GENERAL TERMS AND CONDITIONS OF SALE OF SLV GMBH

Stand: Juli 2025

1. Subject matter of the contract and scope of application

(1) The legal relationship between us and the dealer is governed exclusively by these Terms and Conditions of Sale and, where applicable, by any framework agreement concluded between SLV and the dealer, which shall take precedence over this agreement in the event of a conflict. Dealers are contractual partners who sell the products purchased from us to third parties (end customers or other dealers), regardless of the distribution channel.

(2) Our terms and conditions of sale apply to all product sales.

(3) Any conflicting, deviating or supplementary general terms and conditions of the dealer shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in all cases, for example even if we carry out the delivery to the dealer without reservation in full knowledge of the dealer's general terms and conditions. Any conflicting prohibition of assignment is hereby expressly rejected.

(4) These terms and conditions of sale apply exclusively to purchase contracts with entrepreneurs in accordance with Section 14 of the German Civil Code (BGB) as well as persons under public law and special funds under public law who are acting in their commercial or independent professional capacity and not for private purposes. In order to ensure that our dealers use the site in this sense, we verify their entrepreneurial status during the registration/order processing stage. The contract is concluded subject to the condition precedent that this check is positive.

(5) SLV is entitled to assign claims arising from any business relationship.

2. Conclusion of contract

(1) Retailers can initiate the ordering process by selecting the product on our product page and clicking the "Add to Cart" button. The selected product is then temporarily stored in the shopping cart. If the retailer clicks the "Shopping Cart" button in the upper right corner, which displays the number of stored products in a circle, they will be redirected to a page where they can log in – if they are already registered with us as a specialist retailer – or register. Registration is completed either by clicking the "Become a Retailer" button and subsequently entering the requested data, or by entering their existing SLV customer number and registered email address and clicking the "Submit" button, if the retailer is already listed as a specialist retailer with SLV. If the retailer is already registered, they log in using their stored data (customer number and password) and then click the "Login" button. After logging in, the retailer's shopping cart will be displayed. The desired order quantity for each item can be adjusted and updated by clicking "1 item" or "Remove". Additional products can be added to the shopping cart via quick entry, the item number, and a click on the "Add" button. Alternatively, the same step can be repeated by clicking the "Products" or "Continue

Shopping" button. Clicking the "Checkout" button proceeds to the next page, where the order details are displayed. There, the shipping method, payment method, and any other order options can be selected, the billing and shipping addresses can be reviewed, and a shipping address that differs from the billing address can be specified if necessary. By clicking the "Buy Now" button, the merchant makes a binding offer to purchase the selected products in the displayed quantity (contract offer). Prior to this, the merchant acknowledges and accepts our linked Terms and Conditions and Privacy Policy by checking the corresponding box. Confirmation of receipt of the merchant's order is sent immediately after submission via automated email. We are entitled to accept the contractual offer contained in the order within 2 days of its receipt (acceptance of the contract). Acceptance can be declared either in writing, by honoring a given direct debit, or by delivering the goods.

(2) We reserve the right to make technical changes as well as changes in the form, color, and/or weight of the product until the conclusion of the contract. Product descriptions, information in offer documents, or operating instructions do not constitute a warranty of quality or durability unless expressly stated otherwise.

(3) The languages available for concluding and executing the contract are German and English. The contract text is stored by us and is accessible to the dealer in its current version at https://www.slv.com/en/general-terms-and-conditions and as a download at https://www.slv.com/en/service/downloads.

(4) SLV has not subjected itself to any special codes of conduct.

2. Retention of title

(1) The retention of title agreed below serves to secure all current and future claims of SLV against the dealer arising from the supply relationship between the parties for luminaires, light sources and related accessories (including balance claims from a current account relationship limited to this supply relationship).

(2) We retain title to the goods until full payment of all secured claims. In the event of a breach of contract by the seller, in particular in the event of default in payment, we are entitled to demand the return of the goods after we have set a reasonable deadline for performance. Our demand for return constitutes a withdrawal from the contract.

(3) The seller is entitled, subject to revocation, to process and sell the purchased goods in the ordinary course of business until rescission of the contract (paragraph 2). The seller is prohibited from pledging or assigning the goods as security. The seller hereby assigns to us in advance all claims relating to the purchased goods that arise from the resale or from any other legal basis against its customers or third parties, regardless of whether the purchased goods were resold before or after processing. We accept this assignment. If a current account relationship exists between SLV and the seller pursuant to Section 355 of the German Commercial Code (HGB), the advance assignment also extends to the recognized balance. The seller remains authorized to collect these claims for its own account and in its own name even after the assignment. Our right to collect the claims ourselves remains unaffected. However, we undertake to refrain from collection as long as the seller duly fulfills its payment obligations. If the dealer acts in breach of contract, we can demand that the dealer disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the respective debtors of the assignment.

(4) If the purchased item is inseparably combined or mixed with other items not belonging to us, we

acquire co-ownership of the new item in proportion to the value of the purchased item (final invoice amount, including VAT) relative to the other combined or mixed items at the time of combination or mixing. If the combination or mixing occurs in such a way that the seller's item is to be regarded as the principal item, it is agreed that the seller transfers proportionate co-ownership to us. We accept this transfer. The seller holds the resulting sole or co-ownership in trust for us free of charge.

(5) We undertake to release the securities to which we are entitled at the request of the trader to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is at our discretion.

(6) To assert the retention of title, it is not necessary to withdraw from the contract,

3. Payment terms

(1) Our prices are quoted "ex works" (EXW according to Incoterms 2010), plus statutory VAT. The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the goods. We reserve the right to make all or part of the delivery only against prepayment or cash on delivery. We will declare such a reservation no later than with the order confirmation. The buyer will be in default upon expiry of the aforementioned payment period. During the period of default, the purchase price will accrue interest at the applicable statutory default interest rate. We reserve the right to claim further damages for default.

(2) In the event of default on more than one obligation, all claims against the merchant shall become immediately due for payment.

4. The merchant is only entitled to set-off and retention rights if their counterclaims have been legally established, are undisputed, or have been acknowledged by us. The merchant is also entitled to set off against our claims if warranty claims or counterclaims arising from the same contract are asserted. If payment by SEPA direct debit has been agreed upon and the contractual partner has issued a corresponding SEPA direct debit mandate, the following applies: The upcoming direct debit collection will generally be announced with the invoice, and in any case, once again no later than one calendar day before the direct debit is due (pre-notification). The merchant expressly agrees that, to facilitate payment processing, the standard 14-day period for notification of an upcoming payment may be shortened to one day before the debit. The merchant is obligated to ensure sufficient funds are available in the account specified in the SEPA mandate and to guarantee that the amounts due can be collected. This obligation also applies if the merchant does not receive advance notice in a specific case, or does not receive it in a timely manner. The merchant must immediately notify us in writing of any changes to their bank details, along with a fully completed new SEPA direct debit mandate. If, after conclusion of the contract, we become aware of justified doubts regarding the merchant's creditworthiness, insufficient funds, or liquidity shortfalls, or if the original credit volume increases as a result of late payment, we are entitled to demand appropriate security. If the merchant fails to comply with such a demand within a reasonable period, we are entitled to withdraw from the contract. The same applies if other events occur at a merchant's premises and only become known to us after conclusion of the contract. In such cases, we are entitled to invoice partial deliveries as separate transactions. If our payment terms are not met, or if other events occur at the merchant's premises that cast doubt on their creditworthiness, or if we only become aware of such circumstances existing prior to the conclusion of the contract subsequently, we may, without prejudice to our other legal rights, make further deliveries under the same legal relationship contingent upon advance payments for the duration of the payment arrears until the outstanding claims arising therefrom have been settled.

5. Delivery conditions

(1) Delivery is ex works (EXW according to Incoterms 2010). We are entitled to make partial deliveries, provided this is reasonable for the dealer. If partial delivery is made at the dealer's request, we will charge shipping costs for each partial delivery. Shipping packaging, shipping and transport costs, and insurance are subject to separate charges.

(2) The costs for deliveries abroad are different and can be obtained from us by calling +49 2451 48330 or by emailing export@slv.de.

(3) The delivery period indicated by SLV is always approximate, unless a fixed delivery period or date has been expressly agreed upon. If shipment has been agreed, the delivery period begins from the time of handover to the third party commissioned with the transport.

(4) If we are prevented from making timely delivery due to events beyond our control (non-availability of the goods), we will inform the dealer immediately and simultaneously provide the expected new delivery date. If the goods are still unavailable within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will promptly refund any payment already made by the dealer. Non-availability of the goods in this sense includes, in particular, the failure of our supplier to deliver to us on time, provided that we have concluded a congruent hedging transaction, neither we nor our supplier are at fault, and we are not obligated to procure the goods in the specific case.

(5) Our liability for late delivery is governed by statutory provisions. In any case, however, a reminder from the retailer is required. If we are in default of delivery, the retailer may claim liquidated damages for the delay. The liquidated damages amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, but not exceeding a total of 5% of the delivery value of the goods delivered late. We reserve the right to prove that the retailer has incurred no damage or only significantly less damage than the aforementioned liquidated damages.

(6) The rights of the dealer pursuant to clause 7 of these terms and conditions of sale and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

6. Warranty rights

(1) The statutory provisions apply to the rights of the trader in the event of material defects and defects of title, unless otherwise specified below. Claims for defects by the trader are conditional upon the trader complying with his obligations to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB).

(2) To comply with the duty to inspect and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB), the merchant is obligated upon receipt of the goods to inspect them immediately for type, quantity, and quality, whereby the following inspection method is agreed upon: To inspect the goods, they must be connected and put into operation for testing purposes. If the delivery comprises a larger quantity of goods (a larger quantity begins with 25 or more items in a single order), meaningful random samples taken in accordance with the aforementioned inspection method are sufficient, but also necessary, to comply with the duty to inspect and give notice of defects. The samples must be taken in

such a way as to provide information about the quality of all goods delivered within the order. If obvious defects are discovered during the inspection, these must be reported immediately, at the latest within a period of 3 calendar days. The notification of defects must specify the functional defect. If a defect is discovered later that could not be detected using the aforementioned inspection method upon receipt of the purchased item (latent defect), the dealer must notify SLV of the latent defect immediately, but no later than three calendar days after becoming aware of it. In all cases, the date of receipt of the defect notification by SLV is decisive.

(3) In the case of drop shipments or direct deliveries, the trader shall ensure, through appropriate organisational measures, that the inspection and notification obligations are complied with; SLV shall give the trader the opportunity to carry out the inspection at his warehouse immediately before dispatch and agrees to the inspection by the second purchaser.

(4) We will initially provide a remedy for material or legal defects at our discretion, either by repair or replacement. If the replacement fails (Section 440 Sentence 2 of the German Civil Code), the seller may, in principle, choose to demand a price reduction or withdraw from the contract.

(5) If the trader receives defective assembly instructions, we are only obliged to supply defect-free assembly instructions, and only if the defect in the assembly instructions prevents proper assembly.

7. Warranty Coverage

The warranty conditions listed under "Warranty Conditions_Dasar_Premium" apply to the DASAR® PREMIUM product series.

8. Liability

(1) SLV's liability for damages caused by simple negligence is excluded, except in cases of injury to life, body, or health, or claims under the Product Liability Act. Liability for simple negligence remains unaffected in the event of a breach of cardinal obligations, i.e., obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the trader may regularly rely; however, in this case, liability is limited to compensation for damages that are typically associated with the contract and foreseeable.

(2) The same applies to breaches of duty by SLV's vicarious agents.

9. Returns

For returns of our goods, the return policy shown under "Return Policy" applies.

10. Final Provisions

(1) German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and the connecting factors of private international law.

(2) If the seller is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be our place of business. The same applies if the seller has no general place of jurisdiction in Germany or if their domicile or habitual residence is unknown at the time the action is brought.

(3) Unless otherwise stated in the order confirmation, our place of business shall be the place of performance.

(4) Should any clause of these terms and conditions of sale be or become invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable clause shall be replaced by a valid and enforceable provision that most closely approximates the intended economic purpose of the invalid or unenforceable clause.