow Customer's written instructions as to mode and routing of shipments. In absence of such instructions, Coemar shall have absolute discretion as to mode and routing of shipments, including express or parcel post for small shipments. Coemar will prepay and bill freight on shipments unless specifically quoted otherwise or upon written instruction from the Customer.
- Where the Customer has requested expedited freight, the Customer will be responsible for the incurred additional charges.
- Orders are shipped at the Customer's risk and our obligation to deliver Orders is discharged upon the Order's delivery in good condition to the carrier. Shipments are EXW (Incoterms 1990) Coemar's factory or warehouse.
- Unless specifically prohibited, partial shipments will be made. Local taxes, duties and other charges are the responsibility of the Customer.
- If for any reason Customer is unable or unwilling to take delivery of the Order, Coemar may, at its sole discretion, store the Order and any and all costs associated with such storage, including taxes or insurance, shall be immediately paid by Customer. Unless otherwise specifically noted and where shipping terms dictate that Customer take delivery at Coemar's facilities, Customer is solely responsible for determining any export licensing requirements, to obtain any necessary licenses or official authorizations, and to handle any customs formalities for export of the Order.
- Claims for shortage or damaged Products must be made within ten (10) days of receipt by the Customer. The Order will be carefully packed and delivered in good condition to the carrier.
- All claims for loss or damage in transit must be made by the consignee directly to the carrier, excluding any liability of Coemar. Coemar will render every aid and assistance in the presentation and enforcement of such claims without waiver of our rights to have compliance with the terms of payment of our invoices.

6. Payment

- Deliveries are completed based on an advanced payment basis only following the issuance of the invoice unless otherwise stated on the sales acknowledgment or invoice.
- Payment shall have to be completed in any case, including delays in reception of the Products, defects or total or partial losses occurred in transit. All payments are applied to the oldest outstanding invoice.
- It is explicitly agreed that any complaints raised by the Customer or any controversies whatsoever arising between the parties do not entitle the Customer to suspend or delay the payment. In case of delay in payment the Customer shall pay an interest on arrears equal to the official discount rate in Italy in accordance to the current legal provisions (DLGS 192/2012 and DL 51/2015), increased by 5%.
- In case of delay in payment, Coemar reserves the right, without any obligation to previously declare the Customer in arrears: to suspend or cancel any further deliveries scheduled (being in addition entitled to claim damages); to demand immediate payment of the amounts due for whatever reason, ahead of their maturity date. Coemar will have the option of withholding performance under any and all Orders from the Customer if an invoice remains unpaid when due.

7. Retention of title

- Coemar keeps the property of the Products sold until complete payment has been received. Thus the Customer is obliged:
 - a) to make good use of them in accordance to the diligence of the good father of the family;
 - b) not to transfer their property or the right to use them to any third parties, unless explicitly authorized in writing by Coemar;
 - c) not to move them from the Customer's location, unless explicitly authorized in writing by Coemar;
- In case of breach of the above, or in case of missing payment of an amount higher than 1/8th of the total price, Coemar will have the right to keep the amounts already paid as a compensation for the damage arising from the use and the depreciation of the Products. For the avoidance of doubt, this shall not exclude the additional right of the Customer to take legal action at his discretion against the Customer.
- In case of execution the Customer is obliged to point out its title of simple bailer of the Products to the corresponding Authority, and to inform the Customer within 24 hours by registered letter, a copy of which shall be forwarded in advance by fax.
- If the Customer processes and/or assembles Products supplied by Coemar, Coemar shall keep the property of these Products. Therefore Coemar will acquire the joint ownership of the final product, with reference to the part of the value of the Products supplied for which payment is still due.

8. Quality and characteristics of the products – Warranty

- Coemar warrants to Customer that during the warranty period defined below, Coemar will repair or replace its Products that are defective in materials or workmanship which cause the Product to fail to operate in accordance with Coemar's published specifications for the Product in effect as of the date of shipment, subject to the terms of this limited warranty. The warranty period of box Products shall begin on the date of shipment ("Warranty Start Date"). Coemar warrants its products for 36 months from the date of shipment (except for the ReLite series which will have a 24 months warranty).
- Coemar guarantees that its products comply with the technical characteristics declared.
- Coemar's obligations under the Warranty are limited to repairing or replacing any of the Products which shall, within the applicable Warranty period, fail due to fault manufacture, design, or workmanship. Customer acknowledges and agrees that the provisions of the Warranty are the sole and exclusive remedy available to the Customer for any defective Products.
- Any complaints or controversies arising with respect to a single supply of Products shall not entitle the Customer to refuse collection of other Products to be supplied as per Order accepted by Coemar.
- If Coemar shall fail to repair or replace defective Products within a reasonable time after they are returned to Coemar, or if Coemar shall wrongfully fail to make delivery or shall wrongfully repudiate this contract, then Customer shall be entitled to recover from Coemar such part of the purchase price as has been paid by Customer to Coemar. The remedy stated in the preceding sentence shall be Customer's exclusive remedy for any breach, non-delivery, or repudiation by Coemar or for any other liability of Coemar to Customer. This exclusive remedy shall not be deemed to have failed its essential purpose as long as Coemar is willing and able to repair or replace defective Products in the prescribed manner. In any case, Coemar will only be obliged to honour the warranty upon receipt of full payment of the order. Furthermore, it is agreed that no complaints shall be notified, or any corresponding legal action shall be taken, if regular payment of the Products concerned has not been received.
- Warranty Exclusions. This Warranty does not impose any liability or duty upon Coemar for: (i) any Product or part of a Product damaged by or subject to accident, negligence, alteration, abuse or misuse by Customer, or any accessories or parts not supplied by Coemar; (ii) any damage caused by the unauthorized adjustment, repair or service of the Products by anyone other than Coemar or its authorized repair agents; (iii) any damage, to any Product, or part of a Product caused by or due to an act of God, any catastrophe resulting from earthquake, fire, flood, explosion, inability to obtain materials or utilities, or any other cause beyond the reasonable control of Coemar. This warranty also does not cover "consumable" parts such as fuses, lamps, colour media or components which may be warranted directly to the Customer by the original manufacturer. This Warranty does not extend to items not manufactured by Coemar. Freight terms on warranty repairs are EXW Coemar factory or designated repair facility. Collect shipments or freight allowances will not be accepted.
- Coemar's sole responsibility under this Warranty shall be to repair or replace at Coemar's option such Products or parts of Products as shall be determined to be defective on Coemar's inspection. Coemar, at its option, may perform on-site warranty repairs. Such repairs may be performed with re-worked or refurbished parts. Coemar will not assume any responsibility for any labour expended or materials used to repair any Products without

Coemar's prior written authorization. COEMAR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, GENERAL OR CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, TIME, PROFITS OR INCOME, OR ANY OTHER DAMAGES.

- The Customer's obligations during the warranty period under this Warranty are to notify Coemar within 10 days after receiving the Products of any suspected defect and to return the Products prepaid to Coemar at Coemar's factory or at an Authorized Service Centre. The 10 days notice period does not apply to claims for shortage or damaged Products.
- This written Warranty is intended as a complete and exclusive statement of the terms thereof. Prior dealings or trade usage shall not be relevant to modify, explain or vary this Warranty. Acceptance of, or acquiescing in, a course of performance under this Warranty shall not modify the meaning of this Warranty even though either party has knowledge of the performance and a chance to object.
- Any substitutions and/or reparations, including those carried on in the warranty time, shall have to be made at Coemar's factory or at an Authorized Service Centre. Shipment and collection of the products concerned shall be at the Customer's expense, and shall be paid upon receipt of the Products.
- The products substituted will become property of the Coemar. The warranty referred to in this agreement is not applicable in case of damages caused by any third parties, defective montage, misuse and in all circumstances not resulting from original and/or manufacturing faults.
- Extended Warranty: the Parties hereto can agree to extend the warranty ("Extended Warranty") by signing an express agreement attached to the supply documents by which Coemar undertakes to cover the Products forming the subject-matter of the offer with an additional 12- or 24- months warranty in addition to the standard warranty period of 36 months.
- The Extended Warranty covers manufacturing and operating defects of the product and, if purchased together with the product forming the subject-matter of the contract, the original accessories thereof supplied by Coemar.
- The Extended Warranty expressly does not cover malfunctions due to incorrect installation, cabling, programming or uses other than the intended uses specified in the product technical sheets.
- In case of Extended Warranty, the Customer will pay an all-inclusive fee for the selected extension that will be specified in the quotation with the wording "fee for extended warranty service".
- THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, EXCEPT AS PROVIDED HEREIN, COEMAR UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCT OR THAT THE PRODUCT WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH CUSTOMER MAY BE BUYING THE PRODUCT. ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO ORAL OR WRITTEN INFORMATION, OR ADVICE GIVEN BY COEMAR, IT'S AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

9. Non Warranty Returns and Demo Products

- For demoing purposes, Coemar may agree to ship demo Products to the Customer for his evaluation. The demo Products have to be returned within 15 days unless otherwise stated within the Order confirmation. Demo Products must be in original cartons and in saleable condition, subject to Coemar's quality control and test inspection. Damages Demo Products will not be accepted and charged to the Customer according to their current price list. Coemar is entitled to bill any Demo Products not returned within the agreed return date.
- Products returned without Coemar's written permission will not be accepted. Products returned for credit must be in accordance with this Agreement. Products must be unused, in original cartons and in saleable condition, subject to Coemar's quality control and test inspection. Restocking charges of €30 or 25% of invoice (whichever is greater) plus any repacking or reconditioning costs will be deducted from the credit. Returns for warranty work will be in accordance with Coemar's established warranty procedures. In no case will permission be granted to return specially-modified or custom Products, or merchandise invoiced more than six (6) months prior to date of Customer's return request.

10. Use of Image

- The Customer agrees and consents to allow Coemar to make reference to and/or use: (i) the installed Coemar Products, (ii) the location of the installed Products, (iii) Customer's respective logo(s), trademark(s) or any other graphical representation of Customer's use of the Coemar Products, and/or (iv) photographs of the installed Coemar Products in any material of any kind used or produced by or at the direction of Coemar, without the prior written consent of Customer; provided, however, that Coemar may not, without prior written consent, do any of the foregoing in a manner that implies endorsement by Customer.

11. Trade mark

- The Customer agrees that Coemar is the owner of the Trade Marks Coemar, LEDko and that these Trademarks are exclusive industrial property of Coemar. Therefore the Customer will not have the right to register and/or use for itself or for any third parties any names similar or identical to the Trademarks, without the prior written consent of Coemar.

12. Force majeure

- Unless otherwise specified in this agreement, any circumstances beyond the control of the parties that may arise after stipulation of the contract and make it reasonably impossible to perform its obligations will be considered a clause of termination. It is agreed that the circumstances to be considered applicable to this clause shall be those not resulting from a fault of the party wishing to terminate the contract for the purpose of this clause.
- The party whose performance of its obligations is delayed or prevented by these circumstances shall forthwith notify the counterpart in writing of the arising and cessation of these circumstances.

13. Confidentially

- The Customer commits itself not to use directly, indirectly or through any third persons or companies, and not to disclose to any third parties, during their business relation and after its cessation, whatever the reason of it may have been, any information on Coemar that may come into its knowledge. It is agreed that any information on Coemar shall be automatically deemed to be secret.
- It will not be permitted to disclose, if not for the specific purposes they have been generated for, any technical drawings, drafts, samples, offers and documents received from Coemar by the Customer. These documents shall be considered to be confidential.

14. General clauses

- Invalidity of one or more clauses of this agreement does not imply invalidity of the remaining clauses or of the agreement as a whole.
- Should Coemar tolerate behaviors of the Customer not complying with laws or with this agreement, this will not automatically imply acceptance of the same and will not give right to terminate the contract for mutual disagreement. For the avoidance of doubt, Coemar will have anyway the right to proceed at any time to protect its prejudiced rights or interests.
- It is agreed that the single contracts of sale may not be ceded, partially or as a whole, without prior written agreement.
- Any modifications to the clauses of this agreement will become effective only upon written agreement between the parties. It is agreed that any departures, however repeated in time, of the single contracts of sale from the rules of this agreement will never imply a silent cancellation or modification of the present conditions.
- These Conditions of Sale are accepted and applicable to both existing contracts of sale, and to those that will be stipulated between the parts.
- The Customer accepts, by sending his Order proposal, the present General Conditions of Sale.