

## Sales- and Delivery conditions

### Definitions:

In the following "Resolux" covers Resolux ApS, Denmark, Resolux INC, USA, Resolux Windpower Lighting Equipment, China and Resolux do Brasil, Brazil.

### 1.0 Terms of use

The following general Sales- and Delivery conditions (the "SDC") shall apply for all agreements between Resolux and Resolux's customers ("Buyer"). The SDC shall apply in relation to all Resolux's services (including offers, sales, deliveries and deviation handling), and deviations must be explicitly agreed in writing between Buyer and Resolux.

The Buyer's general sales- and delivery conditions shall not apply.

Resolux reserves the right to change these SDC at any time. Resolux will give Buyer thirty (30) calendar days' notice of any changes by posting the new conditions on the website [www.resolux.dk](http://www.resolux.dk).

### 2.0 Orders quotation and confirmation

All quotations made by Resolux are open for acceptance within fourteen (14) calendar days from the date of issue unless otherwise specified therein and are subject to the availability of the goods offered. The Buyer is responsible for supporting Resolux with all relevant information such as technical specifications, drawings and other documentation relevant for preparing the quotation and eventually executing the order.

All purchase orders issued by Buyer shall, as a minimum, specify the type and quantity of goods requested, applicable unit prices, currency, delivery place, terms of delivery and requested delivery dates. No purchase order shall be binding to Resolux unless confirmed in writing by Resolux.

An order confirmation is only to be amended or modified subject to the written consent of Resolux.

Resolux is not responsible for misprints or errors of any kind in brochures, price lists, on the website or in other sales material.

### 3.0 Prices and payment terms

Payment shall be made in the currency stated in the order confirmation and invoice.

All prices are excluding VAT and other taxes, duties or governmental fees.

If any changes regarding exchange rate, material prices, freight, assurance, customs, taxes, labour wages etc. have occurred before the time of delivery, then Resolux is entitled to adjust the price accordingly.

A handling fee equal to DKK 300 will be charged on sales orders of a net value below DKK 2,000.

Unless otherwise agreed, payment must be made in accordance with the payment terms stated on the order confirmation and invoice. If payment is not made in time, then Resolux is entitled to calculate interest of 1.5% per commenced month from the due date. If Buyer fails to pay any invoice within seven calendar days of the due date, then Resolux may suspend the delivery of further orders or any remaining balance thereof until payment is made. If Buyer's credit limit is reduced at the discretion of Resolux, then Resolux may also require prepayment or security for future payments or terminate delivery of any orders or any remaining balance thereof by providing written notice of termination to Buyer within seven calendar days of the expiration of the grace period.

If Buyer fails to accept delivery at the agreed time, Buyer is also obliged to pay the debt as if delivery had taken place as agreed. Unless another written agreement exists, these conditions apply. Withholding of payment due to counterclaims of the Buyer is not allowed. This also applies if the Buyer objects to the shipment or claims deficient delivery.

### 4.0 Title to goods

Title to goods delivered shall remain vested in Resolux and shall not pass to Buyer until the goods have been paid for in full.

### 5.0 Return of goods

If the Buyer wishes to return goods delivered, such return can only be made as per prior agreement with Resolux and after Buyer has received a Return Sales Order confirmation.

Returned goods shall be returned packed in its original packing material including a delivery note referring to the Return Sales Order, and freight shall be paid by Buyer.

The credited amount will be reduced by minimum 15%.

Special purchased and/or produced products cannot be returned.

### 6.0 Product information

All information on weight, dimensions, capacity, price, technical- and other data listed in catalogues, prospects, circular, ads and image material which Resolux has presented to the Buyer is credible.

All products purchased from Resolux must be installed and used in accordance with 13.3 Installation and Maintenance Instructions provided by Resolux. The said instructions are available at [www.resolux.dk](http://www.resolux.dk) or can be requested at Resolux.

The Buyer shall ensure that the products are fit for the Buyer's purpose.

### 7.0 Delivery terms

Unless otherwise agreed, delivery terms for sales orders are – EXW (Incoterms 2010).

Agreed delivery clauses are always interpreted in accordance with Incoterms 2010.

Upon receipt of the Goods, the Buyer shall check the goods for any visible damages. If any damage is found for which Resolux is responsible, then Resolux must be notified in writing within 24 hours after receipt giving information of Resolux's sales order number and delivery note number.

Resolux will select packing materials for return, and if Resolux has to arrange shipment then Resolux will also select the transportation mode.

### 8.0 Delayed delivery

If Resolux becomes aware that a delay will occur, then Resolux shall without undue delay notify the Buyer in writing thereof stating the cause of the delay and, wherever possible, the time when delivery is likely to take place.

If Resolux has complied with the obligation stated above, then the Buyer shall have no further remedies as a consequence of the delay.

Buyer cannot object to partial delivery from Resolux.

### 9.0 Delays by Buyer

If the Buyer becomes aware that he will not be able to take delivery of the goods by the stipulated date – or if a delay on his part is likely to occur – he shall immediately notify Resolux in writing, stating the cause of delay and, wherever possible, the time when receipt is likely to be able to take place. Notwithstanding that the Buyer fails to take delivery of the goods at the stipulated time, he shall make any payment contingent upon delivery as if delivery of the relevant goods had taken place. Resolux shall make sure that the goods are stored for the Buyer's account and at the Buyer's risk. Upon the Buyer's request, Resolux shall insure the goods for the Buyer's account. Resolux shall have the right to call upon the Buyer in writing to take delivery of the goods within a time limit of fifteen (15) days. If the Buyer fails to do so within the same time limit for reasons that are not attributable to Resolux, Resolux shall be entitled to cancel the contract by written notice to the Buyer for such part of the goods ready for delivery that was not taken delivery of due to the Buyer's delay. In such case, Resolux shall have the right to demand compensation for any loss incurred due to the Buyer's failure to perform the contract.

### 10.0 Responsibility for defects

If the Buyer wishes to claim that the delivered products are defective, the Buyer must complain to Resolux immediately after the defect has been discovered. Resolux's responsibility shall in all circumstances cease if notice has not been received within 24 months after delivery. Resolux will as soon as possible, within normal working hours, repair or renew defective or unserviceable parts. The responsibility does not cover the consequences of misuse, negligent handling, lack of reasonable maintenance and care of the products or non-compliance with the 13.3 Installation and Maintenance Instructions, which is available at [www.resolux.dk](http://www.resolux.dk) or can be requested at Resolux. Furthermore, the responsibility does not cover light sources. If repairs are required, the goods have to be sent to Resolux for examination, repair, test and/or replacement and the Buyer shall be fully responsible for dismantling and re-mantling of the goods. All freight costs are paid by Buyer. The remedy stated above shall constitute the Buyer's entire remedies in case of non-compliant delivery, and the Buyer shall under no circumstances be entitled to terminate the order or claim direct or indirect damages or other financial compensation.

### 11.0 Warranty for delivery to the Danish construction industry

For goods to be used in the Danish construction industry, the notice period stipulated in clause 10 shall apply unless otherwise agreed in writing.

### 12.0 Product Liability

Resolux is only responsible for injuries if it can be proven that the damage is caused by either Resolux or others that Resolux is responsible for. Resolux is not responsible for damage to real estate or personal, and Resolux shall assume no liability beyond mandatory product liability law. Resolux is not responsible for operational losses, lost profits or other direct losses. To the extent Resolux may have to accept responsibility regarding third parties, the Buyer is obliged to keep Resolux free from any economic claims to the same extent as Resolux's responsibility is limited in accordance with this clause.

### 13.0 Limitation of liability

Resolux shall under no circumstances be liable for indirect or consequential damages such as loss of profit, loss of operations, loss of sales or loss of goodwill.

### 14.0 Force Majeure

The following circumstances will result in exemption from liability if they prevent performance of the agreement or make performance unreasonably onerous; labour disputes and any other circumstances beyond the control of the parties concerned, such as fire, war, mobilisation or military call-up of similar dimensions, requisition, confiscation, currency restrictions, civil unrest or riots, the absence of transport, general shortages of goods, restrictions in fuel, and defects or delays in deliveries from sub-suppliers. The party wishing to claim any cause of force majeure shall without delay inform the other party in writing about the beginning and end of such causes.

### 15.0 Applicable law and Jurisdiction

This SDC is construed in pursuance with and shall be governed by substantive Danish law. Any dispute arising out of or in connection with this SDC, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in pursuance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.