

## GENERAL TERMS AND CONDITIONS OF SALE OF SLV GMBH

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### QUALITY REQUIREMENTS

The products of SLV GmbH, Daimlerstraße 21-23, 52531 Übach-Palenberg, Germany (referred to in the following as SLV) are positioned on the market as quality goods and already have an appropriate image. This image is to be looked after and developed by both parties in future. At the same time, the products involve providing in-depth advice to customers from both a technical and an aesthetic point of view, which must also be provided by downstream resellers if requested. If agreements are made for the benefit of SLV in the following, this constitutes a contract for the benefit of third parties.

In order to safeguard these requirements, the parties agree the following quality criteria for the sale of the goods that are the subject of the contract, whereby the special features of the different sales channels are taken into consideration with the goal of having a uniform quality level.

The following conditions apply to the sale of the SLV products by resellers in **stationary sale**:

#### I. Electrical wholesalers

1. The dealer must have a business address which has controlled opening times and can be visited by commercial customers during this time.
2. The dealer must provide product advice from qualified personnel.
3. The dealer must have the possibility of storing the contracted goods.
4. The dealer must take measures to promote the sales of the contracted goods such as advertising brochures inserted into newspapers and magazines.
5. The dealer must offer its customers information material, the minimum being the latest version of the "BIG WHITE" SLV catalogue.

#### II. Specialist traders

1. The dealer must carry out his activity full time.
2. The dealer must have a business address which has controlled opening times and can be visited by customers during these times.
3. The dealer must provide advice from qualified personnel.
4. The dealer must have a free hotline which is sufficiently manned during normal business hours to take customer calls at short notice. The hotline must be manned by sufficiently knowledgeable persons.
5. The presentation of the products must be in line with the ambience of a specialist business and must correspond with the image of the products as quality goods. It is particularly important for the products not to be displayed with completely different types of product (e.g. clothing, sports goods etc.). The products must be presented with a uniform appearance and the recognition of the product and the brand ("look & feel") must be guaranteed;
6. The dealer must take measures to promote the sales of the contracted goods such as advertising brochures inserted into newspapers and magazines.

7. The dealer must offer its customers information material, the minimum being the latest version of the "BIG WHITE" SLV catalogue.

### III. Electrical installers

1. The dealer must carry out his activity full time.

2. The dealer must have a business address which has controlled opening times and can be visited by customers during these times.

3. If the dealer does not have such a place of business, he must be reachable by the end customer during normal opening times and visit the customer in a suitable way if necessary, e.g. at the construction site.

3. The dealer must provide advice from qualified personnel.

4. The dealer must take measures to promote the sales of the contracted goods such as by giving appropriate customer advice.

5. The dealer must offer its customers information material, the minimum being the latest version of the "BIG WHITE" SLV catalogue.

The following conditions apply to the sale of the SLV products by dealers in **online trade**:

1. The dealer must carry out his activity full time;

2. The dealer must fulfil the following technical requirements in his online presence:

- Fast page display,
- Use of high-resolution product photos in detailed views,
- User-friendly navigation, e.g. SLV products can be searched through in a structured way according to brands and product categories.

3. The dealer is obliged to have the required specialist knowledge to adhere to the distance selling law specifications and monitor adherence to these specifications;

4. The dealer shall market the SLV products actively and use measures such as search machine optimisation, taking the terms of this framework agreement into consideration.

5. The products must be shown in a top quality manner. In particular, the following criteria must be adhered to:

- In domain names of online shops or other web sites which are used to advertise the products, no word or word constituent may be used which is detrimental to the quality image of SLV or its products (e.g. "cheap");
- The dealer web site that is used for selling must correspond with the claim of the SLV products and the ambience of a specialised dealer for the product concerned. It is particularly important for the products not to be displayed with completely different types of product (e.g. clothing, sports goods etc.). The products must be presented with a uniform appearance and the recognition of the product and the brand ("look & feel") must be guaranteed;

- At least the company name “SLV” must appear in the display of the overview page of each product (e.g. “SLV Wall Light”...). At the bottom, where the detailed description of the product appears, the company name and the SLV logo must be used for the product display, which is allowed for this purpose for the duration of this contract, but not licensed;
6. Product images must be shown in high-quality that is equivalent to the quality shown in the pictures published in the main SLV catalogue. The pictures provided by SLV must be used if an image usage agreement is drawn up. The copyright ownership of SLV must be shown in close proximity to the product photography (e.g. directly beneath the image) as follows: “© SLV (exclusive rights)”.
  7. The dealer must provide telephone advice from qualified personnel. Dealers must set up a telephone customer service hotline which is sufficiently manned during normal opening times in order to deal with customer calls at short notice in order to carry out services which go beyond product advice, particularly in warranty cases. The hotline must be manned by knowledgeable persons. A clearly visible reference to the hotline must appear on the web site, specifying the telephone number, the opening times and the e-mail address;
  8. If the dealer operates a domain in a foreign country, specialist advice must be available in the respective national languages. The statutory requirements in the respective country of sale must also be adhered to, particularly the tax regulations, and the distance selling regulations. The dealer must also provide customer-oriented returns processing. The requirements laid down here also apply accordingly.
  9. If a dealer also has a stationary sales room, a reference to this showing contact data and the opening time for the public must be provided;
  10. The above-mentioned criteria also apply to the sale of SLV products via sales and auction platforms;

Dealers who exclusively operate at wholesale level may not sell the contracted goods to end consumers. Irrespective of the selected sales channel, the following applies:

1. The goods may only be sold on to commercial resellers if the buyer is also contractually obliged by the dealer to adhere to the conditions laid down in this contract, with the exception of the area restrictions. This text concerning the above-mentioned quality requirements and the delivery mandate must be used for inclusion in the respective contracts. The visual preparation and display of the sample texts (layout, font, logo) is up to the dealer;
2. SLV is entitled to make the origin of the goods traceable by using certain criteria such as control numbers.
3. As soon as the dealer discovers that the defined conditions are not being adhered to by the dealer’s customer, the dealer must send a written request to his customer to adhere to the quality requirements, setting an appropriate deadline of no more than 10 days, and notify SLV of the situation;
4. If the customer does not comply with this request within the set deadline, the dealer must stop delivering to his customer until the quality requirements are being adhered to;
5. SLV is authorised to take representative legal action against the dealer’s customer regarding the dealer’s request for adherence to the above-mentioned conditions from the respective purchasing agreements.

Status: September 2018