

STANDARD TERMS & CONDITIONS OF SALE
of Lichthaus Haid Ges.m.b.H. and Neon Kunst Licht Werbung Haid GmbH
(both called “HAID” for short)

1. Area of applicability

- 1.1. The following standard terms and conditions of sale (called “Conditions” for short) apply to all the goods supplied and other services provided (both called “Services” for short) by HAID to third parties (called “Customers” for short). HAID concludes contracts for Services with its Customers exclusively on the basis of these Conditions, including when no reference is made to them in the individual case, unless otherwise agreed in writing. These Conditions also apply to all future transactions with Customers. By concluding a contract, the Customer expressly acknowledges the applicability of these Conditions to all future contracts to be concluded.
- 1.2. The application of the Customer’s standard terms and conditions of business of whatever nature is excluded even if they do not conflict with these Conditions or if they have not been expressly rejected unless they have been expressly acknowledged in writing by HAID. Nor do actions amounting to fulfilment or silence on HAID’s part imply acknowledgement of the Customer’s standard terms and conditions of business.
- 1.3. Terms and conditions or promises varying from or supplementary to these Conditions may only be agreed in writing and also only for the individual case. This also applies to waiver of the requirement of the written form.
- 1.4. Oral declarations are only valid in so far as they are confirmed in writing by the company of HAID or by an authorised representative.
- 1.5. The other party to the contract is aware that, without written authorisation, persons associated with HAID are not authorised to issue declarations that vary from these Conditions or from other declarations by HAID.
- 1.6. These Conditions apply to consumers within the meaning of the Konsumentenschutzgesetz (Consumer Protection Act) only in so far as they are not in conflict with mandatory legislation.

2. Conclusion of contracts and pricing

- 2.1. HAID’s quotations are non-binding and expire after 30 days and may therefore be amended or withdrawn by HAID even after receipt of a response to them from the Customer.
- 2.2. All statements in brochures, circulars, catalogues, advertisements, pricelists etc. are also non-binding. Offers from Customers require HAID’s acceptance in the form of a written declaration to be valid. Changes or variations from specifications in colour or form or in technical terms of

any nature whatsoever are to be accepted by the Customer without any claim to a price adjustment in so far as they do not conflict with the sought-after intended use.

- 2.3. Contracts between HAID and its Customers apply regardless of the granting of any public authority authorisation. Obtaining such authorisation is the other party to the contract's concern unless otherwise agreed in writing. If HAID obtains such authorisations on behalf of the Customer, it may also charge a reasonable fee for this. If changes are necessary to the original order in order to obtain authorisation, the related changes are deemed to be agreed.
- 2.4. All the charges mentioned by HAID are deemed exclusive of Value Added Tax and from the relevant HAID registered office unless otherwise stated in writing. They do not include any costs for packing, installation or setup, nor in particular any costs for low-voltage installation and the prices are also deemed not to include the provision of any required installation equipment or lifting gear. Nor in particular does the price include any masonry or bricklaying work or plastering, pointing or roofing work or obtaining any authorisations of any kind whatsoever. The Customer shall bear any public authority charges for authorisation in every case. If authorisation is in the end refused, HAID may invoice the Customer for all the costs it has incurred up to that date.
- 2.5. Assembly prices, even if agreed as fixed prices, do not include costs incurred because of the occurrence of delays or the necessity for additional work as a result of circumstances attributable to the Customer or persons associated with it. All costs incurred as a result of this are to be borne by the Customer.
- 2.6. If HAID is obliged to dispose of any dismantled or removed parts because of its statutory obligations or public authority regulations, the Customer must bear the additional disposal costs incurred even if this has not been expressly agreed.
- 2.7. The packaging is charged to the Customer at cost price. Once it has been paid for, ownership of it passes to the Customer.
- 2.8. If wage costs change because of collective agreement rules in the sector or because of agreements concluded within the company or if other costs relevant to the calculation or costs necessary to the provision of the Service (materials, power, subcontract work, financing, transport etc.) change, HAID is entitled to amend its prices accordingly and in a reasonable manner.
- 2.9. If an order without a previous offer is accepted by HAID or if Services that are not expressly included in the order are provided, HAID may demand recompense for this equivalent to its currently applicable pricelist or the charge normally demanded for such work.

- 2.10. HAID will produce an order confirmation for orders accepted on the basis of an offer by the other party to the contract. The other party to the contract must make any complaints about any errors or conflicts with its offer without delay following receipt of the order confirmation and in any event within 5 days of receipt at the latest. Otherwise the content of the order confirmation is deemed to have been approved by the other party to the contract. In the case of orders at short notice, any complaint must be made immediately.
- 2.11. Any discounts of any kind, including cash discounts, granted in the individual case do not give rise to any entitlement to the future grant of such discounts.

3. Business and technical documents, sales aids, copyright

- 3.1. All business and technical documents originating from HAID including all drafts and presentations and any sales aids remain its property and HAID expressly reserves its copyright in these documents. Any distribution or exploitation of these requires HAID's written consent. Sales aids may only be used for marketing HAID products. Their use for tendering purposes is expressly forbidden.
- 3.2. HAID is entitled to demand the return of such documents or sales aids from the other party to the contract at any time at the expense of the other party to the contract and without stating reasons.
- 3.3. In so far as copyright is created in the work, this belongs to HAID. The right to use the work for advertising purposes is transferred to the Customer. The right of use is transferred on the suspensive condition of full settlement of all the charges for the Customer's Service. No special fee for the right of use will be charged in the event of sole use by the Customer. Any transfer of the right of use to third parties requires HAID's written consent.

4. Delivery, Service provision, transfer of risk, delay/arrears

- 4.1. The place of fulfilment for all the obligations to be met by Lichthaus Haid Ges.m.b.H. and its Customers is Innsbruck. The place of fulfilment for all the obligations to be met by Neon Kunst Licht Haid GmbH and its Customers is Munich.
- 4.2. The risk regarding (part) Service provision is in any event transferred to the Customer in each case when the goods leave HAID's warehouse or that of its agent charged with its fulfilment. If collection of the goods from HAID has been agreed, the risk is transferred to the Customer as soon as the goods have been made available on time at HAID's warehouse.
- 4.3. A delivery date or a delivery period is only binding if it was agreed in writing when the contract was concluded.

- 4.4. In the event of the lack of availability of the agreed goods, HAID is entitled to fulfil its obligation by supplying equivalent goods, albeit not ones necessarily identical in design or surface appearance. The Customer must accept such goods.
- 4.5. HAID is entitled to make part deliveries/part Service provisions and to raise part invoices for these.
- 4.6. If the provision of a Service is delayed as a result of circumstances for which HAID is not to blame, the delivery period shall be extended for a reasonable period even without any special declaration without HAID being liable for legal consequences of any kind whatsoever. This applies even if HAID is for its part already late with fulfilling its other duties. In the event that provision of the Service is made unreasonably difficult, HAID is entitled to cancel the contract with the exclusion of any compensation claims.
- 4.7. In the event of delay for which HAID is to blame, after the expiry of a period of at least six weeks specified in writing and with reference to the legal consequences, the Customer may demand fulfilment or declare the contract cancelled. In so far as the law allows, in such a case compensation claims by the Customer are excluded.
- 4.8. Without entailing any consequences of delay, HAID may in any event make its Services dependent upon the receipt of required payments in advance, the fulfilment of all other contractual duties and the timely payment of other amounts due, in particular amounts due for purchase prices for Services already provided. If a creditworthiness check on the Customer conducted only after conclusion of the contract gives a negative result, HAID may in any event make the Service dependent on full payment in advance or on the issue of an appropriate original bank guarantee without being deemed to be late itself.
- 4.9. In so far as the law allows, compensation claims on the basis of HAID's delay are excluded, as they are in any event in the case of slight negligence.
- 4.10. In the event of the impossibility of Service provision, all contractual duties are extinguished. If the impossibility – or even delay with delivery or with Service provision – is the result of failure of or delay in fulfilment by one of HAID's suppliers, the Customer is not entitled to claim compensation.
- 4.11. Externally visible damage to or shortfalls in quantities of delivered goods are to be specified in writing by the recipient upon acceptance, otherwise its rights will lapse. Acceptance therefore cannot be refused.
- 4.12. If the Customer does not accept the delivery or Service in accordance with the contract at the right place or time, in the event of risk of delay HAID may choose as it sees fit either to store

the goods or to use them as well as it can at the Customer's charge and expense, without itself being obliged to pay compensation. After the expiry of the delivery period and any payment periods granted, the purchase price is due despite any delay in acceptance.

5. Payment, arrears and setoff

- 5.1. Unless the contract provides otherwise, 50% of the charge is payable by the Customer as payment in advance without delay upon placement of the order and 50% is payable within 14 days following the invoice date, without deduction. Discounts for cash are not permitted unless otherwise agreed in writing.
- 5.2. Payments are to be made by transfer to a HAID bank account. HAID may set off payments as it sees fit against any open receivables regardless of their stated allocation.
- 5.3. The Customer may not set off its receivables against HAID's receivables.
- 5.4. The Customer is not entitled to any rights of retention or to pledge any goods or Services provided by HAID in so far as this does not conflict with any mandatory legislation.
- 5.5. In the event of non-payment by the Customer of an amount due, all other amounts due from it shall fall due immediately even without them being expressly declared due. The same applies in the event of a major deterioration in the Customer's asset situation or of enforcement measures against its assets.
- 5.6. The Customer falls into arrears without the need for a separate declaration. Interest on arrears is at a rate of 12% p.a.. Any higher loss is to be compensated for.
- 5.7. In the event of arrears, the other party to the contract is obliged to compensate HAID for all costs incurred by it for warnings and enforcement including any lawyers' or collection agency costs and any court costs in so far as they are necessary to legal action appropriate to the purpose.

6. Reservation of title

- 6.1. The goods delivered by HAID remain its property without restriction until full settlement without reservation of all HAID's claims including all claims for interest and costs and until full settlement of all other present and future financial liabilities of the Customer to HAID. The Customer must take all measures that are necessary to establish and maintain HAID's ownership and must submit a list of all the goods subject to reservation of title still held by the Customer without delay upon HAID's request.
- 6.2. Sale of the goods subject to reservation of title in the course of normal business operations

and with appropriate notification to the relevant customer is in principle permitted. The Customer is obliged to inform HAID immediately of any sales of goods not yet paid for. In the event of the resale of goods subject to reservation of title, as of now the Customer hereby irrevocably offers to assign all in its receivables arising from this to HAID as payment in settlement. HAID may accept this offer of assignment at any time without restriction as to time with the other party to the contract bearing the costs and it is entitled to collect such payment.

- 6.3. In the event of a pledge or other claim against the delivered goods subject to reservation of title, at its own expense the other party to the contract is obliged to inform HAID and safeguard its property. In the event of non-payment of an amount falling due, cessation of payment, distraint of goods subject to reservation of title or of insolvency proceedings against it, the Customer must immediately return all goods subject to reservation of title to HAID. The taking back of such goods is not equivalent to cancellation of the contract unless this is otherwise stated in writing. If the goods subject to HAID's reservation of title are set aside, it may arrange for their storage at the other party to the contract's expense and risk.

7. Guarantee

- 7.1. The guarantee period is 12 (twelve) months from the transfer of risk unless a longer limitation period is imposed by law. For defects in electrical devices, turned parts and printed films this is a maximum of 6 (six) months. There is no guarantee for lighting equipment, excluding neon cold cathode tubes and LEDs supplied, or for polished or gold-plated brass. If the guarantee applies, HAID shall not be liable for any compensation claims or any other claims of any kind whatsoever.
- 7.2. The guarantee period commences with the transfer of risk. If joint acceptance of the goods has been agreed, the guarantee period commences with acceptance of the goods. If however joint acceptance does not occur by 5 (five) days after transfer of the risk at the latest, the guarantee period commences as soon as the transfer of risk.
- 7.3. Without prejudice to Point 4.11., any defects or missing parts are to be complained about to HAID in writing with proof of receipt within five days, with any processing being immediately halted. Otherwise the goods are deemed to be accepted without reservation or defects. This period applies from the start of the guarantee period in the case of obvious defects and from their discovery in the case of hidden defects.
- 7.4. Once notified in a legally valid manner of a defect, HAID may fulfil its guarantee obligations as it sees fit as follows:
- 7.4.1. Subsequent delivery of the missing goods.

- 7.4.2. Rework of the goods on the spot.
- 7.4.3. Request for the return of the defective goods or defective parts and rework at HAID or at another place designated by HAID.
- 7.4.4. Replacement of the defective goods.
- 7.4.5. Replacement of the defective parts of the goods.
- 7.5. In so far as the law allows, HAID has no further obligations within the context of the guarantee. This applies in particular to bearing transport and installation costs and all additional costs relating to assembly.
- 7.6. The subsequent delivery, rework or replacement is to be notified by HAID at least 8 (eight) days beforehand. If the other party to the contract – without having previously objected to the appointment – for reasons for which it is to blame is not present at it or if it has made these measures so difficult or impossible by its own actions, this is deemed to be waiver of its guarantee rights.
- 7.7. HAID's guarantee is excluded if on setup, assembly or use of the goods the other party to the contract has not observed any HAID rules or operating conditions, the defect was caused by the other party to the contract or by third parties or these persons have interfered with or carried out repairs to the goods or the work.
- 7.8. In addition, the guarantee applies only to defects that occur subject to observance of the relevant operating conditions with normal use. Parts subject to wear and tear (e.g. lighting equipment, electrical devices, turned parts, printed films and plastic parts) have only a useful life in line with the relevant state of the art, so any guarantee period is in any event limited by this.
- 7.9. In the absence of a separate agreement and as far as the law allows, HAID gives no guarantee for modifications or conversions of old or third party goods or for goods already used upon delivery.
- 7.10. Changes or variations in colour in the end product give no grounds for guarantee claims. In repair work, colour fastness is not an agreed characteristic and cannot normally be expected.
- 7.11. In the event of disputes over the existence or scope of guarantee rights HAID is entitled to arrange for the goods or the work to be checked by an expert from the Fachverband für Lichtwerbung (FVL, Specialist Association for Illuminated Advertising) or a legally sworn expert. If it turns out that the alleged right of the other party to the contract to the guarantee service does not exist, the other party to the contract shall bear the costs of the expert.

8. Compensation claims

- 8.1. In the event of a compensation claim, HAID is liable only for deliberate act and gross negligence. Liability for slight negligence is excluded. Compensation for consequential loss and damage to property, loss of interest and losses arising from third party claims against the Customer is also excluded.
- 8.2. In the event of gross negligence, liability for loss or damage is also limited to ten times the gross invoice amount for the goods delivered that caused the loss or damage. Within the area of application of the Produkthaftungsgesetz (Product Liability Act), HAID and its upstream suppliers and subsuppliers are not liable for damage to property suffered by a business within the meaning of this Act.
- 8.3. In the event of failure to observe any conditions regarding assembly, commissioning and use by the Customer, all compensation claims are excluded.
- 8.4. Moreover, in the event of resale the Customer is obliged to impose this agreement and the obligations arising under it on its customer and explain the technical aspects of use to it.

9. The other duties of the other party to the contract

The Customer must constantly make its employees and customers aware of all information and instructions provided by HAID and of all legislation and public authority regulations. The other party to the contract must retain all related documents, papers and evidence for at least ten years from when the goods are brought into circulation or passed on and upon request issue them.

10. Choice of law and jurisdiction

- 10.1. The application of Austrian substantive law with the exclusion of the terms of Austrian international private law and of those of the UN Convention on Contracts for the International Sale of Goods (UNCITRAL) is agreed for all contracts concluded between Lichthaus Haid Ges.m.b.H. and its Customer and for all claims arising from the legally valid existence or non-existence of these contracts.
- 10.2. The application of Austrian substantive law with the exclusion of the terms of Austrian international private law and of those of the UN Convention on Contracts for the International Sale of Goods (UNCITRAL) is agreed for all contracts concluded between Neon Kunst Licht Haid GmbH and its Customer and for all claims arising from the legally valid existence or non-existence of these contracts.
- 10.3. The Innsbruck court with the relevant jurisdiction in such matters is agreed as the exclusive

place of jurisdiction for all legal disputes arising from any contract concluded or to be concluded between Lichthaus Haid Ges.m.b.H. and its Customer on the basis of these Conditions.

10.4. The Munich court with the relevant jurisdiction in such matters is agreed as the exclusive place of jurisdiction for all legal disputes arising from any contract concluded or to be concluded between Neon Kunst Licht HAID GmbH and its Customer on the basis of these Conditions.

10.5. However, HAID may also bring an action against the Customer at another domestic or foreign place of jurisdiction permitted by law.

11. Data processing

11.1. In the course of electronic data processing, all Customers' data relevant to the business relationships are stored, taking into account the Datenschutzgesetz (Data Protection Act). HAID is entitled to store, process and pass on this data to third parties.

11.2. The Customer is obliged to inform HAID of any changes to its residential or business address until such time as the legal business that is the subject of the contract has been entirely completed by both sides. If it fails to provide this information, notifications will also be deemed to have been received if they have been sent to the last address given.

12. Other terms

12.1. If for any reason whatsoever individual terms of these Conditions or of individual contracts concluded are or become invalid or if there is a gap in the terms, the other terms shall continue to be valid. In this event the invalid term shall be replaced or the gap filled by a valid term that comes as close as possible to the commercial purpose of the invalid term.

12.2. HAID may transfer all or part of its rights and duties to a third party at any time. Transfer by the Customer is only permitted with HAID's consent.

12.3. Legal remedies aimed at cancelling the contract as a result of lack of fulfilment of over half the value are excluded.