

GENERAL TERMS AND CONDITIONS OF SALE

Distribution of Lighting Solutions

Version effective as of 15.04.2026

CONTRACTUAL DOCUMENT

I - SCOPE

These General Terms and Conditions of Sale (hereinafter "GTC") govern all commercial relationships between GOGASI SA (hereinafter the "SUPPLIER") and its professional or private clients (hereinafter the "CLIENT"), for any sale of luminaires, lighting components, light sources, equipment and related accessories (hereinafter the "GOODS"), as well as for any consulting services, lighting studies or lighting system configuration services (hereinafter the "SERVICES").

These GTC prevail over any document issued by the CLIENT, in particular its general terms of purchase, unless expressly agreed otherwise in writing by the SUPPLIER. Any order implies full and unconditional acceptance of these GTC.

II - OFFERS AND ORDERS

All offers, catalogues, price lists, product sheets and any commercial documents of GOGASI SA are provided for information purposes only and are non-binding. They may be modified at any time, in particular due to changes in manufacturers' product ranges.

An order becomes firm and final only upon written confirmation by the SUPPLIER (signed order form, confirmation by email or commencement of performance). The SUPPLIER reserves the right to refuse any order without having to justify its decision.

Any modification or cancellation of an order by the CLIENT must be notified in writing. It shall only be accepted with the express consent of the SUPPLIER and may give rise to cancellation fees.

III - PRICES AND PAYMENT TERMS

A) Prices

Prices are net, excluding VAT, ex-warehouse of the SUPPLIER, with transport and packaging costs charged additionally unless otherwise agreed in writing. They are expressed in Swiss francs (CHF) and are valid on the date of the order.

The SUPPLIER reserves the right to revise its prices at any time, in particular in the event of changes in supply costs, customs duties, or exchange rate fluctuations. The applicable prices are those in force on the date of order confirmation.

B) Payment terms

Unless otherwise agreed in writing, invoices are payable within 30 days from the date of invoice, without discount. Payments are deemed made on the date the funds are effectively credited to the SUPPLIER's bank account.

For any first order or any CLIENT whose creditworthiness has not been established, the SUPPLIER reserves the right to require advance payment or a bank guarantee prior to shipment.

C) Late payment

In the event of late payment, the SUPPLIER is entitled, from the due date of the invoice and without prior notice (Art. 102 para. 2 CO), to charge default interest at the statutory rate of 5% per annum (Art. 104 CO), as well as any recovery costs actually incurred.

The SUPPLIER reserves the right to suspend any delivery or ongoing order in the event of unpaid overdue amounts.

D) Retention of title

The SUPPLIER retains full ownership of the GOODS delivered until full payment of the price. In case of non-payment, the SUPPLIER may repossess the GOODS and terminate the contract by registered letter.

The CLIENT undertakes not to resell, transform or incorporate the GOODS until full payment has been made.

IV - DELIVERY

A) Delivery times

Delivery times are given for information purposes only. The SUPPLIER will endeavor to comply with them but shall not be held liable for delays caused by circumstances beyond its control, including:

- Stock shortages or delays imposed by manufacturers or suppliers
- Delay by the CLIENT in providing necessary information
- Force majeure events: strikes, fire, weather conditions, epidemics, component shortages, government restrictions
Any delivery delay shall not give rise to order cancellation or compensation, except in cases of gross negligence by the SUPPLIER.

B) Receipt and inspection

The CLIENT must verify the condition and conformity of the GOODS upon receipt.

Any reservation regarding an apparent defect, missing item or visible non-conformity must:

- Be notified in writing to the SUPPLIER within 5 calendar days from receipt (Art. 201 CO)
- Be accompanied by photos and a detailed description After this period, the GOODS shall be deemed accepted regarding apparent defects. Hidden defects must be reported immediately upon discovery.

C) Transfer of risk

The risks of loss and damage to the GOODS are transferred to the CLIENT upon handover to the carrier (EXW SUPPLIER warehouse - Incoterms 2020), unless otherwise agreed in writing.

V - WARRANTY

The GOODS are subject to the legal warranty provided by Articles 197 et seq. CO. A contractual warranty of 2 years applies from the date of delivery, unless a longer manufacturer warranty exists.

The warranty covers defects in materials and workmanship under normal conditions of use. It does not cover:

- Improper use or incorrect installation
- Normal wear and tear, accidental damage or third-party damage
- Modifications made without prior written consent In case of a covered defect, the SUPPLIER may, at its sole discretion, repair, replace or refund the GOODS.

VI - LIABILITY

The SUPPLIER's liability is limited, for all causes, to the net amount of the order concerned.

Any liability for indirect damages (loss of profit, business interruption, data loss) is excluded to the extent permitted by Swiss law, except in cases of intent or gross negligence (Art. 100 CO).

VII - INTELLECTUAL PROPERTY

All intellectual property rights relating to GOODS, lighting studies, configurations, plans, documentation and software remain the exclusive property of the SUPPLIER or its partners.

VIII - CONFIDENTIALITY

Both parties undertake to keep confidential all non-public information exchanged and to use it solely for contract execution. This obligation remains valid for 3 years after termination.

IX - DATA PROTECTION

Personal data is processed in accordance with the Swiss Federal Data Protection Act (nLPD) and, where applicable, GDPR.

X - AMENDMENTS

GOGASI SA reserves the right to modify these GTC with 30 days' notice.

XI - FINAL PROVISIONS AND APPLICABLE LAW

Swiss law applies. Jurisdiction: Geneva courts.