

GENERAL TERMS AND CONDITIONS

Valid from 1.9.2017

Regent Beleuchtungskörper AG

1. Scope

- 1.1 These General Terms and Conditions (T&C) shall apply to any legal relations between Regent Beleuchtungskörper AG, Dornacherstrasse 390, 4053 Basel (Regent) and its customers (the Customer) in connection with the delivery of products from Regent's product range (the Products) or the rendering of services by Regent (the Services) (the Agreement).
- 1.2 These T&C shall form an integral part of the Agreement between Regent and the Customer. Any provisions diverging from these T&C shall only be valid if Regent has accepted them explicitly and in writing.
- 1.3 Regent reserves the right to amend the T&C at any time. Any amendments shall be valid as of their notification to the Customer and shall apply to all Agreements following such notification.
- 1.4 There is a data sheet for each product, which may be viewed and downloaded at www.regent.ch/en/products (the Data Sheet). The respective Data Sheets shall form an integral part of the Agreement between Regent and the Customer and shall be binding.
- 1.5 The Customer's general terms and conditions, terms and conditions of purchase, tendering terms as well as any other contractual terms shall not be applicable. This shall also apply if the Customer's orders or other documents refer to such terms, if such terms are attached to such documents or if Regent is otherwise notified of such terms.

2. Conclusion of Agreement

- 2.1 Regent's quotations, prices, price lists, product descriptions, brochures, plans and other information are non-binding, may at any time be amended or revoked by Regent and do not constitute an offer but merely an invitation to the Customer to submit an offer.
- 2.2 The Customer's orders of Products or Services (the Orders) shall be deemed mere offers to Regent to conclude the Agreement.
- 2.3 The Agreement between the Customer and Regent is only concluded upon Regent's acceptance of the Order. Acceptance is generally effected by means of a written order confirmation by Regent (the Order Confirmation) or by signing a written Agreement between the Customer and Regent.
- 2.4 After conclusion of the Agreement, any amendment or cancellation of the Agreement may only be made by mutual consent of the Customer and Regent in writing.
- 2.5 The right to make technical changes to the Products within the scope of further product development shall be reserved.

3. Prices

- 3.1 Regent reserves the right to change all prices at any time.
- 3.2 To the extent that luminaires and lamps are sold separately, the prices for luminaires do not include lamps.
- 3.3 The prices do not include installation or fitting of the Products and are exclusive of VAT.
- 3.4 Regent charges statutory VAT on all prices. The VAT rate applicable at the time of conclusion of the Agreement shall apply.
- 3.5 Regent charges the Advance Recycling Fee (ARF) on all luminaires and lamps. The ARF rates and devices list of Stiftung Licht Recycling Schweiz (SLRS) current at the time of the conclusion of the Agreement, which may be viewed and downloaded at www.slrs.ch shall apply.
- 3.6 The following costs shall be at the expense of the Customer and owed by the Customer to Regent additionally.
 - (a) Costs for pallets that are not returned to Regent within one month of delivery;
 - (b) insurance costs, if required by the Customer;
 - (c) costs for disposal of packaging material;
 - (d) storage costs in case of delays in delivery caused by the Customer;
 - (e) costs incurred by Regent due to the Customer not or not correctly fulfilling its duty to cooperate and provide required goods and services;
 - (f) all costs arising out of any checks or inspections under the Ordinance on Low-Voltage Installations (Niederspannungs-Installationsverordnung = NIV); and
 - (g) costs for lighting designs created at the Customer's request.

4. Payment Terms

- 4.1 The Customer shall pay all invoices of Regent within 30 calendar days of the invoice date. Deductions from the invoice total, in particular cash discounts, must not be made.
- 4.2 The Customer shall not later than 15 calendar days from the invoice date complain to Regent about any mistakes in the invoice in writing and giving reasons; otherwise, the invoice shall be deemed accepted and the Customer shall owe to Regent the amount stated in the invoice.
- 4.3 If the Customer fails either to pay or to submit a written and substantiated complaint about an invoice by the due date, the Customer shall be deemed to be in default without the necessity of a reminder or a grace period.
- 4.4 If in default, the Customer shall owe to Regent default interest of 5% p.a. Regent shall be entitled to have the debt collected by a third party at the expense of the Customer.

As long as the default persists, Regent shall, moreover, be entitled to suspend any deliveries to the Customer under the Agreement or under any other transaction with the Customer. Regent's further statutory rights of default shall be reserved.

- 4.5 The Customer agrees that for the purpose of checking the Customer's creditworthiness, information on the Customer may be obtained from third parties and data concerning the Customer's payment history may be forwarded to third parties. Regent may set credit limits for the Customer and, in the event a credit limit is exceeded, suspend or only execute any deliveries under the Agreement or under any other transaction with the Customer against advance payment or security.
- 4.6 Title to the Products shall only pass to the Customer upon payment in full. Regent shall be entitled to enter the retention of title in the register at the Customer's place of domicile of residence.

5. Delivery

- 5.1 Regent shall be entitled to deliver the Products in partial shipments.
- 5.2 Unless otherwise agreed in writing, delivery shall occur ex works EXW (Incoterms 2010) from Regent's domicile (the Delivery).
- 5.3 Short, excess or wrong deliveries shall be notified to Regent within 5 work days of delivery in writing and giving reasons. Otherwise the delivery shall be deemed accepted.
- 5.4 The delivery times and dates indicated by Regent (in particular in quotations and Order Confirmations) are non-binding and may be subject to change. Regent shall be deemed to be in debtor's default after failing to fulfil the Agreement despite having been reminded by the Customer twice in writing. If Regent is in debtor's default, the Customer may only withdraw from the Agreement and reclaim from Regent any invoice amounts already paid. Any further liability by Regent for exceeding time limits or deadlines, in particular compensation for damages due to default, shall be excluded to the extent permitted by law.

6. Use of Subsuppliers, Subcontractors and Third Parties

- 6.1 Regent shall at its own discretion be entitled to use subsuppliers, subcontractors and other third parties for the performance of the Agreement.

7. Warranty

- 7.1 Regent warrants that
 - (a) Products will for two years after delivery; and
 - (b) LED lamps of the brand "Regent" (i.e. excluding an third-party LED lamps) will for five years after delivery be and remain free of flaws that evidently result from material defects, manufacturing errors or construction faults on the part of Regent, provided that
 - (i) the warranty is not excluded pursuant to clause 7.2;
 - (ii) the Customer has notified Regent of the defect in writing and giving reasons within 5 working days after delivery, except for defects that could not be detected by the Customer even upon careful inspection (Hidden Defects); and
 - (iii) in case of a Hidden Defect the Customer has notified such defect to Regent in writing and giving reasons within 5 working days after its discovery (the Warranty Claim).
- 7.2 Any warranty and guarantee on the part of Regent is excluded:
 - (a) for Products repaired, modified or mended by the Customer or third parties without Regent's written consent;
 - (b) if the Customer or third party did not observe installation or operation regulations, in particular if:
 - (i) while operating the Product limits for temperatures or voltages have been exceeded;
 - (ii) the Product was in a manner not as intended exposed to mechanical, physical, chemical or other strains;
 - (iii) the Product was operated outside of the specifications given on the Data Sheet; or
 - (iv) the Product was not maintained according to the maintenance schedule (the specific maintenance requirements depend on the lighting system, the luminaire, the light source and the devices used);
 - (c) for Products that were manufactured based on instructions, designs or models of the Customer or third parties contracted by the Customer and the defect was caused by a mistake in such instruction, design or model;
 - (d) for Product disruptions with a nominal failure rate not exceeding 0.2 % per thousand operating hours;
 - (e) for wear parts, such as emergency batteries, starters and lamps;
 - (f) for defects resulting from software viruses and malware;
 - (g) for reduced luminous flux of LED modules due to ageing.
- 7.3 In the event of a Warranty Claim, Regent will at its own option and discretion either
 - (a) repair the defective Product;
 - (b) deliver a flawless Product as replacement or an equivalent replacement product; or
 - (c) return to the Customer or waive payment of the difference between the price of the Product and its reduced value resulting from the defect or credit the same amount to the Customer for future purchases of Products.

If Regent opts for repair, the Customer shall at its own expense arrange for dismantling as well as shipping and transporting the defective Product to a place specified by Regent. In the event of replacement delivery, Regent shall have fulfilled its duty upon delivering a flawless Product or an equivalent replacement product.

- 7.4 Neither repair nor replacement shall result in an extension of the deadlines pursuant to clause 7.1, which shall in any event be calculated from the original date of delivery.
- 7.5 Any other warranty or guarantee rights of the Customer, in particular conversion, replacement and compensation, shall be excluded to the extent permitted by law. Regent may, in particular, not be held liable for the costs for dismantling, refitting and programming the Products or their parts as a consequence of defects.

8. Returns outside of Warranty Claims

- 8.1 Outside of Warranty Claims, the Customer shall be entitled to return samples and Products upon prior notification by the Customer (except for Products that were procured or manufactured at the Customer's request, which cannot be returned). Regent shall depending on the condition of the returned sample or Product and the period that has passed since delivery issue a credit in favour of the Customer for future purchases of Products. The following table shall apply:

Condition	Credit amount if time passed since delivery is (calendar days)				
	up to 30 d	31-60 d	61-90 d	91-120 d	over 120 d
Sample					
Sample is fine and in original packaging	100%	100%	60%	50%	0%
Sample not in original packaging/dirty/dusty	50%	50%	30%	20%	0%
Sample with paintwork damage/scratches/technical defects/incomplete	0%				
Lamps not in original packaging or used	0%				
Items bought from third parties at the Customer's request	0%				
Products					
Item is fine and in original packaging	80%	70%	60%	50%	0%
Item not in original packaging/dirty/dusty	50%	40%	30%	20%	0%
Item with paintwork damage/scratches/technical defects/incomplete	0%				
Lamps not in original packaging or used	0%				
Items bought from third parties at the Customer's request	0%				

- 8.2 The credit amount is calculated based on the net value of the returned sample or Product. Transport and shipping costs for returns shall be charged to the Customer. Cash payment of the credit is excluded.

9. Intellectual Property Rights and Trade Secrets

- 9.1 All intellectual property rights and ownership rights, in particular patents, copyrights, designs and trademark rights to the Products and Services (in particular work results) shall be the property of Regent. The same applies to custom-built products that Regent designed or manufactured for the Customer, even if this was done on the basis of instructions, designs or models of the Customer.
- 9.2 Both parties shall keep the trade secrets of the other party that are disclosed within the scope of fulfilling the Agreement or otherwise confidential and take adequate measures so that unauthorized persons do not become aware of trade secrets.

10. Services

- 10.1 The description of the type and scope of the Services to be rendered by Regent is set forth in Regent's project offer to the Customer (the Project Offer).
- 10.2 Subject to any other agreement in the Project Offer, the following services shall not be included in the prices of the Project Offer and must be paid by the Customer separately:
- costs for planning, transport, travel and shipping;
 - costs for materials, in particular spare parts, such as control units, luminaires, lamps, etc.
 - software upgrades and function extensions;
 - costs for use of connections, hardware rental and similar;
 - Services rendered outside of normal working hours (Monday to Friday, 6am-6pm); and
 - costs for correcting defects, except for Warranty Claims pursuant to clause 7.

- 10.3 Regent warrants that the Services will be rendered according to the Project Offer and diligently. Should there be a defect in the Services, the Customer shall object within 5 working days after receiving the respective Service, otherwise Regent will not assume any warranty or guarantee. If the Customer objects in due time, Regent shall at its own option and discretion either (a) remedy the respective Service; or (b) return to the Customer or waive payment of the difference between the price of the Service and its reduced value resulting from the defect or credit the same amount to the Customer for future purchases of Services. Any other warranty or guarantee rights of the Customer, in particular conversion, replacement and compensation, shall be excluded to the extent permitted by law.

11. Liability and Exclusion of Liability

- 11.1 Regent's liability, for whatever legal reason, in particular in contract, tort or for unjustified enrichment, in any event including liability for auxiliary persons, shall be excluded to the extent permitted by law.
- 11.2 Regent shall, in particular, not be liable for indirect or secondary damages (including damages resulting from cyber-security incidents, such as software viruses, malware and hacking), consequential damages, lost profit, lost revenue, lost savings, delay damages or damages in connection with warranties or guarantees.
- 11.3 If the provisions of clause 11.1 and/or 11.2 should be invalid, Regent's total liability for all events shall be limited to 50% of the price paid or to be paid by the Customer for the respective delivery or Services, exclusive of VAT.

12. Data Collection and Data Protection

- 12.1 Regent shall process the data of the Customer and its employees exclusively pursuant to the legal provisions, including the Federal Data Protection Act (DPA). Data is processed for the purpose of invoicing, execution of agreements, contacting the Customer and marketing, specifically to design and develop the needs-based offers of Regent.
- 12.2 The website of Regent uses various services and cookies that process the data of the Customer and its employees. Details can be found and downloaded at www.regent.ch/en/impressum

13. Miscellaneous

- 13.1 Any statement evidenced in text form, in particular by e-mail and facsimile, shall be deemed a written statement of a party. Such statements shall be deemed to have been delivered and taken note of at the time they are accessed by the addressee.
- 13.2 If any provision of these T&C should prove to be invalid or unenforceable, the validity and enforceability of the remaining parts of the T&C shall not be affected. The parties undertake in such case to replace the invalid or unenforceable part of the T&C by a valid and enforceable provision that is in content as close as possible to the original intent of the parties.
- 13.3 The Customer shall be prohibited from assigning claims out of or in connection with the Agreement with Regent. Any assignment in breach of the aforementioned provision shall be void. Regent shall be entitled to assign claims out of or in connection with the Agreement to third parties.
- 13.4 The Customer must not set off claims of Regent against counterclaims of the Customer. Regent shall be entitled to set off claims of the Customer against counterclaims of Regent.
- 13.5 All legal relationships between the Customer and Regent, including these T&C, shall be governed by Swiss law. The Vienna Convention on the International Sale of Goods shall not apply.
- 13.6 The courts at the domicile of Regent shall have exclusive jurisdiction to hear all disputes arising out of or in connection with the Agreement between the Customer and Regent. Alternatively, Regent shall be free to apply to the court at the place of domicile or residence of the Customer.