

These terms shall apply to business transactions with customers whose place of business is outside the Federal Republic of Germany.

1. Prices.

Our offers are non-binding unless specifically characterized as binding. All prices stated are ex works Täferrot if not otherwise agreed and are subject to prior changes. Prices do not include transportation costs which shall be borne by the buyer. Prices do not include custom fees, import, federal, state or local taxes applicable to the products sold under these terms. An amount equal to the appropriate taxes will be added to the invoice by Spectrolab as a Division of KPG Design Group GmbH where Spectrolab as a Division of KPG Design Group GmbH has the legal obligation to collect such taxes.

2. Terms.

Terms are payable immediately without discount if not otherwise agreed. The buyer agrees to pay such invoices when due regardless of other scheduled deliveries. All payments shall be made in EURO, at buyer's cost, to our German bank account. Buyers' terms of purchase shall not apply unless agreed.

3. Title to Equipment.

The goods supplied shall remain our property until the buyer has paid them in full. Title to the Equipment shall pass to the buyer upon receipt by Spectrolab as a Division of KPG Design Group GmbH of payment in full for all amounts due for such units of Equipment on their stated bank account.

4. Purchase Orders.

The buyer shall order Equipment by written notice to spectrolab as a division of KPG Design Group GmbH. Each order shall specify the number of units to be shipped, the type of units to be shipped (as identified by spectrolab model number designations indicated in the offer or Price List) including all optional features, the desired method of delivery and the installation site. Spectrolab as a division of KPG Design Group GmbH shall indicate its acceptance of such release by returning an order confirmation to the buyer. Spectrolab as a division of KPG Design Group GmbH agrees to deliver as close as possible to the delivery schedule set forth in each order as accepted by Spectrolab as a division of KPG Design Group GmbH, however these schedules are estimated and can vary up to 2-3 weeks. Spectrolab as a Division of KPG Design Group GmbH shall not be required to honor any release which: (a) specifies a delivery date earlier than spectrolab's then current delivery schedule for the date such release is received by spectrolab and/or (b) specifies a quantity to be delivered in any one month within the current delivery schedule which is greater than one hundred percent (100%) of the total quantity shipped in the preceding sixty (60) day period.

5. Delivery.

All deliveries of Equipment shall be made ex works spectrolab's plant and liability for loss or damage in transit, or thereafter, shall pass to the buyer upon spectrolab's delivery of Equipment to a common carrier (UPS or TNT). Delivery dates are approximate and are based, to a great extent, on prompt receipt by spectrolab of all necessary ordering information from the buyer. The buyer shall bear all costs of transportation and insurance and will promptly reimburse spectrolab as a division of KPG Design Group GmbH if KPG Design Group GmbH prepays or otherwise pays for such expenses. KPG Design Group GmbH shall not be in default by reason of any failure in its performance under these terms if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, act of God or of the public enemy, war, civil disturbance, act of any government, de jure or

de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from the buyer, or otherwise arisen out of causes beyond the control of spectrolab as a division of KPG Design Group GmbH. Nor shall spectrolab as a Division of KPG Design Group GmbH at any time be liable for any incidental, special or consequential damages. The buyer shall inspect the goods supplied immediately on receipt.

6. Claims

Any claim as to non-conformity of the goods shall be raised immediately. In any case such claims can be lodged only within six months from the date of receipt of the goods. Any visible damage due to transit must be notified to the carrier immediately. We shall be liable for damages based on non-conformity of goods only if such non-conformity results from intentional acts or negligence on our part. Claims for damages shall be limited to EUR 2,500.00 (two thousand five hundred EURO). Any liability for damages caused by loss of production is excluded.

7. Returns

Except for cases of non-conformity, goods can be returned only with our prior written consent. In case of such return of goods we shall credit 70% of the original invoice value for any goods undamaged and in their original packing. Any cost of necessary repair and repacking will be deducted from the amount credited. We do not issue credit notes for amounts lower than EUR 5.00 net. The return of custom makes, articles not mentioned in our current catalogues or lamps is strictly excluded. Returned samples are credited to their full value only if in excellent condition both technically and visually, and if an order results from the sampling.

8. Delay of Payment

If the buyer gets into arrears on his payments, he shall pay default interest at a rate of 8% above the base rate of according to § 247 German BGB. Invoices not paid within thirty (30) days of the invoice date will have one and one half percent (1-1/2%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment.

9. Equipment Warranty.

KPG Design Group GmbH warrants that a buyer shall acquire Equipment purchased hereunder free and clear of all liens and encumbrances. Spectrolab as a division of KPG Design Group GmbH further warrants all Equipment to be free from defects in material or workmanship under normal use and service for a period of one year from the date of delivery. All repair covered by this warranty must be done at spectrolab in the KPG Design Group GmbH factory, or other such warranty repair facilities of KPG Design Group GmbH as designated by spectrolab unless KPG Design Group GmbH specifically directs that this service be performed at another location. Any defect corrected within one year and found to be within this scope of the warranty will be repaired by KPG Design Group GmbH and all charges for labor and material, will be borne by KPG Design Group GmbH.

We do not give a warranty in case of irrelevant deviation from the agreed quality of the goods and irrelevant reduction, according to the fitness of the goods and for damages which are based upon the following grounds in particular: inappropriate or improper use of the goods delivered, defective installation or putting into operation by the Buyer or any third party, usual wear and tear, incorrect or negligent handling of the goods delivered, in particular the nonobservance of operation instructions, excessive workload and use of inappropriate working and substitute materials, chemical or electric impact, provided that we have not violated essential contractual obligations. Repair or replacement does not extend the warranty period.

10. Misuse of Equipment.

Any tampering, misuse or negligence in handling or use of Equipment renders the warranty void. Further, the warranty is void if, at any time, the buyer or any third party attempts to make any internal changes to any of the components of the Equipment; if at any time the power supplied to any part of the Equipment exceeds the rated tolerance; if any external device attached by the buyer or a third party creates conditions exceeding the tolerance of the Equipment; or if any time the serial number plate is removed or defaced.

11. Use of spectrolab Name.

KPG Design Group GmbH expressly prohibits any direct or indirect use, reference to, or other employment of its names, trademarks, or trade name exclusively licensed to KPG Design Group GmbH, except as specified in these Terms and Conditions or as expressly authorized by KPG Design Group GmbH in writing.

12. Applicable Law.

This Agreement shall be governed by the laws of Germany and is accepted by KPG Design Group GmbH at its Corporate Office in Täferrot, Germany. Sole place of jurisdiction shall be our place of business. However, we reserve the right to sue the buyer also in the competent courts of his own place of business. All payments for the spectrolab Equipment as stated hereunder shall be made to KPG Design Group GmbH's stated bank account in Germany. KPG Design Group GmbH's rights granted hereby are cumulative and in addition to any rights it may have at law or equity.

Täferrot, 17.03.2017

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