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## **GENERAL TERMS AND CONDITIONS OF SALE (GCS)**

These General Terms and Conditions of Sale, hereinafter referred to as GCS, apply to all our sales and constitute the sole basis of the business relationship between LAMP S.A.U (hereinafter referred to as LAMP) and the Buyer. Consequently, all orders placed imply the Buyer's full acceptance of these GCS.

### **1. Scope of application. Definitions**

The purpose of these GCS is to define the rights and obligations of the Buyer and LAMP in connection with the sale of Products offered by LAMP.

To this effect,

- Products: means the products listed in LAMP's successive catalogues in effect on the day of the order (hereinafter Standard Products) as well as Special Products outside the catalogue, especially designed and/or developed at the Buyer's request (hereinafter 'Special Products').
- Buyer: means the natural or legal person, entrepreneur or professional, who contracts with LAMP. All Products are solely intended for and reserved to **entrepreneurs and/or professionals. Consumers are excluded.**
- Parties: means LAMP and the Buyer
- Technical Data Sheet: the description of the specifications of each Standard Product and the corresponding tolerance.
- Special Product Proposal: includes, among others, the description of the specifications of each Special Product and the corresponding tolerance.

These GCS apply to all sales of Products unless a specific agreement has been agreed in writing between the Parties.

The mere fact that the Buyer places an order implies their full, complete, and unreserved acceptance, which prevail over any other term/s expressed in the Buyer's document/s and, in particular, over any general terms and conditions of purchase, unless an express derogatory agreement has been signed by the Parties. It also assumes that they have read the terms and conditions of the Product Datasheet of the Products included in the order.

The Buyer's acceptance of these GCS may be formalised by any means that certifies their consent, including, among others, and as an example the handwritten or electronic signature of the GCS preceded by the words 'read and accepted', a click to accept the GCS through the LAMP website or an exchange of e-mails.

Any document other than these GCS, including but not limited to catalogues, brochures, advertisements, notifications, is for informational and guidance purposes only, not contractual, and is subject to review at any time. LAMP reserves the right to make such modifications as it deems useful from time to time.

These GCS are available on LAMP's website, can be downloaded from [www.lamp.es](http://www.lamp.es) and are systematically sent or delivered to each Buyer, upon request, to enable them to place an order. These GCS or a reference to them also appear in the quotations and in the confirmations of orders placed by the Client.

### **2. Intellectual property.**

The Buyer undertakes not to perform any act likely to infringe LAMP's intellectual property rights, whether registered or not, or LAMP's *know how*, and not to question them or imitate the Products, directly or indirectly.

### **3. Orders, Confirmation, Confirmation effectiveness conditions.**

3.1 An order, submitted by any written means whatsoever, must refer to the Products and implies full and complete acceptance of these GCS. Once the order has been received by LAMP, it is irrevocable and may not be assigned to a third party, unless otherwise agreed in writing by LAMP.

LAMP reserves the right to accept or reject, in whole or in part, any order for any reason including, but not limited to, if the order does not conform to the criteria of these GCS; supply problems; the Buyer not honouring their obligations, etc. LAMP shall also have the option, prior to the acceptance of any order, even if it is in progress, to require the Customer to communicate to it its accounting documents, in particular profit and loss accounts, even provisional ones, enabling it to assess its solvency.

In no event shall an order be deemed to have been accepted by LAMP before the Buyer has indicated that they have read and accepted these GCS in their entirety and without reservation, by any of the means specified. Any deviation from what is defined in these GCS or in the product sheet for any product ordered must be notified by the buyer in a writing way.

3.2. In the event that an order is accepted, the Buyer shall receive by post or e-mail, an acknowledgement of receipt confirming the order with all the elements comprising the agreement (Products ordered, price, estimated delivery time,

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shipping costs, advance payment, if applicable, etc.). In case of partial acceptance, the Buyer shall receive by the same means a counter-proposal to the order received.

The Buyer must check the confirmation for the order submitted and the information contained in the Product Data Sheet within 72 hours.

Therefore, the confirmation effectiveness is subject to the acceptance of these GCS by the Buyer, within 72 hours for the Buyer's review as indicated, without any objections having been raised and, where applicable, the reception by LAMP of the required advance payment. Failure to comply with these requirements shall entitle LAMP, among others, not to deliver the Products, without the Buyer being entitled to claim damages.

The Buyer is and shall be solely responsible for the accuracy of the order and its confirmation, including specifications, configuration, or other requirements of the Products. They shall also be responsible for checking the functionality, compatibility with control systems and interoperability with other products not supplied by LAMP, as well as the suitability for a particular use. The Buyer warrants that the information and/or instructions provided to LAMP in the order are complete, accurate and thorough, and acknowledges and admits that any errors or omissions therefrom may impair and/or impede LAMP's ability to perform its obligations.

**3.3. The sales agreement shall not be terminated until LAMP's confirmation of the order becomes effective.**

**3.4. Any order for a Specific Product, which requires special manufacture, shall be the subject of an individual process to determine the feasibility of supply, price, estimated delivery time and other supply terms. These terms and conditions shall apply, except as expressly modified by mutual agreement between the Parties and in a writing way.**

### **3.5. Modifications. Cancellations**

The Buyer may not propose modifications or cancellations of orders.

If the Buyer cancels an order in violation hereof, the Buyer shall pay one hundred percent (100%) of the order amount, excluding taxes, as liquidated damages, and, insofar as it may exceed such amount, as a penalty clause. LAMP shall not be obligated to refund any advance payment received.

In the exceptional case that LAMP accepts an order modification proposed by the Buyer, this may, among others, involve the modification of the price and shall release LAMP from the agreed deadlines for its execution.

## **4. Delivery. Time. Place of Delivery. Transfer of risk and costs of the Products. Transfer of ownership. Receipt, Suspension, Advance payment.**

**4.1. Delivery times, communicated by LAMP in the order confirmation, are for guidance only and are not guaranteed. LAMP endeavours to respect the estimated delivery time indicated in the order acceptance, however, the delivery time shall depend on the manufacturing times of the Products by their manufacturer, the supply of raw material and/or other circumstances beyond LAMP's control and which have an impact on the estimated delivery time reported, such as, among others, strikes, adverse weather conditions, fires, storms, floods, epidemics, and supply difficulties.**

Consequently, the delay in delivery shall not give rise to any right to compensation or indemnification in favour of the Buyer, nor shall it justify the cancellation of the accepted order or the alteration of the terms of the sale and purchase, unless expressly agreed to the contrary.

Notwithstanding the foregoing, in the event of total non-delivery by the estimated date specified by LAMP in the order confirmation, the Buyer may cancel all or part of their order if delivery does not take place within thirty (30) days, counting from the formal notification sent to LAMP by e-mail with acknowledgement of receipt and confirmed by registered mail with acknowledgement of receipt, in which the Buyer communicates their wish to terminate the sale and purchase if the Products are not delivered within this additional period of thirty (30) days. Such termination shall not entail LAMP's obligation to pay damages and the Buyer shall be entitled to demand reimbursement of the advance payment, if any, from LAMP.

The additional term described herein shall be suspended for any event of force majeure, under the terms of section 13.

**4.2. Delivery is made under EX WORKS Incoterms version 2020.**

LAMP's notification regarding Product availability, indicating the number of packages, weight, and recipient shall constitute proof of delivery.

**4.3. The transfer of ownership over the Products shall only take place after full payment of the price, as well as interest and late payment charges, if any, by the Buyer, regardless of the date of delivery.**

Notwithstanding the foregoing, the risks and costs of all kinds relating to the Products purchased are transferred to the Buyer from the time of delivery and at the place of delivery, including in the cases in which LAMP has appointed the carrier and/or has advanced payment of the transport price on behalf of the Buyer (which shall then be re-invoice)

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to cooperate with the Buyer. Consequently, the Products always travel at the risk and expense of the Buyer, with full indemnity of LAMP.

**4.4.** Upon receipt at destination, the Buyer shall verify that the shipment is correct in terms of apparent defects or damage and quantity of the Products delivered and, and where applicable the buyer shall make all observations on the transport document upon goods reception and send a copy of the document to LAMP, all within the time limits provided for by the law applicable to the transport agreement.

Any Product shipment that has not been subject to observations for apparent damages or shortages at the time of receipt and communicated to LAMP by registered letter with acknowledgement of receipt within three (3) days after receipt at destination shall be deemed to have been received in conformity by the Buyer.

In case of apparent defects or shortages, reported in accordance with the provisions of these GCS, LAMP shall only be liable when it is proven that the apparent defect and/or shortages existed at the time of delivery at origin, in accordance with the EXW Incoterm.

The Buyer shall be responsible for providing all evidence regarding the existence of apparent defects and missing Products observed at the time of delivery and may not return any goods without the prior written consent of LAMP.

The costs and risk relating to the return and replacement of a Product with apparent defects, or the delivery of the missing Product shall be borne by the Buyer, unless it is established that the apparent defect or missing Product actually existed at the time of delivery at origin, in accordance with the EXW Incoterm. If LAMP confirms the existence of an apparent defect or missing Product at the time of delivery, the Buyer is entitled to request that LAMP replace the Products with apparent defects and/or to deliver the missing Products, at LAMP's expense, but not to claim any indemnity or compensation or the termination of the sale and purchase. In such cases, the carrier that shall carry out the return and, if applicable, the replacement, shall be at LAMP's choice and cost.

A claim made by the Buyer as described in this section does not suspend the Buyer's obligation to pay.

If the Buyer refuses or delays receipt of the Product, LAMP may contract its deposit with third parties, and may pass on its costs to the Buyer, who shall be liable for the risk of loss or damage to the Product and for payment of the Product price under the terms agreed in the order confirmation, as if the Product had been delivered. If the Buyer persists in such refusal or delay and upon five working days' notification, sent by e-mail with acknowledgement of receipt, LAMP may dispose of the Product to other Clients and claim damages from the Buyer.

### 4.5. Suspension of delivery(s)

LAMP reserves the right to suspend any current or future delivery in the event of total or partial non-payment by the Buyer of an overdue invoice, which has been claimed in writing without success, within 48 hours of the claim, or in those cases in which, once the order has been confirmed, LAMP has reasonable doubts about the solvency of the Buyer, in which case it may demand advance payment of the Products price before proceeding with the delivery, which in the meantime shall be suspended.

### 4.6. Delivery subject to advance payment.

On order confirmations subject to advance payment, or if LAMP has reasonable grounds to suspect payment difficulties on the part of Buyer after the order confirmation date, or if Buyer fails to present the same assurances as on the date of order acceptance, LAMP may condition delivery on:

- the provision by the Buyer of sufficient warranties in the opinion of LAMP, and/or
- the full or partial advance payment.

**4.7.** LAMP reserves the right to make partial deliveries, without this exempting it from making the complete delivery.

## 5. Product Returns.

Products may not be returned or replaced, except in the case of an apparent defect or missing product as indicated above in area 4. Notwithstanding the above, LAMP may exceptionally, upon written request from the Buyer, sent within the time period indicated below, accept the return of Standard Products, provided that such Products are marked in the catalogue with a ● (a blue dot) and meet the following terms:

- They are new, that is, unused.
- They are in their original packaging, in complete boxes, unopened and in good condition, as if they were a new product.
- They are not Special Products.
- They must not be damaged or have suffered any type of damage.

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The Buyer acknowledges and agrees that (i) LAMP is under no obligation to accept a return of Products, except in cases of apparent defect under the terms of section 4 and (ii) in any event, shall require LAMP's prior written consent. To that effect, the Buyer shall comply with the following conditions:

- They are up to date with their payment obligations.
- Proof that their original order was placed in writing.
- Request a return authorisation number from LAMP, which must be submitted within thirty (30) calendar days from the delivery date of the Products to be returned.
- Comply with all formal and deadline requirements described in this section.

Once the return has been authorised in writing by LAMP, the Products shall be returned to LAMP within thirty (30) calendar days from the receipt date of the return authorisation number, carriage paid and INCOTERM DDP to the address indicated by LAMP on the return authorisation.

LAMP's reimbursement of the returned Products' value shall be limited to 85% of the amount invoiced at the time of the Products being supplied.

Finally, LAMP hereby declares that under no circumstances shall it accept any return of Standard Products appearing in the price list marked with the symbols •• (two blue dots) and/or ••• (three blue dots) or Special Products.

Requests for payments arising from causes other than the returns described herein (price differences, shipping, errors, etc.) shall also be subject to the formal requirements and deadlines described in this section.

The risks relating to the return of the Products shall always be borne by the Buyer.

### **6. Rejection of Order(s) and/or delivery.**

LAMP may refuse the order and the supply of the corresponding Products, in the event that the Buyer has any outstanding payments, and without the Client being able to claim any compensation or indemnity of any nature whatsoever.

### **7. Price.**

The Current Price shall be applied to the sale of Standard Products.

The prices indicated in the order confirmation are expressed in Euros, in EXW terms and are net prices, that is, they do not include, among others, taxes, shipping or transport costs, but only and exclusively the standard packaging.

The price of Special Products is always subject to a prior price offer established by LAMP.

### **8. Payment. Term. Payment allocation. Non-payment and collection expenses.**

#### **8.1. Payment. Term. Payment allocation.**

Unless otherwise expressly agreed, the price of any Product supply must be paid in cash at the time of delivery. An invoice shall be deemed to have been paid only upon actual collection of its amount by LAMP or, as the case may be, its assignee. Any payment made by the Buyer shall be charged against the oldest invoice(s) due in full or in part. In the event of a dispute, payment of the price shall remain due.

#### **8.2. Non-payment**

Any amount, including taxes, not paid by the due date shall give rise automatically on accrual and the payment by the Buyer of default interest, calculated at the legal interest rate for late payment, plus 10 points, from the due date of the payment obligation and shall be debited to the Buyer's account.

LAMP reserves the additional rights to: (i) take the matter to the competent court in order to resolve this failure to comply; and/or (ii) suspend and/or cancel the delivery of confirmed orders in progress; and/or (iii) exercise the rights inherent to the reservation of title formulated and accepted in these GCS.

#### **8.3. Collection expenses**

Any delay in payment shall result in a minimum compensation in favour of LAMP, on a flat-rate basis, for collection expenses in the amount of forty (40) euros, *ipso jure* and without the need for prior notification. In addition, LAMP shall be entitled to claim additional compensation from the Buyer if the collection expenses actually incurred are higher than the aforementioned amount, upon presentation of supporting documents.

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### 9. Exercise of retention of title rights.

LAMP may exercise retention of title rights under these GCS (4.3.) for any of its claims, in particular all its Products held by the Buyer, which are presumed to be conventionally unpaid, and LAMP may take, return or reclaim them as compensation, as far as it goes, as far as it goes, for all its unpaid invoices, without prejudice to its right to terminate sales in progress.

The Buyer is entitled to resell the Products, subject to reservation of title, provided that they inform any sub-buyer thereof about the existence of LAMP's right of ownership and immediately inform LAMP of this sale, so that LAMP may retain its rights and exercise any claim on the resale price. This general resale authorisation is not valid, nor may it be invoked, in the event of bankruptcy or suspension of payment of the Buyer.

Finally, the Buyer undertakes to inform LAMP without delay of any intervention, seizure or claim by a third party likely to infringe its property rights over the Products, so that LAMP may object. Likewise, the Buyer undertakes to warn about LAMP's ownership of the Products in the act or proceeding that is taken at the time of the seizure or intervention that occurs.

### 10. Product ordered. Responsibility.

The Buyer is a professional, and as such is solely responsible for the choice of the Product requested in an order. Therefore, the Buyer is solely and exclusively responsible for ensuring, prior to use, that the Product ordered is suitable for the specific use for which it is intended and, where applicable, for the installation into which it is to be fitted, with full indemnity to LAMP.

In addition, any studies, plans and reports submitted by LAMP based on data provided by the Buyer are estimates and must be verified by the Buyer, as a professional, prior to placing an order.

LAMP shall in no event indemnify the Buyer or accept an order cancellation, following the Buyer's inability to use a purchased Product for any reason whatsoever.

### 11. Quality.

All products supplied by LAMP have, among others, CE marking and have been subjected to quality controls that guarantee their correct operation.

LAMP is constantly striving to improve its Products and therefore LAMP reserves the right to modify, delete or supplement its Products without prior notice and without this constituting grounds for claim.

### 12. Warranty.

**12.1. Material Scope.** Subject to the provisions of these GCS, the warranty covers the lack of conformity of the Products with: (i) order confirmation, (ii) the product specifications [indicated in the Technical Data Sheet for Standard Products and in the Proposal for Special Products and the respective tolerance and and with the additional warranty limitations also stated therein] and (iii) any hidden defect resulting from a material, design or manufacture defect affecting the Products delivered and rendering them unfit for use, provided that it has been recognised by LAMP. The warranty does not include in any case the suitability of the Products for the installation in which they shall be fitted, or their installation, or the use that shall be made of the Products ordered.

The photographs and descriptions accompanying the Products are purely for guidance and do not fall within the contractual scope, do not constitute an element on which a warranty claim can be based and do not entail any liability for LAMP. In no event shall LAMP be held liable for errors resulting from the processing of these photographs and descriptions.

For Products or parts which are not manufactured by LAMP itself, LAMP's warranty is limited to transferring the benefit of any warranty granted to LAMP by the manufacturer for such Product or part thereof to the Buyer.

**12.2. Term.** The Products are delivered with a contractual warranty for the period of time described in the Technical Data Sheet (consult on the WEB site) or in the Special Product Proposal.

**12.3. Limitation of Warranty.** LAMP's warranty is limited, to LAMP's sole option, to the replacement or repair on factory of defective Products, parts, components or pieces thereof, hereinafter the Defective Product. The warranty does NOT include, without limitation, the cost of labour involved in replacing the Defective Product and/or the new or Repaired Product, installation, assembly, disassembly, travel, transport of the Defective Product and the repaired or replacement Product, conservation of the Defective Product, food and lodging expenses, lifting or scaffolding devices, mileage, travel time or other expenses resulting from compliance with the warranty obligation, or compensation or indemnification of any nature whatsoever. These costs are the responsibility of the Buyer. Consequently, the Buyer may only claim, under the warranty, the replacement or repair of the Defective Product, which shall be at LAMP's choice. Nor may the Buyer claim payment deferrals, price reductions, compensations or indemnities or the termination of the sale and purchase.

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The risks and costs relating to the return of the Products and shipment of the repaired or replacement products shall always be borne by the Buyer.

Finally, LAMP may, if it wishes, choose to satisfy its liability arising from its warranty obligation by refunding the purchase price of the Product(s) and taking back the Defective Product(s).

LAMP may fulfil its warranty obligation directly itself or indirectly through third parties. Without the express agreement of LAMP, the Buyer: (i) shall refrain from intervening themselves or requesting the intervention of a third party to remedy or repair a potential defect and (ii) shall not proceed with the return of any Product until such return has been previously accepted in writing by LAMP.

The Product, piece thereof, component or replacement part may contain new materials of equivalent or better quality and functionality than the defective Product, piece thereof, component or replacement part. The dimensions and design of the Product, piece thereof, component or replacement part may also differ from those of the Defective Product.

The replacement of the Defective Product or its repair shall not have the effect of extending the duration of the warranty period.

**12.4 Warranty conditions.** The parties represent and agree that LAMP's warranty obligation shall only be enforceable if:

- (i) The conditions of installation and/or use of the Products and all the elements of which they are composed have been strictly observed, and
- (ii) The Products have been installed and used, during the entire warranty period, in accordance with LAMP's technical specifications and instructions for installation, and use, and
- (iii) the Products do not comply with their specifications, as defined at the beginning, applying the tolerance and conditions foreseen in this GSC, the Product Data Sheet and in the Special Product Proposal, and
- (iv) The Buyer has complied with the following obligations:
  - a) In the case of apparent defects, check the Products at the time of receipt and have made any claim, reservation, or protest regarding the lack of Products and/or apparent defects under the terms established in these GCS.
  - b) Notwithstanding the foregoing, the Buyer shall, under penalty of forfeiture of any action related to the warranty, inform LAMP, by e-mail with acknowledgement of receipt, confirmed by registered letter with acknowledgement of receipt, of any claim relating to a hidden (non-obvious) defect of the Product and falling within the scope of this warranty within a maximum period of thirty (30) days since the defect has been or should have been discovered.  
The letter must include: (a) reasonable proof as to the reality of the hidden defect(s) detected, - reserving LAMP the right to proceed, directly or indirectly, to any observation and/or on-site verification; (b) a description of the defect, (c) the volume of Products affected and (d) provide the invoice(s) and delivery note(s) documenting the supply of the Defective Products.
  - c) Implement the potential solutions indicated by LAMP.
  - d) Perform the correct maintenance of the Products and ensure the correct operation of all the elements used in connection with the Products.

**12.5. Exclusions and Limitations.** Without prejudice to any other exclusions or limitations contained in these GCS, the warranty excludes and shall NOT be enforceable in cases where the Product is defective due to:

- (i) improper installation or use, wilful damage, negligence or lack of supervision or maintenance by the Buyer.
- (ii) Wear and tear from normal use of the Product, part, or component (such as, but not limited to, lamps and batteries),
- (iii) Software failures, bugs, or viruses,
- (iv) Electrical discharges of a current or duration greater than
  - a) 1000 V between conductor and conductor ( L and N)
  - b) 1500 V between conductor and earth ( L and PE, N and PE)
  - c) as laid down in IEC 61000-4-5:2005-11
- (v) Unforeseeable, or if foreseeable, unavoidable events, such as unforeseen circumstances and/or force majeure, (including, but not limited to, electrical discharges from lightning)
- (vi) If the defective Product, part or component is not the one originally delivered by LAMP.
- (vii) Exposure to stresses or loads and/or mechanical stresses that do not conform to the specifications contained in the Technical Data Sheet or in the Special Product proposal or to the generally accepted use
- (viii) If the Product or any of its parts or components have been repaired, altered, replaced, adapted, sealed, tampered with or modified by the Buyer or any third party without prior written authorisation from LAMP.

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- (ix) In the case of electronic equipment, if the Products have not been installed with lamps/lights complying with the relevant IEC specifications in force at the time of purchase.
- (x) Sudden failure equal to or less than ten percent (10%) of the total number of LED semiconductors (rounded to the nearest unit) of a product during the warranty period;
- (xi) Sudden failure equal to or less than five percent (5%) of the total number of Drivers in LED luminaires (rounded to the nearest unit) of a product during the warranty period;
- (xii) If the Buyer fails to keep the Product, part or component that has proved to be defective in the condition in which it is found (including the lamp or luminaire) for as long as necessary for LAMP to carry out all necessary checks, in relation to the failures/hidden defects detected,
- (xiii) If the Buyer has not acted as a good professional, has not respected the rules of the profession and/or the standards in force or has not carried out the correct maintenance.
- (xiv) Damage caused by overvoltage, lightning, overload, connection error, disassembly, even partial disassembly, abnormal storage conditions or accidents resulting from negligence,
- (xv) Failures or defects in additional control systems not supplied by LAMP, such as remote management systems.
- (xvi) Parts, components and accessories added to the Product, and not supplied by LAMP, after delivery.
- (xvii) In addition, the warranty shall not be enforceable, in the following situations:
  - a) If the Buyer has not paid the price of the supply when due or if it is found to owe LAMP any amount in respect of another supply which is overdue.
  - b) Outdoor Products with usage in excess of the maximum annual average of 4,000 hours.
  - c) Operation of the Products in an ambient temperature range outside the temperature range between 20°C to 30°C.
  - d) Installation of the Products in corrosive environments, near the sea or in a chemical environment without having informed LAMP in writing when placing the order and/or without having followed the precautions indicated by LAMP, or without having followed the periodic maintenance actions indicated.

12.6. The warranty is in favour of the Buyer and is non-transferable.

12.7. The Buyer agrees that the warranties and warranty conditions set forth in these GCS apply to any purchase of Products between the Parties and are in lieu of any other express and/or implied warranties (other than title), including, without limitation, warranties of merchantability and fitness for a particular purpose, which are expressly excluded to the extent permitted by law.

12.8. Official photometric measurements may only be performed by LAMP or by an accredited laboratory, accepted by the parties, and following the protocol established by LAMP.

12.9. The Purchaser must place a new order to replace the defective or damaged product. LAMP shall proceed to pay the price once it has received the return of the defective product, following the analysis confirming that it is defective.

### **13. Force majeure.**

Cases of force majeure or unforeseen circumstances are considered to be those events beyond the control of the Parties, which could not reasonably be foreseen and which, if foreseen, could not be avoided, to the extent that their occurrence makes compliance with the obligations impossible.

Among others, the following are considered and assimilated to cases of force majeure or fortuitous events and which release LAMP from its obligation: strikes by all or part of the personnel of LAMP or its suppliers, fire, flood, war, revolution, insurrection, uprising, production stoppages due to accidental breakdowns, impossibility or difficulty to supply raw material, epidemics, thaw barriers, road blockades, strikes by third parties; interruptions in water, gas or electricity supplies for reasons not attributable to LAMP, as well as any similar case.

In such circumstances, LAMP shall notify the Buyer in writing, by e-mail with acknowledgement of receipt, as soon as possible after the force majeure event or unforeseen circumstances occur or of LAMP's knowledge thereof, with the agreement continuing in force and binding on the Parties, but suspended as of right without indemnification or compensation, from the date in which the force majeure event or unforeseen circumstances occurred.

If the event lasts more than 90 days from the date of its occurrence, the purchase and sale agreement entered into between the Parties may be terminated by the party not affected by the force majeure, without any of the Parties being able to claim damages for it. The termination shall take effect on the date of the first presentation of the registered letter with acknowledgment of receipt requesting the termination of the purchase and sale agreement.

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### **14. Unforeseen Changes.**

These GCS expressly exclude the legal contingency regime provided for by the '*rebus sic stantibus*' jurisprudence for the sale of Products to the Buyer. LAMP and the Buyer therefore each waive the right to request and obtain adjustments to the purchase and sale agreement, undertaking to fulfil their obligations and to bear all economic and financial circumstances, except in the cases provided for in section 13, relating to Force Majeure or Unforeseen Circumstances, even if the contractual balance is altered by unforeseen or unforeseeable circumstances at the time the purchase and sale agreement is concluded, even if their execution would be excessively onerous.

### **15. Applicable law and Jurisdiction.**

Any matter relating to these GCS, as well as to the sales governed by them, to the extent not covered by these GCS, shall be governed by Spanish law, excluding conflict of standard laws. These GCS are drawn up in Spanish. In the event that they are translated into one or more languages, the Spanish version shall prevail over the others for the purposes of interpretation or clarification.

Any dispute arising from the application of these GCS, their interpretation or their execution or arising from the sale agreements entered into by the Parties, shall be submitted to:

- (i) In the event that the Buyer is based in the European Union or in any country, which has concluded and has in force an agreement for the mutual recognition of court judgments, to the courts of Terrassa, regardless of where the order or the delivery, payment and method of payment are made, and even in the case of multiple defendants.
- (ii) In the event that the Buyer does not have their headquarters in the European Union or in any country, which has concluded and has a convention in force for the mutual recognition of court awards, but such country is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, regardless of where the order or the delivery, payment and method of payment are made, and even in the case of multiple defendants, the parties submit to the institutional arbitration of the International Chamber of Commerce, which is entrusted with the administration of the arbitration and the appointment of a single arbitrator.

Notwithstanding the foregoing, the Parties may request a court of their choice to establish precautionary, preliminary, or contemporaneous measures to the arbitration process, the practice of preliminary proceedings or preliminary evidence or securing of evidence, when in their opinion, such measures or practices are necessary to avoid irreparable damage, to preserve the status quo, to protect their rights or to prepare for the arbitration process.

The fact that any of the Parties requests the adoption of any precautionary measure or practice shall not affect the obligation of the Parties to initiate or continue to participate in good faith in the arbitration process. The arbitrator shall not award compensation or indemnities that have been excluded by the Parties. The applicable law to analyse the validity of this agreement is Spanish law.

- (iii) In all other cases, the courts of the Buyer's domicile shall have jurisdiction.
- (iv) As an exception to the foregoing, the courts of the drawee's domicile shall have jurisdiction for the execution of bills of exchange.

The conferral of jurisdiction is general and applies regardless of whether it is a main claim, an ancillary claim, an action on the merits, a summary or precautionary proceeding or an anticipated request for evidence.

In the event of any action being taken for debt collection by LAMP, the costs of summons, court costs or fees, as well as fees charged by lawyers, experts, solicitor or other officials or professionals involved in the process, those of the bailiff and all additional expenses (hereinafter referred to as Court Costs) shall be borne by the Buyer. Court Costs related to or arising from the failure to comply by any of the Parties of these GCS or the provisions of the applicable law shall or sales made thereunder shall be subject to the following conditions be borne by the breaching Party.

### **16. Disclaimer.**

The failure of the Parties to assert at any given time any of their rights under these GCS, shall not constitute a waiver of their right to assert such rights at a later date, unless the action is time-barred or has expired. Failure to comply or a delay by any of the Parties to enforce any provision of these GCS shall not constitute a waiver of such provision.

## GENERAL TERMS AND CONDITIONS OF SALE (GCS)

### 17. Data protection.

Each Party shall respect all applicable data protection rights, in accordance with the legislation in force in its country. LAMP SAU is the data controller, where appropriate, for the data collected for the signing, management and execution of agreements. Such data shall be kept for the time necessary for the execution of the agreement and in accordance with the provisions relating to the statute of limitations.

LAMP is authorised to communicate the data to subcontractors, located inside or outside the European Union. In accordance with applicable laws and regulations on data protection, the data subject may exercise their right of access to the data concerning them and rectify them by contacting LAMP by e-mail at the following address: [datos@lamp.es](mailto:datos@lamp.es).

### 18. Miscellaneous.

18.1. In the event that any of the provisions of these GCS, or any part thereof, are declared null and void by a court of competent jurisdiction by a final decision, the remaining terms of these GCS shall remain valid and enforceable. The parties agree here and now for the future that any clause declared void, due to its temporary extension and/or material scope, shall be automatically replaced by another of the same content, but with a valid temporary extension and/or material scope, depending on the applicable law.

In all other cases, the parties shall negotiate in good faith a mutually acceptable clause to replace any provision declared null and void, which must be in accordance with these GCS, so that its economic equilibrium is maintained, when this is altered by the declaration of nullity of one or more provisions. If no agreement is reached, these GCS by the competent court in the most respectful manner possible with attention to the relationship of rights and obligations detailed here.

18.2. Prices and conditions of sale are subject to correction in case of typographical or material error.

18.3. Confidentiality. Any know how, technical information, drawings, specifications or documents provided in connection with any agreement to which these GCS apply are confidential and the Buyer/Potential Client shall not disclose them to any third parties or use them, without the prior written consent of LAMP, for any purpose other than a potential purchase of Products from LAMP.

18.4. Safety: As far as can be considered reasonably feasible, LAMP has ensured that the Products have been designed and manufactured to be safe and without risk to health when properly installed and used in accordance with the specifications provided by LAMP. The Buyer is liable for any risk to the health or safety of persons in connection with the Products under their possession or control and must ensure that persons using, carrying out maintenance or handling the Products receive appropriate training and safety information.

18.5. Compliance with mandatory standards. It is the Buyer's responsibility, before placing an order, to verify whether the Products comply with all mandatory standards of any kind in the country where they are to be installed or used, in particular standards relating to health, safety, packaging and the environment, and to place the order only after verifying compliance and adjustment of the Products with such standards. Consequently, the Buyer is exclusively liable for the failure to comply with any standard related to Products. In no event and under no circumstances, whatever they may be, shall LAMP be liable for any failure to comply with the mandatory standards in the country where the Products are used or installed and, if applicable, shall be entitled to claim from the Buyer all damages suffered by LAMP as a result of any potential failure to comply with such regulations.

### 19. Limitation of Liability.

LAMP's liability for failure to comply with agreements performed under these GCS, other than the warranty obligation which is governed by its own terms and limitations, is limited to direct damages and does not include and, therefore, in no event shall LAMP be liable nor shall it indemnify or compensate on account for loss of profits or consequential and/or indirect damages of any nature whatsoever (including, without limitation, loss of profit, loss of clients or business opportunities) incurred by the Buyer or any third party in connection with the supply of the Products. LAMP's general liability shall expire within one (1) year from the effective date of delivery. LAMP's total and aggregate liability in respect of the contractual duties is limited, at most, to the price in the specific sale agreement of the Product(s) giving rise to the liability. To this effect, each supply of Products is considered a separate agreement.

In no event shall LAMP be liable to the Buyer or any third parties for any acts or supplies made on the basis of any misleading, erroneous, incomplete, untruthful or false or careless information supplied to it, directly or indirectly, by the Buyer.

## GENERAL TERMS AND CONDITIONS OF SALE (GCS)

### 20. Different stipulations.

The express written acceptance by LAMP and the Buyer of certain stipulations other than those provided for herein shall not derogate from the other clauses of these GCS that are not affected by such other stipulations.

### 21. Buyer's Acceptance.

These GCS and the technical specifications of the Products ordered are accepted by the Buyer, who declares and acknowledges having read them, accepted them, and renounces, by this fact, to rely on any contradictory or summary document and, in particular, his own general terms and conditions of purchase.