

**General Terms and Conditions of Sale
of
Tridonic (Shanghai) Co., Ltd.
valid from 1st April 2022**

If you intend to access, browse or otherwise use the ePortal of Tridonic (Shanghai) Co., Ltd (eShop.tridonic.com) (hereinafter “this site” or “ePortal”), please read these General Terms and Conditions carefully before using this site. By using this site or any part of it, you agree that you have read these General Terms and Conditions and that you accept and agree to be bound by them.

General

1. These General Terms and Conditions (hereinafter “General Terms and Conditions”) apply to all transactions between Tridonic (Shanghai) Co., Ltd. of a company incorporated and existing under the laws of the People’s Republic of China (the “PRC”) with its registered address at F12, Floor 2, No. 215 Futebei Road, China (Shanghai) Pilot Free Trade Zone and registered under the Uniform Social Credit Code 91310000779339867T (hereinafter “Seller” or “Tridonic”) and its business partners and customers (hereinafter “Buyer”), for sale and purchase of goods shown as available in the respective types, models and/or specifications on this site (hereinafter “goods”) and (as applicable, analogously) for the provision of services shown as available on this site (hereinafter “services”). All invitations to offers made by the Seller are based upon these General Terms and Conditions unless otherwise specified in writing by the Seller.
2. Should any of the provisions in these General Terms and Conditions contradict those contained in the Seller’s invitation to treat, sale proposal or order confirmation in respect of the goods and/or services issued by the Seller (hereinafter “order confirmation”), the provisions of the Seller’s invitation to treat, sale proposal and order confirmation shall prevail. In this event only those provisions of these General Terms and Conditions, or parts thereof, that are not in conflict with the provisions of the Seller’s invitation to treat, sale proposal or order confirmation shall remain valid.
3. The Buyer expressly acknowledges that any and all contract between the Seller and the Buyer for the sale and purchase of goods and/or provision of services (“Contract”) shall be on these General Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any offer, purchase order, confirmation of order, specification or other document or correspondence). The Seller hereby expressly objects and has already objected to all other provisions, other terms and conditions in any offer, purchase order, confirmation of order, specification or other documents or correspondences of the Buyer. For the avoidance of doubt, no terms or conditions endorsed on, delivered with or contained in the Buyer’s purchase order, confirmation of order, specification or other document or correspondence shall form part of the Contract even if such document is being referred to in the Contract or not being contradictory to these General Terms and Conditions.
4. The Seller reserves the right to amend these General Terms and Conditions in its sole discretion and with prior notice to the Buyer. The Buyer is reminded to review these General Terms and Conditions prior to submitting or placing any purchase order. Once a purchase order is placed, the Buyer is deemed to have accepted these General Terms and Conditions prevalent at the time. Any variation to these General Terms and Conditions and any representations about the goods and/or services shall have no effect unless expressly agreed in writing and signed by the Seller. The Buyer acknowledges that it has not relied on any representation made or given by or on behalf of the Seller which is not set out in these General Terms and Conditions or the Contract.
5. Should any provision of these General Terms and Conditions or the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these General Terms and Conditions and the Contract and the remainder of such provision shall continue in full force and effect. The parties agree to replace any such illegal, invalid, void, voidable, unenforceable or unreasonable provision by a legal, valid, enforceable or reasonable

one which comes as close as possible to the original purpose and intention of the illegal, invalid, void, voidable, unenforceable or unreasonable provision. In the event of an omission, a provision which corresponds with the purpose and intention of what would have been agreed between the parties if the matter had been considered at the outset shall be deemed to have been agreed.

6. The Seller provides products, goods and services to commercial customers and public authorities only, not however to consumers. As such, the Buyer confirms and warrants to the Seller that it is not a natural person.

Purchase Orders

7. Sale proposals, quotations and cost estimates by the Seller are non-binding and therefore do not constitute an offer within the meaning under applicable PRC law.
8. Unless otherwise agreed by the Seller in advance in writing, purchase orders shall be made by the Buyer via this site and shall specify the following particulars:
 - (1) The type, model or any other specifications of products;
 - (2) The quantity demanded;
 - (3) the destination demanded; and
 - (4) the proposed delivery date.

Conclusion of agreement

9. No order placed by the Buyer shall be deemed to be accepted by the Seller and an agreement is considered concluded as the Contract until the Seller has sent a written order confirmation to the Buyer or the Seller has dispatched a delivery upon receipt of the order to the Buyer. If the Seller's order confirmation deviates from a purchase order, it is regarded as the Seller's new non-binding quotation, i.e. a new invitation to the Buyer to make a purchase order in form of an offer to the Seller.
10. Information, quantity, description and specification of the goods and/or services contained in catalogues, brochures, specification and the like, as well as other written or verbal statements shall be excluded unless it is expressly stated in or referred to in the order confirmation.
11. Subsequent amendments and additions to the order confirmation and/or the Contract are valid and legally binding upon the Seller only when confirmed by the Seller in writing. The Seller may at any time correct clerical mistakes and/or calculation errors in offers, order confirmations or invoices without prior notice to the Buyer.
12. The Seller may accept or reject any purchase order from the Buyer at its sole discretion, and the Seller shall not be liable for any loss or damage caused by its non-acceptance of orders. If the Seller does not inform the Buyer of its acceptance or dispatch any delivery within 5 (five) working days after receipt of a purchase order from the Buyer, the purchase order shall be deemed to have been rejected by the Seller.
13. In order to facilitate the procurement by the Seller, at the end of every calendar quarter, the Buyer shall provide the Seller with a written estimate for its demand of the goods in the following calendar quarter. Such estimate shall specify the specifications, quantity, required delivery time and such other items of the goods as agreed upon between the parties. Such estimate shall not constitute an order and shall not be binding on the Seller.
14. The Seller reserves the right to make changes to the goods in the course of, inter alia, further development, provided that these do not lead to a reduction in value and are otherwise also reasonable for the Buyer.

Prices

15. Unless otherwise noted and agreed by the Seller in writing, prices of the goods as set out in the order confirmation shall apply FCA (Incoterms 2020) Seller's premises or dispatch warehouse and include packaging and loading therefor, however, exclude any tax and value added tax (VAT), and such prices shall be binding to the Seller only up to the delivery date specified in the order confirmation. The Buyer is responsible for all fees, taxes or other charges arising from deliveries of the goods.

16. In the case of services and/or repair engagements in any part of the services (e.g. planning, commissioning and/or reviewing installations, training), any services deemed appropriate by the Seller shall be performed and invoiced to the Buyer on the basis of expenses incurred plus any additional travel and transportation costs. This paragraph also applies to services and additional services the necessity of which becomes apparent only during performance of the engagement and it is acknowledged that the performance and invoking of these additional services do not require special prior notification to the Buyer. Unless otherwise agreed in writing, the Buyer shall be invoiced for the preparation of service and/or repair offers and/or assessments in the case that any services have been prepared but not performed by the Seller.

Payment

17. Unless any other payment conditions have been agreed in writing, goods and/or services is payable in advance before delivery of the goods immediately upon receipt of invoice by the Buyer. In the event of partial invoices, the partial payment is also due upon receipt of invoice by the Buyer.
18. Payments of the price for the goods and/or services are to be made in the agreed currency. The Buyer shall make all payments due in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid and non-appealable decision of a competent People's Court or arbitration institution requiring an amount equal to such deduction to be paid by the Seller to the Buyer. Time for payment shall be of the essence. Any acceptance of cheques or bank transfers is possible only after the Buyer has made the payments. All resulting interest and charges in connection with the payment shall be borne by the Buyer.
19. The Buyer is not entitled to withhold or offset payments as a result of warranty claims or any other claims.
20. If the Buyer is in arrears regarding an agreed payment for the relevant goods or for other services, the Seller may, without prejudicing other rights that the Seller has under these General Terms and Conditions, the Contract or the law for breach of contract:
- a) Suspend the fulfilment of its own obligations under the concerned purchase order and/or any other purchase orders until payment has been received by the Seller in full, and
 - b) Demand payment of all outstanding receivables, and demand interest arrears in the amount of 12% of the outstanding amount per annum plus VAT from the due date. In the event of default all granted discounts and bonuses are forfeited. The Seller is entitled to invoice pre-trial costs, in particular reminder fees and legal expenses.

The Seller shall further be entitled to terminate the related purchase order(s) and/or the Contract if the Buyer still does not comply with its payment obligations within a period of 14 (fourteen) days after being urged to do so by the Seller.

21. A processing fee will be charged for orders which fall below the Seller's stated minimum net order value (excluding taxes, fees and charges). Upon request, the Buyer shall be informed as to the amount of the applicable surcharge, minimum net order value and the processing fee.
22. In the event of late payment, the Buyer is liable for any currency losses incurred between the original due date and the actual date of payment.

Delivery / services

23. Unless expressly agreed otherwise between the parties in an order confirmation or the Contract, the goods shall be dispatched and delivered FCA place of the plant designed by the Seller or designated dispatch warehouse in Shanghai according to INCOTERMS 2020, after receipt of the purchase price in accordance with paragraphs 17 and 18 of these General Terms and Conditions. The Seller's delivery obligations in any Contract shall be limited to those set out in these General Terms and Conditions and in the relevant order confirmation.
24. Without a written agreement to the contrary, a specified delivery date (e.g. as contained in the order confirmation) serves only as an indication for the Buyer and is not binding on the Seller.

25. The Buyer shall obtain all necessary official third-party permits at its own costs and expenses. Should these permits have not been obtained on time, the delivery period will be extended accordingly and reasonably. The delivery period will also be extended in the event of delayed scheduled payments by the Buyer to the Seller or the Buyer's failure to perform any other obligations of the Buyer under the respective order confirmation / Contract.
26. The Seller is entitled to provide and invoice partial and/or advance deliveries. Should delivery on demand be agreed, the goods are considered delivered at most 1 year after placement of the order. Details of any delivery on demand shall be explicitly agreed upon between the parties in the relevant Contract.
27. If, other than in circumstances of force majeure as defined herein, the Buyer fails to take delivery the goods at the place and time agreed by the parties, it shall nevertheless be liable for the payments due and payable pursuant to the Contract. The Seller may arrange for the goods to be stored at the risk and the cost of the Buyer and shall subsequently inform the Buyer in writing to take delivery of the goods within [7 (*seven*) days] from the issuance of such notice. If the Buyer fails to comply with the stipulations of the preceding sentence, the Seller shall be entitled to terminate the related purchase order(s) and/or the Contract and claim against the Buyer for any loss or damage suffered as a result of the failure of the Buyer to take the delivery.
28. In the event of a lack of credit worthiness or risk of credit worthiness on the part of the Buyer, the Seller is entitled to withhold delivery and/or performance and to demand security unless otherwise stipulated by mandatory laws.
29. Insofar as no specific written arrangements have been made, the Seller shall have the absolute right to choose the method and nature of shipment. In particular, there is no obligation for the Seller to select and choose the most cost-effective mode of shipment.
30. Deliveries are made only in full packaging units. If smaller units are ordered, the Seller reserves the right to charge a minimum quantity/volume surcharge. The packaging, also for partial and/or advance deliveries, conforms to standard commercial practice.
31. The nature and extent of the services to be provided by the Seller shall be described in the respective order confirmation. The Buyer shall facilitate the performance of the services and in all cases shall make available a competent person and all required equipment (e.g. ladders, scaffolds, work cage) for the Seller's performance of the services promptly at the request of the Seller. The Buyer shall provide replacement parts (e.g. light sources, control units, lighting, lamps etc.) at its own expenses, alternatively these may be provided and charged for by the Seller.
32. Services will be performed on workdays between 08.00 and 17.00 of the place in which the services will be performed. Should the Buyer request and receive services from the Seller outside of these timeframes, the following surcharges shall apply:
 - 50 % of the price for such services as surcharge for services performed on Saturdays
 - 100 % of the price for such services as surcharge for services performed on Sundays and public holidays.
33. The Buyer is obliged to immediately inform the Seller of any material circumstances regarding the plant and/or performance of services in question and, at the request of the Seller, the Buyer shall withdraw from operation either the whole or part of the plant for the duration of the service provision. The Buyer is obliged to immediately inform the Seller in writing of any safety precautions or compliance with any safety standards required in performing the service. Relevant training required by the Seller's personnel is undertaken at the Buyer's expense. The Seller is entitled to separately charge the Buyer for any resulting additional efforts.

Transfer of ownership and risk, retention of title

34. Unless otherwise stipulated in these General Terms and Conditions or expressly agreed in writing by the parties, the right of ownership in the goods and the risk of any damages, losses, destruction or deterioration of the goods shall be passed on and transferred from the Seller to the Buyer at the time when the goods have been delivered by the Seller to the Buyer according to paragraph 23 of

these General Terms and Conditions. This paragraph also applies when the delivery forms part of an assembly or if the transportation is performed or organised and implemented by the Seller.

35. The place of performance for services is, or deemed to be, the location where the service is performed. The risks of a service or agreed partial service are transferred to the Buyer upon performance.
36. Ownership of the goods shall not pass to the Buyer and the Seller retains ownership in all goods delivered by it until full payment of invoice amounts plus interest and expenses due by the Buyer to the Seller ("Retention of Title"). Until ownership of the goods has passed to the Buyer, the Buyer shall at the Buyer's own expenses maintain the goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against the usual risks such as fire, theft and water to the customary extent to the reasonable satisfaction of the Seller. In order to secure the claim by the Seller for the price for the goods and/or services, the Buyer hereby assigns (in consideration of the Seller's agreement to sell the goods pursuant to the Contract) all its claims from the resale of the goods under Retention of Title even where these have been processed, transformed or combined, to the Seller as collateral security and agrees to make the corresponding entries in its accounts or invoices. The Seller accepts this assignment. Upon request, the Buyer shall inform the Seller of the assigned claims and the debtors, and make available all required information and material for collection of the debt as well as notifying third-party debtors of the assignment. In the event of seizure of or other claims in relation to the goods under Retention of Title the Buyer is obliged to point out the Seller's property rights and to inform the Seller immediately. The Buyer shall use all efforts to retrieve the goods for and on behalf of the Seller unless the Seller decides to retrieve the goods by itself. If neither the Buyer nor the Seller is able to retrieve the goods according to the mandatory provisions of the law, the Buyer shall continue to pay any outstanding amounts due by the Buyer to the Seller and compensate the Seller for all losses so caused to the Seller.
37. During the term of Retention of Title until full payment of all outstanding amounts due by the Buyer to the Seller, the following applies in addition to the preceding paragraph:
 - a) the goods under Retention of Title shall be stocked by the Buyer separately and not be mixed or commingled with other goods and marked as property of the Seller;
 - b) the goods under Retention of Title shall be stocked in warehouses suitable to prevent any harm from such goods, and the Buyer shall, on demand of the Seller, execute and deliver to the Seller such instruments as the Seller may deem necessary to protect its interests in its title in accordance with the laws and regulations applicable where such goods may be shipped or at any time located;
 - c) the Buyer shall not sell, dispose of, pledge or otherwise transfer title to the goods under Retention of Title as security to any third party;
 - d) if the Buyer breaches the stipulations of these General Terms and Conditions or the Contract, in particular, in the event of default of payment according to paragraphs 17 and 18 hereof, the Seller shall be entitled to repossess the goods under Retention of Title after the expiration of a deadline set by the Seller, and the Buyer shall be obliged to surrender them; and
 - e) if during processing of the goods under Retention of Title by the Buyer, such goods become an integral part of another object by combination or mixing or if a new object is produced by processing or remodeling, the Buyer hereby transfers its ownership or co-ownership of such object to the Seller and undertakes to hold the object in custody on the Seller's behalf free of charge with the diligence of a prudent businessman. If co-ownership arises, the Seller's share shall correspond to the portion resulting from the ratio of the value of the processed materials to the value of the new object.
38. The Buyer's right to possession of the goods shall terminate immediately if:
 - a) the Buyer enters into liquidation except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager or person of similar capacity appointed (or document is filed with the court or notice given of such intended appointment) of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding-up of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

- b) the Buyer is unable to pay its debts or the Buyer ceases to trade; or
 - c) the Buyer encumbers or in any way pledges or charges any of the goods.
39. The Seller shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Seller. The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the goods are stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
40. On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in these paragraphs 36 to 40 shall remain in effect.
41. If retention of title pursuant to the law in the location of the goods is not valid, a security corresponding to retention of title is deemed agreed. If the cooperation of the Buyer is required, upon the request of the Seller, the Buyer is obliged to undertake all reasonable measures at its own expense to establish and preserve such rights.

Inspection, warranty

42. The Buyer shall inspect the quantity, quality and specifications of the goods and shall notify the Seller in writing of any non-conformity, obvious defects, discrepancies or irregularities thereto within 7 (seven) days from the delivery in accordance with paragraph 23 and shall send detailed notes thereon to the Seller. If the Buyer fails to conduct such inspection and fails to raise any claims regarding the quantity, quality or specifications of the goods within the above time limit, the goods shall be deemed to be in conformity with the Contract and the Buyer shall be deemed to have accepted the goods and the Seller shall not be liable for any claims raised thereafter.
43. If there are hidden defects in the goods such that they cannot be discovered upon a reasonable inspection of the goods, the Buyer shall notify the Seller in writing within 14 (fourteen) days of the discovery of the hidden defects, however, in any case not later than the product quality guarantee period of 24 months after the date of delivery of the goods. If the Buyer fails to comply with the stipulations of the preceding sentence, the goods shall be deemed to be in conformity with the Contract and the Buyer shall be deemed to have accepted the goods and the Seller shall not be liable for any claims raised thereafter.
44. In case warranty or other claims are excluded according to the preceding paragraphs, this does not entitle the withholding of invoice amounts or parts thereof. The Buyer shall provide proof that the defect existed in the goods at the time of delivery.
45. **In the event of a defect subject to a warranty obligation in accordance with this "warranty" section, the Seller may, at its discretion, repair the defective good or part at the place of performance or have it sent for repair or to replace (exchange) it or to award the Buyer a price reduction. Invoices for repairs by third parties shall not be recognised.**
46. All ancillary expenses incurred in connection with rectifying defects (such as assembly and disassembly, transport, disposal, travel and travel time expenses) are borne by the Buyer. For warranty work carried out at the Buyer's premises, the necessary assistance, hoisting gear, scaffolding and sundry materials etc. are to be supplied by the Buyer at its own expenses.
47. If the Seller produces the goods on the basis of the design specifications, drawings or other information provided by the Buyer, the Seller's liability is limited to the implementation of these instructions. All claims of the Buyer are to be judicially asserted according to paragraphs 42 and 43, otherwise the right to claim will terminate, lapse and be forfeited.
48. The Seller shall accept returns only after giving its prior written consent.
49. The provisions in paragraphs 42 to 49 also apply analogously for each defect arising from other legal grounds, including, but not limited to, claims for damages.
50. No assignment of warranty claims and/or damage claims and similar matters is permitted.

51. All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from the Contract.

Exclusion of liability

52. The Seller shall not be liable for
- a) defects in cases of insignificant deviations from the agreed quality, or only minor impairment of usability;
 - b) natural wear and tear;
 - c) any defect which is due to causes arising after the risk has passed to the Buyer;
 - d) claims based on particular external influences not foreseeable under the Contract, or from non-reproducible and unprovable software errors;
 - e) claims based on defects attributable to improper modifications or repair work carried out by the Buyer or third parties and the consequences thereof; or
 - f) minor defects attributable to any services of assembly or erection provided collaterally by the Seller.
53. The Buyer shall indemnify and hold the Seller harmless from and against any liabilities, claims, demands and expenses, including lawyers' fees, for any damage or injuries resulting from any goods resold by the Buyer without giving appropriate instructions or warnings or from its failure to make any recall of the goods if required.

Liability for breach of contract, liability limitations

54. Any party failing to fulfill any or part of its obligations under these General Terms and Conditions and the Contract shall bear the losses caused by such failure. The defaulting party's liability for damages shall equal the actual loss suffered by the other party resulting from the breach but such liability shall not exceed the losses which were foreseeable by the party in breach at the time of conclusion of the Contract. Should such failure be attributable to the fault of both parties, both parties shall be liable according to their respective degree of fault.
55. **Notwithstanding the above paragraph, the Seller shall, in any event, only be liable to the Buyer for damages and losses arising out of or in connection with the Contract to the extent as caused by the Seller's intentional or grossly negligent misconduct and to such reasonable amount actually incurred and proven by the Buyer. In no event whatsoever shall the Seller be liable for any consequential and/or indirect losses or damages. The aggregate total liability of the Seller arising out of or in connection with the Contract shall be limited to an amount of no more than one half of the value of the purchase price of the respective Contract.**
56. **The Seller shall not be liable to the Buyer for insofar as is and to the extent that is legally permissible, in particular:**
- a) compensation for purely financial losses, loss of business, loss of profits, loss of revenue, interest losses, or losses from claims by or liabilities towards third parties, additional costs for testing of goods (whether direct or indirect damages), consequential damages or (criminal) damages;
 - b) any breach of any warranties, conditions or other terms implied by statutes or common law; and
 - c) any loss, liability, cost or injury caused to the Buyer's officers, or agents, and the Buyer shall indemnify the Seller against any claims or demands by any of such persons
57. Should the Buyer be held liable under the PRC Product Quality Law or tort liability law under the PRC Civil Code, it waives any recourse against the Seller, to the extent not violating mandatory law.
58. The above limitations and exemptions shall not apply in case of personal injuries caused by the Seller and in case of property damages which are caused by the Seller's gross negligence or intention.

Taxes, Fees and Expenses

59. Unless otherwise set out herein, all taxes, fees and other charges due in connection with the transactions provided for in the Contract and which are levied by the competent authorities shall be borne by the parties according to the relevant legal stipulations.

Confidentiality

60. Any and all information relating to the parties' trade secrets, know-how, business management, management know-how, technology, production information, marketing information, customer lists, sales and financial affairs or any other proprietary information shall be considered as confidential and shall not be disclosed to any third party or entity.

61. Any information relating to know-how, documentation and experience provided by the parties or becoming accessible to the parties under these General Terms and Conditions and the Contract or during the negotiation of the Contract shall be considered confidential and shall not be disclosed by the parties to any third party or entity.

62. If the disclosure of the confidential information as defined in the preceding two paragraphs is requested by applicable law, or any court, arbitral tribunal, tax authority or regulatory authority with jurisdiction, or any rule of the stock exchange where the shares of the recipient of information or its affiliated companies are listed requires the disclosure of any confidential information, then the recipient of information may make such disclosure, provided that prior to the disclosure, it shall within a reasonable period give prior notice in writing to the provider of such information and use reasonable efforts to disclose the information in a manner that is designed to preserve its confidential nature. If following the receipt of such a notice, the provider of such information wishes to take action to oppose or limit such potential disclosure or to seek a protective order in respect of the information required to be disclosed, it may do so at its own cost and the recipient of information shall provide it with any reasonable assistance required. The restrictions stipulated in the preceding two paragraphs shall further exclude information

- a) which has already been in the public domain or in the possession of the receiving party prior to the commencement of the negotiations; or
- b) which comes into the public domain other than due to a breach of the above stipulation by a party; or
- c) which becomes known from a bona fide third party freely able to disclose such information without breach of the terms of these General Terms and Conditions and the Contract.

If the Buyer refers to an exception set forth in the preceding paragraph, it has the burden of proof that such exception applies.

63. The parties shall impose the confidentiality obligations stated above also on their representatives, employees and commissioned third parties who are or were involved in the negotiation or performance of the Contract.

64. The obligations stipulated in this section shall survive any expiration or termination of the Contract.

Termination of Contract

65. The Contract can be terminated at any time by mutual written agreement of the parties.

66. Without prejudice to any rights and remedies contractually or legally available to the Seller, the Seller may terminate any Contract at any time by giving a prior written notice to the Buyer if,

- a) the Buyer ceases or announces its intention to cease to carry on its business; or
- b) the Buyer enters into liquidation or is declared insolvent or bankrupt or is deemed to be insolvent or unable to pay its debts; or
- c) the Buyer engages in any illegal or criminal conduct as defined under applicable law.

67. Except as otherwise provided herein, where a party has committed a material breach of these GTC and/or the Contract, and the breach has not been remedied within 1 (one) month after having been given notice thereof by the non-breaching party, the non-breaching party is entitled to terminate the Contract by giving written notice to the breaching party with a prior notice period of 1 (one) month.

68. Upon termination of the Contract, the parties shall continue to perform all orders for the goods which have already been accepted prior to and at the time of termination unless the terminating party, at its option, notifies the other party in writing that it cancels any or all orders which provide for delivery after the effective date of termination.
69. The termination of the Contract by either party shall be without prejudice to the accrued rights and obligations of the parties, including, but not limited to (i) the obligation to make payment of all amounts then or thereafter due and payable and (ii) claims of damages directly caused by the failure of a party to fulfill its obligations under the Contract.

Intellectual property rights and copyrights

70. All designs, specifications, drawings, inventions, trade secrets, patents, patent applications, know-how, trademarks, domain names and other intellectual property or proprietary information developed, made or acquired by the Seller and provided by the Seller to the Buyer in connection with these General Terms and Conditions and/or the Contract and all Seller rights therein are and shall remain the sole property of the Seller and/or the Seller's affiliated companies. For the avoidance of doubt, the Buyer shall, neither in the PRC nor abroad, directly or indirectly, apply for the registration of any designs, inventions, patents, trademarks, domain names and other intellectual property or proprietary information concerning the design, appearance or function of the goods or of any other goods of the Seller or its affiliated companies, neither in its own name nor in the name of any third party.
71. During the term of any Contract, unless expressly consented otherwise in writing by the Seller and/or the relevant Seller's affiliated companies, the Buyer shall not use, in any manner or form, a name, designation or mark which phonetically, graphically or otherwise resembles the trademarks of the Seller and/or the Seller's affiliated companies ("Trademarks"). Nor shall the Buyer evoke or create any confusion in the public mind with reference to the Trademarks. Further, the Buyer shall not use the Trademarks or any word, symbol, or design confusingly similar thereto, as part of its corporate name, or as part of the name of any products promoted, market, solicited or distributed by the Buyer which are not goods of the Seller.
72. Nothing in these General Terms and Conditions and the Contract shall constitute or be construed as granting of any right, title or interest in or to the Trademarks as well as any patent, intellectual property right or any other right of the Seller and/or the Seller's affiliated companies to the Buyer.
73. In case of breach of the above obligations, the Buyer shall, without prejudice of any other legal remedies of the Seller and/or the Seller's affiliated companies, pay liquidated damages in the amount of RMB 1,000,000 (in words: RMB one million) to the Seller or, as the case may be, to the Seller's respective affiliated company, for each case of breach.
74. The Buyer shall indemnify the Seller for all infringements of any intellectual property rights where goods have been manufactured by the Seller on the basis of design specifications, drawings, models or other specifications provided by the Buyer.
75. Production documents, such as designs, plans, drawings, inventions, trade secrets, patents, patents applications, know-how and other intellectual property or proprietary information and other technical documents as well as samples, catalogues, brochures, illustrations and the like developed, made or acquired by the Seller and provided by the Seller to the Buyer in connection with these General Terms and Conditions and/or the Contract and all Seller rights therein remain the property of the Seller and are subject to the relevant statutory provisions governing reproduction, imitation, competition etc.

Third Party's Infringements and Third Party's Infringement Claims

76. During the term of any Contract, the Buyer will inform the Seller immediately of potential intellectual property infringements committed by a third party as well as of potential intellectual property infringements allegedly committed by the Seller as alleged by a third party with respect to the Seller's intellectual property or any other proprietary rights.
77. In the above cases, the Buyer shall provide the Seller and/or the Seller's affiliated companies, as applicable, free of charge with all required documents and assistance to take action against such

third party or, as the case may be, to contest any of the above-mentioned allegations made by such third party. The Seller and the Buyer shall work closely and free of charge together in order to avoid any and, as the case may be, defend against any lawsuit or request for arbitration raised by a third party against the Seller and/or the Seller's affiliated companies.

78. If the Buyer is or becomes subject to any claims for damages due to such intellectual property rights infringements because of the goods due to a fault of the Seller, the Seller shall indemnify and hold the Buyer harmless from any and all claims, damages, losses, compensations and costs which are awarded against the Buyer as a result of any non-appealable litigation or arbitration proceeding and/or which shall be borne and/or paid by the Buyer under any settlement agreement (where the settlement shall be agreed by the Seller in writing), and from all costs and expenses incurred therefrom by the Buyer.
79. If, due to a fault of the Buyer, the claim is confirmed by a decision of a court or arbitration institution, the Buyer shall indemnify and hold harmless the Seller and/or the Seller's affiliated companies, as applicable, from and against all claims, direct and indirect losses and damages arising from such claim.

Force Majeure

80. If a party cannot perform its obligations stipulated in the Contract due to reasons which are directly and exclusively attributable to force majeure, it shall notify the other party in writing without undue delay of the occurrence of such an event and, within 30 (thirty) days, provide to the other party a statement or certificate of the existence of the circumstances constituting force majeure.
81. Force majeure shall mean any of the following events: earth quake, storm, flood, fire or other acts of nature, SARS, Covid-19 or other epidemics, war, riot, public disturbance, strike or lock outs, government actions or other events beyond the control of the Parties where their occurrence is reasonably unpreventable and unavoidable.
82. If an event of force majeure occurs, no party shall be responsible for any damage, increased costs or losses which the other party may sustain by reason of such failure or delay of performance. The party claiming force majeure shall adopt measures to minimize or remove the effects of force majeure and within the shortest possible time attempt to resume the performance of obligations affected by the event of force majeure. If the consequences of such an event cannot be remedied within 6 (six) months from the occurrence, the parties shall through consultations decide whether to modify or terminate the Contract according to the effects of the event of force majeure on the performance of the Contract.

Compliance with regulations

83. In the event of transfer of goods supplied by the Seller (e.g. hard and/or software and/or technology including related documentation, independent of the manner of provision) or of services provided by the Seller (including all technical support) to third parties within the PRC and abroad, the Buyer shall strictly comply with all applicable national and international laws and regulations including without being limited to (re)export control regulations, data protection regulations, anti-bribery and anti-money laundering regulations, etc.
84. In the event of (re-)export of the goods, the Buyer shall supply the Seller immediately without request with all information pertaining to the final recipient, destination and intended use of the goods or services provided by the Seller as well as any export control restrictions. The Buyer shall fully indemnify the Seller against all claims by public authorities or other third parties for non-observance of the above export control regulations and is obliged to indemnify the Seller for all expenses and damages incurred in this regard, unless the Buyer is not responsible for the breach of duty. This does not constitute a reversal of the burden of proof.
85. In case of breach of the above obligations, the Buyer shall, without prejudice of any other legal remedies of the Seller and/or the Seller's affiliated companies, pay liquidated damages in the amount of RMB [500,000] (in words: RMB [five hundred thousand]) to the Seller or, as the case may be, to the Seller's respective affiliated company, for each case of breach.

Applicable law and dispute resolution

86. These General Terms and Conditions and the Contract shall be governed by the law of the PRC (which, for the purpose of these General Terms and Conditions, shall exclude the Special Administrative Region of Hong Kong, the Special Administrative Region of Macau and Taiwan).
87. Any and all disputes and claims arising out of or in connection with these General Terms and Conditions and/or the Contract – including disputes regarding its validity, infringement, termination or nullity shall be settled through friendly consultations between the parties. If no agreement can be reached between the parties within 30 (thirty) days after the dispute has arisen, the dispute shall be submitted to the China International Economic and Trade Arbitration Commission, Shanghai Sub-Commission ("CIETAC") for arbitration in accordance with its Arbitration Rules then in force. The place of arbitration shall be Shanghai, PRC and the language used for the arbitration process shall be English.
88. The arbitration tribunal shall consist of 3 (three) arbitrators. Each party shall appoint 1 (one) arbitrator. The two first mentioned arbitrators shall select the third arbitrator who shall act as chairman of the arbitration tribunal. If a Party fails to appoint its arbitrator within 1 (one) month after receipt of the notice of arbitration from the arbitration commission or if the two first mentioned arbitrators cannot come to an agreement on the chairman of the arbitration tribunal within 1 (one) month after they have been appointed, the respective arbitrator or the chairman of the arbitration tribunal shall be appointed by the Chairman of CIETAC.
89. The arbitration award shall be final and binding on the parties. The arbitration fee and the reasonable expenses of the winning party, including lawyer's fees shall be borne by the losing party except as otherwise awarded by the arbitration tribunal. During the arbitration proceedings the parties shall continue to perform the Contract except for the stipulations which are in dispute.
90. Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

Additional conditions for use of this site

91. The Buyer obtains access to this site and the Seller's ePortal (portal.tridonic.com) when it enters a legitimate username and password (hereinafter "login data") supplied by the Seller. The Buyer is obliged to change the password immediately upon receipt, as well as periodically thereafter and to protect it from unauthorised access. The Seller shall assign, within reasonable limits, each person authorised by the Buyer with individual login data. Login data assigned to the Buyer by the Seller may not be disclosed under any circumstances and the Buyer is obliged to immediately notify the Seller of any significant changes regarding access permission for authorised persons. The Buyer is responsible for the consequences of non-observance of this provision by it or by its organs, employees, assistants and agents.
92. Whoever legitimises himself with the login data of the Buyer is considered by the Seller to be authorised to carry out all possible ePortal transactions on behalf of the Buyer irrespective of whether this person is actually the Buyer or its representative. The Buyer accepts that all transactions made in the Seller's ePortal using its login data are binding.
93. Processing of all transactions in the ePortal (including submission of purchase order and issue of confirmation) as well as all related information is carried out in part by automated email. The Buyer is responsible for ensuring its registered email address is valid and the receipt of emails is assured.
94. The Seller assumes no responsibility for error free operation of its ePortal and explicitly excludes liability for damages resulting from its use and from the related use of this site and the internet. Responsibility and liability for access failures such as limited or no availability of the ePortal, faulty transmission of information and instructions on the use of the ePortal is also precluded. By its use of the ePortal the Buyer confirms that it is sufficiently informed as to the risks associated with this site and the internet. Paragraph 57 applies accordingly for the preceding exclusion of liability.

95. The Buyer acknowledges that use of the ePortal abroad may infringe upon foreign laws, for example, by use of the ePortal encryption process. The Seller assumes no responsibility or liability in this regard.
96. Representations of the Seller's goods in the ePortal are non-binding and do not represent a binding offer for the conclusion of an agreement. Purchase orders placed by the Buyer in the ePortal are, or shall be deemed as, a binding offer from the Buyer to the Seller. The Seller's automatically generated confirmation email is intended for information purposes only and does not result in and shall not be treated as the conclusion of an agreement or Contract. Receipt of the Buyer's purchase order will be confirmed separately in writing by the Seller (e.g. by email) upon execution of the order (order confirmation) or by dispatch of the goods (dispatch confirmation) according to the stipulates of these General Terms and Conditions.

Miscellaneous

97. Any amendments or additions to these General Terms and Conditions and/or the Contract shall be in writing and shall be signed by the authorized representatives of both parties. This shall also apply to any waiver of the written form requirement.
98. These General Terms and Conditions and the Contract shall to the greatest extent possible be interpreted in such a manner as to comply with the applicable laws, but if any provision of them is, notwithstanding such interpretation, determined to be or to become invalid or unenforceable or if there is an omission, the remaining provisions of these General Terms and Conditions and the Contract shall remain to be binding upon the parties. The parties hereto agree to replace any such invalid or unenforceable provision by a valid one which comes as close as possible to the original purpose and intention of the invalid or unenforceable provision. In the event of an omission, a provision which corresponds with the purpose and intention of what would have been agreed between the parties if the matter had been considered at the outset shall be deemed to have been agreed.
99. All notices required or permitted to be given by either one of the parties to the other party shall be given in writing and be sent without delay to the address and attention stated in the Contract. It is the responsibility of either party to advise the other party of any change in address or attention as soon as it occurs.
100. These General Terms and Conditions are in both English and Chinese languages. Both language versions shall be equally authentic. In case of discrepancies between the two language versions, the English language version shall prevail.

Tridonic (Shanghai) Co., Ltd.

F12, Floor 2, No. 215 Futebei Road, China (Shanghai) Pilot Free Trade Zone

T: 86 21 52400599, Email: china@tridonic.cn, www.tridonic.cn