

Glamox General Terms and Conditions for sale of products and services

PART I: GENERAL PROVISIONS

1. APPLICABILITY OF THE CONDITIONS

1.1 These Conditions apply exclusively to all sales of Products and/or Services by Glamox.

1.2. These Conditions consist of five parts whereof Part I applies to both Products and Services, Part II applies to Products, Part III applies to Glamox Professional Services, Part IV applies to Glamox Cloud Access Service, and Part V includes Special Conditions which apply depending on which Glamox entity is party to the Contract.

1.3 Any variation to the Conditions, including, if applicable, terms or conditions endorsed on, delivered with, or contained in Buyer's order, specification, or in any other document, and any representations about the Deliverables, shall have no effect unless expressly agreed in writing and signed by an authorized manager of Glamox.

1.4 Buyer acknowledges that it does not rely on any statement, promise, or representation made or given by or on behalf of Glamox which is not set out in the Contract.

1.5 In case of an ongoing business relationship, the Conditions applicable at the time of Contract applies regardless of lack of a specific reference.

2. DEFINITIONS

2.1 The following capitalized terms shall have the meaning assigned to them when used herein:

"Affiliate" means, with respect to a legal entity, another legal entity that, directly or indirectly, controls, is controlled by or is under common control with said legal entity. For the purpose of this definition the term "control" shall mean the direct or indirect ownership of more than 50% of the issued share capital of the legal entity in question.

"Base Brands" means the trademarks Glamox, Norselight, Aqua Signal, Luminell, Luxo, Luxonic, ES-System and Küttel.

"Buyer" means the entity who purchases the Deliverables from Glamox.

"Conditions" means the general terms and conditions set forth herein.

"Contract" means the contract between Glamox and Buyer for the sale and purchase of Deliverables, either in the form of a separate contract document or an Order Confirmation, in both cases incorporating these Conditions.

"Data Protection Legislation" means applicable data protection and privacy laws and regulations.

"Day" means a day in which normal business operations are conducted in the country of the Glamox entity that is party to the Contract (excludes weekends and public holidays).

"Delivery Date" means the date of delivery agreed in the Contract, if applicable.

"Deliverables" means the Products and/or Services as detailed in the Contract.

"End-User" means the legal entity who has lawfully obtained possession of the Deliverables (if not the Buyer), typically the Buyer's customer or a later legal successor.

"Export Control Laws and Regulations" means export control laws and regulations applicable in the UN, US, EU, Norway and/or in the country of the Glamox entity that is party to the Contract.

"Glamox" means Norwegian legal entity Glamox AS with

company registration number 912007782 or the Glamox AS' Affiliate specified in the Contract.

"Glamox Cloud Access Service" means running cloud access as detailed in the Contract that enable Buyer's (or End-User's) remote operation and/or monitoring of Buyer's (or End-User's) smart light management systems and/or emergency light systems.

"Glamox Professional Services" means Light Services and Subscription Services.

"Light Services" means services such as light design, light calculations, training, commissioning and inspections as detailed in the Contract.

"LMS components" means individual Products sold by Glamox as part of a light management system.

"Order Confirmation" means Glamox' written confirmation of Buyer's order.

"Party" or "Parties" means each of Glamox and Buyer individually, or Glamox and Buyer together.

"Products" means any products, including goods, components, and parts, agreed in the Contract to be supplied by Glamox to Buyer.

"Product Price" means the price (excl VAT and other taxes) to be paid by Buyer to Glamox for a Product as stated in or inferred from the Contract.

"Services" means Glamox Cloud Access Service and Glamox Professional Services.

"Service Charge" means the price (excl VAT and other taxes) to be paid by Buyer to Glamox for a Service as stated in or inferred from the Order Confirmation.

"Special Conditions" means the provisions in Part V of these Conditions which shall apply depending on which Glamox entity is party to the Contract.

"Subscription Services" means remote subscription services such as remote monitoring and online support as detailed in the Contract.

"Trade Control List" means any list of sanctioned individuals, organizations or entities adopted, maintained or enforced under any sanctions laws or regulations applicable in the UN, US, EU, Norway and/or in the country of the Glamox entity that is party to the Contract.

"Total Product Price" means the total price (excl VAT and other taxes) to be paid by Buyer to Glamox for all Products as stated in or inferred from the Order Confirmation.

2.2 In addition to the definitions in this chapter 2, there are definitions that apply specifically to Glamox Cloud Access Service in clause 25.1. Also, terms may be defined as needed in individual clauses.

3. INTERPRETATION

3.1 A reference to a law includes any later amendment and replacement of such law.

3.2 Words in the singular include the plural, words in the plural include the singular, and a reference to one gender includes the other gender.

3.3 Headings do not affect the interpretation of these Conditions.

3.4 References to writing and written include any mode of reproducing words in a legible and non-transitory form including e-mail.

4. ORDERS AND ORDER CONFIRMATIONS

4.1 Buyer's order shall be in writing. Glamox shall without undue delay confirm the order with an Order Confirmation provided the Deliverables are part of Glamox' current range of Deliverables. Other orders will be confirmed subject to the time required to fulfil Buyer's request.

4.2 Should the Order Confirmation not correspond with Buyer's order, Buyer must notify Glamox in writing within three (3) Days of receipt of the Order Confirmation and Glamox shall thereupon issue a new Order Confirmation. If Buyer fails to notify Glamox of any such discrepancies within said timeframe, Buyer will be bound by the Order Confirmation.

5. PRICE

5.1 The Product Price quoted by Glamox is EX WORKS unless otherwise agreed in writing. Additional costs such as shipment, insurance, and customs duties imposed will be charged separately.

5.2 The Service Charge may be quoted as a fixed price, per unit, and/or by the hour/month/year. Additional costs such as necessary travel, expenses, equipment, insurance, and other duties imposed will be charged separately.

5.3 Subject to notice to Buyer, Glamox reserves the right to adjust the Product Price for Products not yet delivered and to adjust the Service Charge for Services not yet performed (i) to reflect increase of costs, including costs related to raw materials, manufacturing, distribution, and labor, of five percent (5 %) or more since the date of the Order Confirmation, (ii) to reflect foreign exchange rate fluctuations of five percent (5 %) or more since the date of the Order Confirmation, and (iii) for all Contracts with duration longer than twelve (12) months, as of 1st January each year, to reflect increase of the consumer price index applicable in the country of the Glamox entity that is party to the Contract compared to twelve (12) months earlier.

5.4 If a price adjustment according to clause 5.3 results in more than ten percent (10 %) increase of the total price to be paid for Products and Services compared to what otherwise follows from the Contract, Buyer shall have the right to terminate the Contract.

6. PAYMENT

6.1 Buyer shall pay each invoice within the invoice's due date and according to the payment terms stated in the Contract.

6.2 Subject to payment terms agreed according to clause 6.3, Glamox has the right to invoice Buyer on or at any time after delivery.

6.3 Payment terms for Products and Light Services shall be either (i) deferred payment, (ii) deferred payment up to a credit limit above which Buyer must pay the outstanding balance or provide collateral acceptable to Glamox, or (iii) advance payment. Payment terms for Glamox Cloud Access Service and Subscription Services shall be annual advance payments. Glamox is entitled to verify the financial situation of Buyer before deciding the payment terms.

6.4 Buyer has no right to make any deductions or to exercise any right of retention, counterclaims or set offs against Glamox' invoice unless based on a valid court order or similar legal basis.

6.5 In the event any payment being overdue, Glamox shall be entitled to claim interest in accordance with the act relating to interest on overdue payments applicable in the country of the Glamox entity that is party to the Contract. All debt collection charges, including legal fees, shall be at the expense of Buyer.

6.6 In case instalment payments have been agreed, any default from Buyer in fulfilling the payment terms shall cause the total outstanding amount to become due immediately without any further notification.

6.7 Glamox may hold back delivery or parts thereof if (i) Glamox, in its sole opinion, suspects that Buyer may not be able to fulfil any of its obligations including its payment obligations, (ii) Buyer delays payment of any amount due to Glamox, or (iii) Buyer has exhausted the credit limit granted by Glamox and failed to

pay the outstanding balance or provide collateral acceptable to Glamox.

7. FORCE MAJEURE

7.1 The obligations of either Party shall be suspended to the extent that such performance is impeded or made unreasonably onerous by an occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering the Contract and could not reasonably have avoided or overcome it or its consequences ("Force Majeure"). Force Majeure includes, but is not limited to, industrial disputes, fire, extreme weather, pandemics, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to above whether occurring prior to or after the formation of the Contract.

7.2 The Party that claims to be in a Force Majeure situation shall notify the other Party in writing without undue delay when the circumstance starts and when it ends. If Force Majeure prevents Buyer from fulfilling its obligations, Buyer shall compensate Glamox for expenses incurred in securing and protecting the Deliverables.

7.3 If the Force Majeure situation continues uninterrupted for more than six (6) months, each Party shall have the right to terminate the Contract by written notice to the other Party.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Any and all intellectual property rights, including but not limited to innovations, patents, design rights, copyrights, brands, trademarks, and proprietary information, whether registered, registerable or not, in and to the Deliverables, including in any embedded software, and in any technical information, documentation and/or drawings, relating to the Deliverables, including any modifications, changes, improvements, and updates, shall vest at all times in and be the sole and exclusive property of Glamox AS, its Affiliate or its third-party licensors (as applicable).

9. EXPORT CONTROL AND SANCTIONS

9.1 Buyer represents and warrants that neither Buyer nor, if applicable, the End-User for which the Deliverables are procured, will use, export, import, sell, transfer, assign or otherwise dispose of the Deliverables in a manner which will result in breach of Export Control Laws and Regulations. Any attempt or execution of any such action by Buyer or said End-User shall be regarded as a material breach of the Contract and Glamox shall have the right to terminate the Contract with immediate effect.

9.2 Buyer represents and warrants that neither Buyer nor, if applicable, the End-User for which the Deliverables are procured, or any Affiliate, director, executive, officer, representative, or beneficial owner of any of the foregoing, is listed on a Trade Control List. If at any time changes during the course of the Contract, Buyer undertakes to immediately notify Glamox in writing. In the event any of the said entities or individuals is or becomes listed on a Trade Control List, this shall be regarded as a material breach of the Contract and Glamox shall have the right to terminate the Contract with immediate effect.

9.3 If requested by Glamox, Buyer shall inform Glamox of the Deliverables' destination. If the Deliverables are procured for a specific End-User, Buyer shall upon Glamox' request inform Glamox of the End-User's identity and country of business.

10. DATA PRIVACY

10.1 To maintain their obligations under the Contract, each Party will process personal data, such as name, title and contact info, about the other Party's employees. For the purpose of installation and commissioning, personal data processed by Glamox may also include Buyer's or End-User's employees' login data to Glamox' online installation and commissioning support.

10.2 If the Glamox entity that is party to the Contract is based in the European Economic Area, the legal basis for Glamox'

processing is Regulation (EU) 2016/679 article 6f or, if Buyer is a sole proprietorship, Regulation (EU) 2016/679 article 6a. Further information about Glamox' processing of personal data is provided in Glamox' Privacy Notice.

10.3 Each Party has internal procedures that ensure secure and lawful processing of personal data in accordance with Data Protection Legislation.

11. INDEMNIFICATIONS

11.1 Glamox shall indemnify Buyer from and against any and all claims in respect of (i) loss of or damage to property of Glamox or of an Affiliate of Glamox ("Glamox Affiliate") whether owned, leased or otherwise provided by Glamox or Glamox Affiliate; and (ii) personal injury including death or any form of illness, disorder or disease whatsoever (mental, physical or otherwise) to any employee or contractor of Glamox or Glamox Affiliate; and (iii) any indirect, subsequent, incidental or consequential damage or loss arising out of or relating to the Contract, including but not limited to loss of profits, loss of business, loss of revenue, loss of data or interruption of production or operations, and loss of reputation, suffered by Glamox or Glamox Affiliate arising from, relating to or in connection with the Contract.

11.2 Buyer shall indemnify Glamox from and against any and all claims in respect of (i) loss of or damage to property of Buyer or of an Affiliate of Buyer ("Buyer Affiliate") whether owned, leased or otherwise provided by Buyer or Buyer Affiliate; and (ii) personal injury including death or any form of illness, disorder or disease whatsoever (mental, physical or otherwise) to any person who is an employee or contractor of Buyer or Buyer Affiliate; and (iii) any indirect, subsequent, incidental or consequential damage or loss arising out of or relating to the Contract, including but not limited to loss of profits, loss of business, loss of revenue, loss of data or interruption of production or operations, and loss of reputation, suffered by Buyer or Buyer Affiliate arising from, relating to or in connection with the Contract.

11.3 The indemnifications provided in clause 11.1 and clause 11.2 shall not apply in case of claims, damage or loss caused by (i) the otherwise indemnified Party's willful misconduct or gross negligence, or by (ii) a breach of chapter 8, 27 or 35.

12. LIMITATION OF LIABILITY

12.1 Except as expressly stated elsewhere in the Conditions, Glamox' liability for claims, losses, and damages whatsoever and howsoever arising out of or in relation to the Contract, regardless of whether such claims, losses or damages are caused or contributed by Glamox' negligence, breach of duties, including breach of warranty and breach of contract, tort or otherwise based on law, shall be limited to claims caused by Glamox' gross negligence or willful misconduct.

12.2 Notwithstanding anything to the contrary, Glamox' total liability for claims, losses, and damages arising from, relating to or in connection with Glamox' sale of Products, regardless of whether such claims, losses or damages are caused or contributed by Glamox' negligence, breach of duties, including breach of warranty and breach of contract, tort or otherwise based on law, shall be limited to the Total Product Price.

12.3 Notwithstanding anything to the contrary, Glamox' total liability for claims, losses, and damages arising from, relating to or in connection with Glamox' provision of Glamox Cloud Access Service, regardless of whether such claims, losses or damages are caused or contributed by Glamox' negligence, breach of duties, including breach of warranty and breach of contract, tort or otherwise based on law, shall be limited to six (6) months Service Charge for the Glamox Cloud Access Service.

12.4 Notwithstanding anything to the contrary, Glamox' total liability for claims, losses, and damages arising from, relating to or in connection with Glamox' provision of Light Services shall be limited to twenty-five percent (25 %) of the Service Charge for the Light Services.

12.5 Notwithstanding anything to the contrary, Glamox' total liability for claims, losses, and damages arising from, relating to

or in connection with Glamox' provision of Subscription Services shall be limited to six (6) months Service Charge for the Subscription Services.

12.6 Glamox shall, to the extent permitted by applicable law, have no liability for personal injuries or property damage caused by the Products.

12.7 Except as expressly follows from chapter 21, Buyer's right to claim compensation for damages and losses suffered by Buyer arising from, relating to or in connection with the Contract, shall expire twelve (12) months after the Deliverables were delivered.

13. CANCELLATION

13.1 Once a Contract has been concluded, Buyer may not cancel any order (whether prior to or subsequent to the actual delivery of the Deliverables) or return the Products (except as specifically agreed) without the prior written consent of Glamox. Glamox may withhold or grant consent at its discretion.

14. TERMINATION AND SUSPENSION

14.1 If Buyer becomes subject to any of the events listed in (i)-(v), Glamox may terminate the Contract with immediate effect by giving written notice to Buyer:

i. Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts.

ii. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Buyer or for the appointment of an administrator over Buyer.

iii. a creditor or encumbrancer of Buyer attaches or takes possession of, or a distress, execution or other such process is levied or enforced on, the whole or any part of Buyer assets and such attachment or process is not discharged within two weeks.

iv. any event occurs, or proceeding is taken, with respect to Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i)-(iii)

v. Buyer's financial position deteriorates to such an extent that in Glamox' opinion Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.2 Without limiting its other rights or remedies, Glamox may suspend provision of the Deliverables under the Contract or any other contract between Buyer and Glamox if Buyer becomes subject to any of the events listed in clause 14.1, or Glamox reasonably believes that Buyer is about to become subject to any of them, or if Buyer fails to pay any amount due under this Contract on the due date for payment.

14.3 On termination of the Contract for any reason Buyer shall immediately pay to Glamox all of Glamox' outstanding unpaid invoices and interest.

14.4 Termination of the Contract, howsoever arising, shall not affect any of the Parties' rights, remedies, obligations and liabilities that have accrued as at termination.

14.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

15. ASSIGNMENT AND SURVIVAL

15.1 Neither Party may assign the Contract to another legal entity without the other Party's prior written consent except that Glamox may assign the Contract to any of its Affiliates without the consent of Buyer. Glamox may also assign the receivables under the Contract to another legal entity without the consent of Buyer.

15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

16. GOVERNING LAW AND VENUE

16.1 The Contract shall be governed by and construed in accordance with the laws of Norway without regard to any conflict of law principles.

16.2 Any dispute arising out of or in connection with the Contract shall be finally settled by the courts of Norway. The Parties submit to the exclusive legal venue of Oslo city court. Glamox may, however, at its sole discretion, institute legal proceedings against Buyer at any applicable legal venue.

PART II: PRODUCT SPECIFIC PROVISIONS

17. DELIVERY OF PRODUCTS

17.1 Any agreed delivery term shall be construed in accordance with the INCOTERMS in force at the formation of the Contract.

If no other delivery term has been specifically agreed, delivery shall be EX WORKS at Glamox' warehouse (designated in the Order Confirmation) and delivery shall be deemed made when the Products have been made available to Buyer.

17.2 Risk of loss of or damage to the Products shall pass to Buyer on delivery, even if Glamox agrees to perform additional services, such as arranging transportation of the Products at Buyer's risk and expense.

17.3 Glamox shall deliver the Products on Delivery Date. If for any reason Buyer fails to accept delivery of the Products on Delivery Date, or if Glamox is unable to deliver the Products on Delivery Date because Buyer has not provided appropriate instructions, documentation, permissions and/or advance payments (if applicable), the Products shall be deemed to have been delivered and the risk in the Products (including risk for loss or damage caused by Glamox' negligence) shall pass to Buyer. Glamox may store the Products whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). If not otherwise agreed the costs for storage shall be zero-point-five percent (0.5 %) of the Total Product Price per commenced month. Glamox shall be entitled to resell the Products in the event that Buyer has not taken delivery of the Products within four (4) weeks of Delivery Date.

17.4 Glamox shall be entitled to perform partial delivery of an order, provided that Buyer is notified in advance of the partial delivery.

18. DELAY OF PRODUCTS

18.1 Should Glamox become aware that it will not be able to deliver the Products on Delivery Date, it shall forthwith notify Buyer thereof in writing.

18.2 If delivery is delayed due to circumstances for which Glamox is liable, Buyer may claim liquidated damages limited to zero-point-thirty-five percent (0.35%) of the Product Price for the delayed Product per calendar week, limited in total to seven-point-five percent (7.5 %) of the Product Price for the delayed Product.

18.3 The liquidated damages according to clause 18.2 become due upon Buyer's written demand, but not before the Products have been delivered or the maximum liquidated damages have been reached. Buyer loses its right to claim liquidated damages if a written demand has not been made within one (1) month after the written demand could have been made.

18.4 Notwithstanding anything to the contrary elsewhere in the Contract or in applicable law, the Parties agree that no liquidated damages shall become due and payable unless Buyer could have started receiving beneficial use of the Products had it not been for Glamox' delay.

18.5 Glamox' liability for delay of Products shall be limited to payment of liquidated damages as detailed in this chapter 18.

18.6 Buyer and Glamox agree that the liquidated damages are a genuine reasonable pre-estimate of the losses which may be sustained by Buyer in the event of delayed delivery and shall not be claimed or construed as a penalty or other unenforceable sum.

19. RETENTION OF TITLE TO THE PRODUCT

19.1 Subject to clause 19.2, ownership to and right of disposal of the Product (hereunder the right of pledging or reselling the Product) do not pass to Buyer until Buyer has fulfilled all its contractual obligations, including payment of the Product Price.

19.2 Provided reselling is in the ordinary course of Buyer's business, and provided Buyer is not subject to any of the events listed in clause 14.1 (i)-(v), Buyer may resell the Product before Glamox receives payment of the Product Price. If so, title to the Product shall pass from Glamox to Buyer immediately before the time at which the resale by Buyer occurs. Any such resale by Buyer is as principal and not as an agent for Glamox.

19.3 Buyer shall at Glamox' request assist in taking any measures necessary to protect Glamox' title to the Product in the country concerned.

19.4 Retention of title does not affect passing of risk according to clause 17.2.

20. LIMITATION TO USE OF PRODUCTS

20.1 Buyer may not use or resell the Products for any other purposes than what they are intended for.

21. LIMITED PRODUCT WARRANTY

21.1 Glamox warrants upon delivery and until end of the appurtenant time period defined in clause 21.5, and subject to the provisions of this chapter 21, that the Product shall:

- (i) be free from defects in material or workmanship that causes the Product to fail to operate in accordance with the Contract's specifications; and
- (ii) not infringe the intellectual property rights of any third-party (but only in relation to those Products which are designed and manufactured by Glamox and excluding any third-party products or components which are included in the Products supplied by Glamox).

21.2 Glamox shall not be liable for a breach of any of the warranties in clause 21.1 unless Buyer gives written notice containing a description of the defect to Glamox as soon as possible. For defects that were or should have been discovered at delivery, Buyer's written notice must be given no later than within three (3) Days after delivery, and, for other defects, no later than within three (3) Days after Buyer discovers or should have discovered the defect. If the defect is such that it may cause damage, Buyer shall immediately notify Glamox. Buyer shall bear the risk of damage to the Product resulting from its failure so to notify. Buyer shall take reasonable measures to minimize damage and shall in that respect comply with instructions of Glamox.

21.3 If Buyer fails to notify Glamox as set out in clause 21.2, Buyer shall lose its right to have the defect remedied and any other rights in respect of the defect.

21.4 Glamox shall not be liable for a breach of any of the warranties in clause 21.1 if

- (i) the defect arises out of design, drawing, specification, or production methods provided, stipulated or specified by Buyer; or
- (ii) the defect is caused by circumstances which arise after the risk has passed to Buyer, such as but not limited to defects due to faulty or incorrect storage, installation, commissioning, use, maintenance, or to wear and tear, or to any repair, alteration or modification carried out by Buyer or by a third-party on behalf of Buyer; or
- (iii) the serial number on the Product is damaged, changed or removed; or
- (iv) the defect is a minor deviation from the specifications only, such as variations in natural materials, packaging, Glamox' branding or color tones or output over time; or
- (v) the Product differs from specifications as a result of changes made to ensure it complies with applicable statutory or regulatory requirements.

21.5 The warranties in clause 21.1 do not apply for consumables, such as, but not limited to, fluorescent, discharge lamps, lightbulbs and LED-stripes. For other Products, the warranties in clause 21.1 apply from Glamox' delivery and for:

- (i) five (5) years for LMS components and LED luminaires that are

branded with a Base Brand unless included by (ii); and for (ii) two (2) years for search lights that are branded either "Lum-inell" or "Norselight" and for all other Products.

21.6 Subject to clauses 21.2-21.5, if a Product does not conform with any of the warranties in clause 21.1, Glamox shall at its option either repair such Product (or the defective part), provide a replacement Product, or refund the pro rata Product Price, provided that:

- (i) Glamox shall be given reasonable time and opportunity for repair or replacement ("remedial work") at a time chosen to not unnecessarily interfere with Buyer's activities and any denial of the same by Buyer shall discharge Glamox from its liability;
 - (ii) if Glamox so requests, Buyer shall return the defective Product for inspection and/or remedial work to a place chosen by Glamox. Buyer shall follow Glamox' instructions regarding how the transport shall be carried out. The transport shall be at Glamox' risk and expense with the following exceptions: (a) if the Product is located elsewhere than at the original place of delivery, Buyer shall carry all additional costs which is incurred as a result thereof, and (b) notwithstanding original place of delivery, Glamox shall not be liable for any costs related to offshore transportation;
 - (iii) Glamox shall not be liable for work or any costs related to intervention in other products and equipment than the Product, nor for work or any costs related to disassemble and reassembly incurred as part of or as a result of the remedial work;
 - (iv) replacement Products may deviate to a minor extent from the original Products; and
 - (v) Products (or parts thereof) replaced shall belong to Glamox.
- 21.7 If Glamox complies with clause 21.6 it shall have no further liability for the breach of any of the warranties in clause 21.1 in respect of the Product.

21.8 Any repaired or replacement Product shall be covered by the warranties in clause 21.1 for the longest of (i) the unexpired portion of the warranty period according to clause 21.5, and (ii) one (1) year from the date of completion of the repair or delivery of the replacement Product.

21.9 If Buyer has given such notice as mentioned in clause 21.2 and no defect is found for which Glamox is liable, Glamox shall be entitled to compensation for the costs it incurs as a result of the notice.

21.10 If Glamox does not fulfil its obligations according to clause 21.6, Buyer may by written notice fix a final reasonable period for completion of Glamox' obligations, which shall not be less than one (1) week. If Glamox fails to fulfil its obligations within such final period, Buyer or a third-party employed by Buyer may repair or replace the defective Product (or the defective part), provided that any such remedial work is carried out in a professional manner. Where the remedial work has been successfully undertaken, Buyer may claim reimbursement of necessary and reasonable direct expenses incurred by Buyer to the extent said remedial work falls within the scope of Glamox' obligations under clause 21.6. No additional claims may be made by Buyer in respect of the defect.

21.11 Save as explicitly stipulated in this chapter 21, Glamox shall not be liable for defects. Any additional warranties, conditions, guarantees and representations that are implied by statute, law or otherwise, are, to the fullest extent permitted, excluded from the Contract.

21.12 The Products provided by Glamox may include components and/or software that enable, in part or in full, Buyer's (or End-User's) operation and monitoring of light management systems and/or emergency light systems. For the avoidance of doubt, unless explicitly agreed in writing in the Contract, Glamox provides Products only, and Buyer fully acknowledges that Glamox does not offer, provide or perform any services, such as but not limited to commission, installation, operation, maintenance, monitoring, consulting or support of or related to Buyer's (or End-User's) light management systems or emergency light systems.

PART III: SPECIFIC PROVISIONS FOR GLAMOX PROFESSIONAL SERVICES

22. DELIVERY OF GLAMOX PROFESSIONAL SERVICES

22.1 Glamox shall deliver Glamox Professional Services as agreed in the Contract.

22.2 If for any reason Buyer fails to accept delivery of Glamox Professional Services on the agreed date(s), or if Glamox is unable to deliver Glamox Professional Services on the agreed date(s) because Buyer has not provided appropriate access, preparations, instructions, documentation, permissions and/or advance payments (if applicable), Glamox Professional Services shall be deemed to have been delivered.

22.3 Glamox shall deliver Glamox Professional Services at the location specified in the Contract. Unless the location is at Glamox' premises, Buyer shall ensure that all necessary preparations have been made prior to delivery, and that the location is, and remains during the entire term, obstruction free and that access to every location is safe and fully permitted.

22.4 Unless otherwise agreed, any booked Glamox Professional Services cancelled by Buyer with less than one (1) week's notice, or by Glamox due to Buyer's lack of preparations as per clause 22.3, will be charged a cancellation fee of 100% of the appurtenant Service Charge.

23. DELAY OF GLAMOX PROFESSIONAL SERVICES

23.1 Should Glamox become aware that it will not be able to deliver Glamox Professional Services on the agreed date(s), it shall forthwith notify Buyer thereof in writing.

23.2 If delivery of Glamox Professional Services is delayed for more than two (2) months due to circumstances for which Glamox is liable, Buyer shall have the right to cancel the delayed Glamox Professional Services and to request refund of advance payments, if any, for the not delivered Glamox Professional Services so cancelled.

23.3 Buyer's rights as detailed in clause 23.2 shall be Buyer's sole remedy in case of delayed delivery of Glamox Professional Services.

24. LIMITED WARRANTY FOR GLAMOX PROFESSIONAL SERVICES

24.1 Subject to the other provisions of these Conditions, Glamox warrants that Glamox Professional Services shall be performed in a competent and diligent manner.

24.2 Buyer shall notify Glamox in writing of any defect without undue delay and no later than three (3) Days after the defect was discovered or should have been discovered, provided however, that Glamox shall not be liable for any defect unless notified within six (6) months after the part of Glamox Professional Services faulted by the defect was delivered. The notice shall be in writing and shall include a description of the defect. If Buyer fails to notify Glamox as set out herein, Buyer shall lose its right to have the defect remedied and any other rights in respect of the defect.

24.3 Glamox shall not be liable for defects arising out of design, drawing, specification, or methods provided, stipulated or specified by Buyer.

24.4 If Buyer notifies Glamox of a defect as per clause 24.2, and if the defect is attributable to Glamox, Glamox shall remedy the defect by either correcting or re-performing the part of the Services faulted by the defect.

24.5 Buyer's rights as detailed in clause 24.4 shall be Buyer's sole remedy in case of breach of the warranty in clause 24.1.

PART IV: SPECIFIC PROVISIONS FOR GLAMOX CLOUD ACCESS SERVICE

25. DEFINITIONS

25.1 The following capitalized terms shall have the meaning assigned to them when used in this Part IV:

"Data" means data collected from the relevant Site and/or originating from Buyer's or End-Users' use of Glamox Cloud Access Service.

"Documentation" means any drawings, floor plans, and reports specifically concerning the Site provided by Buyer, or made by Glamox based on information received from Buyer, for the purpose of providing Glamox Cloud Access Service.

"Installations" means all required products, lighting systems, connections including internet connections, gateways, and any other related devices and equipment.

"Installation Requirements" means the requirements defined in the Contract and/or as otherwise instructed by Glamox.

"Site" means the location(s) for which Glamox Cloud Access Service is used.

"Software" means Glamox' cloud-based software platform.

26. PREPARATIONS. INSTALLATIONS ON SITE

26.1 Buyer shall ensure and perform functional tests to confirm that the Installations are installed at the Site and in compliance with the Installation Requirements. Buyer remains responsible that the Installations comply with the Installation Requirements during the entire term.

26.2 Buyer is responsible for all data communication fees, including mobile data costs and data charges, also when provided by Glamox, and other comparable user costs related to the use of Glamox Cloud Access Service.

27. LICENSE TO SOFTWARE. THIRD-PARTY LICENSORS.

27.1 Subject to the other provisions of these Conditions, Glamox grants Buyer a limited, non-transferable, and non-exclusive license to access the Software (the "License") for the purpose of Buyer's internal use of Glamox Cloud Access Service for the Site.

27.2 Buyer shall have a right to sublicense the License to the End-User for the End-User's internal use of Glamox Cloud Access Service for the Site. The right of Buyer to grant such sublicense to End-User is conditional upon Buyer procuring the End-User to comply with terms comparable to and not less restrictive than these Conditions. The End-Users are not entitled to grant any sublicenses of the License to any third-party.

27.3 The License, including any sublicenses granted under clause 27.2, is restricted to the duration of the Contract and shall expire upon termination of Glamox Cloud Access Service in accordance with chapter 14 or 37.

27.4 If Glamox Cloud Access Service and/or the Software contain any right, title, and interest, including without limitation any intellectual property right, held by a third-party licensor, the License and Buyer's and/or End-User's use of Glamox Cloud Access Service and/or the Software may be subject to additional terms and restrictions of such third-party licensor. If applicable, such additional terms and restrictions will be made available by Glamox upon Buyer's request.

28. RIGHTS TO DATA

28.1 Glamox does not hold ownership rights to Data. Glamox may use the Data for the purpose of providing Glamox Cloud Access Service. Subject to chapter 36 and subject to adequate anonymization, Glamox may also utilize the Data for business purposes including to develop, improve and/or to modify Glamox Cloud Access Service and/or the Software and for marketing purposes. Glamox' use of Data may not be charged by Buyer and/or End-User.

29. DOCUMENTATION

29.1 Subject to Buyer's full and timely payment of the initial Service Charge for the Glamox Cloud Access Service, the Documentation shall become and remain the sole property of Buyer and may be used by Buyer as it may wish without additional cost to Buyer.

29.2 Notwithstanding clause 29.1, Glamox shall have a perpetual right to retain both electronic and hardcopy copies of the Documentation and to use the Documentation for the purpose of providing Glamox Cloud Access Service and for Glamox' internal purposes without any charge by Buyer.

30. USER IDENTIFIERS

30.1 Glamox shall provide Buyer and/or End-User with user identifiers upon Buyer's request.

31. EXCLUSION OF WARRANTIES

31.1 Glamox shall provide Glamox Cloud Access Service to Buyer and/or the End-User "as is" and "as available", and without any warranties whatsoever. Glamox reserves all rights, but is not obliged, to develop, improve and/or to modify Glamox Cloud Access Service and/or the Software.

31.2 Glamox expressly disclaims any warranties as to the accuracy, completeness, usefulness, suitability, reliability, or appropriateness of Glamox Cloud Access Service, Software and/or Documentation, including without limitation any implied warranties of title, non-infringement, merchantability, satisfactory quality, and fitness for any particular purpose. Glamox does not represent or warrant that the provision of Glamox Cloud Access Service will be uninterrupted or error-free.

31.3 Glamox does not guarantee and is not responsible for availability or error-free operation of any third-party products or services (such as for instance third-party cloud service providers' services) or for products or services Buyer and/or the End-User has acquired or provided itself (such as for instance installation of lighting systems, third-party products, and components).

31.4 Glamox shall not be liable in the event the set-up of Buyer's and/or the End-User's products, lighting systems, and related equipment are not suitable for Glamox Cloud Access Service or if the Installations at Site is not compliant with the Installation Requirements or Glamox' instructions. Glamox shall not be liable for any loss, damages, or compensation for any unavailability or defects in such services, products, or systems, nor shall Glamox be liable for any additional costs which have been caused by such third-party products or services.

31.5 If Buyer notifies Glamox in writing of a defect in Glamox Cloud Access Service, Software and/or Documentation and if such defect is attributable to Glamox, Glamox shall have the right, at Glamox' choice, to correct or re-perform Glamox Cloud Access Service, Software and/or Documentation. If Glamox Cloud Access Service is unavailable due to such defect attributable to Glamox, Buyer shall be entitled to a proportional reduction of the Glamox Cloud Access Service Charge which shall be credited on the next scheduled invoice. Buyer's sole remedy in the event of a defect in Glamox Cloud Access Service, Software and/or Documentation attributable to Glamox is to request such correction or re-performance, or, if applicable, proportional reduction of the Glamox Cloud Access Service Charge.

32. SUSPENSION OF GLAMOX CLOUD ACCESS SERVICE

32.1 Glamox shall have the right to suspend Glamox Cloud Access Service (i) outside normal business hours if this is required to perform maintenance work or other tasks relating to Glamox Cloud Access Service and/or the Software, and (ii) at any time if due to maintenance work or other tasks relating to the communications network, due to a severe data security risk, if required by law or an authority, or due to Force Majeure.

32.2 In addition, Glamox may suspend the provision of Glamox Cloud Access Service (i) if the Installations are not appropriately installed and (ii) if Buyer or End-User has, or Glamox reasonably suspects that Buyer or End-User has, committed a material breach of Contract.

32.3 In the event of a suspension, Glamox shall make a reasonable effort to inform Buyer of the suspension and the duration of the suspension in advance and to minimize any inconvenience resulting from the suspension.

32.4 Glamox has no liability whatsoever for any loss or damage Buyer and/or End-User may suffer or incur because of the suspension of Glamox Cloud Access Service and/or Buyer's and/or the End-User's access to the Software or any part thereof pursuant to this chapter 32.

33. RESPONSIBILITIES TOWARDS THE END-USERS

33.1 Buyer shall be fully responsible for the End-User's access to the Software and Glamox Cloud Access Service, and for the delivery and/or use of the Documentation by the End-User.
33.2 Glamox shall have no liability whatsoever towards the End-Users based on the provision of Glamox Cloud Access Service, access to the Software, delivery and/or use of the Documentation or any other basis whatsoever.

34. CONFIDENTIALITY OF USER IDENTIFIERS, PASSWORDS, AND ACCESS TO THE SOFTWARE

34.1 Buyer shall keep and shall cause its personnel and End-Users and their personnel to keep all user identifiers, passwords, and other details concerning access to the Software secure and confidential and not disclose any such information to any third-party. Buyer is and remains fully responsible for the access to the Software by use of Buyer's or End-Users' user identifiers and passwords.
34.2 Buyer undertakes to immediately notify Glamox if any user identifier or password have been revealed to any third-party or if Buyer has reason to suspect misuse of user identifiers or passwords. In such event, Buyer shall, and shall cause its personnel and End-Users and their personnel to, without undue delay change the password required for access to the Software.
34.3 If requested in writing by Glamox, Buyer shall, and shall cause its personnel and End-Users and their personnel to, without undue delay change the password required for access to the Software.

35. LAWFUL PURPOSES

35.1 Buyer and/or End-User, as applicable, shall use Glamox Cloud Access Service and access the Software only for lawful purposes, in compliance with the laws and regulations applicable to the Contract, in the country in which Buyer and/or End-User, as applicable, uses Glamox Cloud Access Service and accesses the Software, and in the country in which the relevant Site is located.

36. PROCESSING OF PERSONAL DATA

36.1 Buyer acknowledges and agrees that in order to provide Glamox Cloud Access Service, Glamox will process Data. The Data may include personal data concerning the occupancy and use of different sections, rooms, and spaces at the Site, which may be connected to the individuals using the Site, or other information relating to an identified or identifiable natural person.
36.2 Where Buyer uses Glamox Cloud Access Service for its own internal business purposes, Buyer is the controller and Glamox is the processor of the personal data. Where Glamox Cloud Access Service is provided to the End-User, the End-User is the controller of personal data, Buyer is the processor of personal data and Glamox acts as Buyer's sub-processor.
36.3 Buyer acknowledges and shall ensure that the End-User is informed, that as the controller of the personal data, Buyer and/or End-User, as applicable, is responsible that the processing of personal data at all times is carried out in accordance with applicable laws including Data Protection Legislation.
36.4 Glamox shall process the personal data on behalf of Buyer and for the following purposes only (i) to provide Glamox Cloud Access Service in accordance with the Contract; and, if applicable, (ii) to provide Subscription Services in accordance with the Contract; and (iii) as otherwise reasonable requested in writing by Buyer provided such instructions are consistent with the terms of the Contract; and (iv) if required by applicable laws including Data Protection Legislation to which Glamox is subject. Glamox shall not be required to comply with or observe Buyer's instructions if such instructions conflict with applicable laws including Data Protection Legislation. Glamox shall notify Buyer if any of the instructions are inadequate or in such conflict. Fulfilment of Buyer's instructions may be subject to separate fees by Glamox.
36.5 When processing personal data on behalf of Buyer for the purpose of providing Glamox Cloud Access Service, Glamox shall:

(i) reasonably assist Buyer with respect to requests for exercising the data subjects' rights and in fulfilling the controller's mandatory obligations under Data Protection Legislation regarding data security, data breach notifications, and data protection impact assessments;
(ii) to the extent it is necessary to demonstrate Glamox' compliance with its obligations as a processor as laid down in this chapter 36, document its processing activities and provide such information to Buyer at Buyer's request;
(iii) allow for and contribute to audits, including inspections, conducted by Buyer or an auditor mandated by Buyer for the purpose of compliance with Data Protection Legislation provided such audits are conducted within business hours only and with minimum two weeks' written notice to Glamox; and
(iv) ensure that all individuals authorized to process personal data have been committed to confidentiality either by agreement or by an appropriate statutory obligation of confidentiality.
36.6 Glamox shall implement and maintain appropriate organizational and technical measures to protect personal data against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure or access.
36.7 If Glamox becomes aware of a breach affecting the personal data processed on behalf of Buyer, Glamox shall notify Buyer without undue delay.
36.8 Buyer hereby grants a general authorization for Glamox to use sub-processors. Where Glamox sub-contracts its tasks related to processing of personal data, Glamox shall enter into a written agreement with each sub-processor. Such written agreement shall impose similar obligations on the sub-processor as are imposed on Glamox under this chapter 36. Glamox shall keep an updated list of all sub-processors. Glamox shall inform Buyer before replacing existing sub-processors or adding new sub-processors, and Buyer shall have the right to object to such changes subject to legitimate reason. Glamox shall be liable for the acts and omissions of its sub-processors to the same extent Glamox would be liable if performing the processing itself except as otherwise stated in the Contract.
36.9 Glamox may transfer the personal data it processes outside the EU or EEA. Transfer of personal data shall be carried out in accordance with the Contract and Data Protection Legislation.
36.10 Unless otherwise required by applicable laws including Data Protection Legislation or for legitimate purposes, Glamox shall delete all personal data processed on behalf of Buyer and in Glamox' possession within twelve (12) calendar months after the end of the provision of Glamox Cloud Access Service.
36.11 Buyer acknowledges and shall ensure that the End-User is informed, that as the controller of the personal data, Buyer and/or End-User, as applicable, is responsible for notifying the data subjects of the processing of their personal data in connection with Glamox Cloud Access Service.

37. DURATION AND TERMINATION

37.1 Unless otherwise specifically agreed, a Contract for provision of Glamox Cloud Access Service remains in force until terminated by a Party with twelve (12) months prior written notice.

PART V: SPECIAL CONDITIONS

38. SPECIAL CONDITIONS THAT APPLY WHEN THE GLAMOX ENTITY THAT IS PARTY TO THE CONTRACT IS GLAMOX LTD, LITE IP LTD, OR MARL INTERNATIONAL LTD

38.1 Deviation from clause 17.3
Clause 17.3 shall not apply. Instead of clause 17.3, the following shall apply:
(i) Buyer shall take delivery of the Products within five (5) Days of Glamox giving it notice that the Products are ready for delivery. Any dates specified by Glamox for delivery of the Products are intended to be an estimate and time for delivery shall not

be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. Subject to the other provisions of these Conditions, Glamox shall not be liable for any losses incurred by Buyer as a result of any delay in the delivery of the Products (even if caused by Glamox' negligence), nor shall any delay entitle Buyer to terminate or rescind the Contract unless such delay exceeds 180 Days.

(ii) If for any reason Buyer fails to accept delivery of the Products according to (i), or if Glamox is unable to deliver the Products within five (5) Days of giving Buyer notice that the Products are ready for delivery because Buyer has not provided appropriate instructions, documentation, permissions and/or advance payments (if applicable), the Products shall be deemed to have been delivered and the risk in the Products (including risk for loss or damage caused by Glamox' negligence) shall pass to Buyer. Glamox may store the Products whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). If not otherwise agreed the costs for storage shall be zero-point five percent (0.5 %) of the Total Product Price per commenced month. Glamox shall be entitled to resell the Products if Buyer has not taken delivery of the Products within four (4) weeks of Glamox giving it notice that the Products are ready for delivery.

38.2 Deviation from chapter 18
Chapter 18 shall not apply.

38.3 Deviation from clause 21.6 (iii)

In the event the Buyer is a company registered in and, for the purpose of the Contract, operating in England & Wales, clause 21.6 (iii) shall not apply. Instead of clause 21.6 (iii), the following shall apply:

(i) If it is a compulsory requirement according to mandatory law applicable to a specific Contract, which takes precedence over what has been agreed between the Parties, including these Conditions, and cannot be deviated from, that a seller provides or is liable for replacement work in case of a defective product, Glamox will provide necessary replacement work in connection with the remedial work for a period of one (1) year from Glamox' delivery provided that: (a) during replacement work, if the Product is mounted at heights of more than 5 meters or where specialized access equipment is required, it shall be the responsibility of the Buyer to supply or pay for such access equipment. Buyer must ensure a safe working environment for installers in accordance with applicable health and safety regulations. Glamox will carry out replacement work on working days and during business hours. The work should be allowed to be carried out without any interruption. If this is not possible, additional costs may be charged to the Buyer; (b) Glamox shall have no liability whatsoever for any products which were not supplied by Glamox; and (c) Glamox shall have no liability whatsoever for any costs incurred by the Buyer in remedying the defect (including the costs of installation and/or removal) or bringing a warranty claim against Glamox. All such costs shall be borne by the Buyer.

(ii) Upon expiry of the one (1) year period of Glamox' delivery, in the event of breach of any of the warranties in clause 21.1, Glamox shall not be liable for work or any costs related to intervention in other products and equipment than the Product, nor for work or any costs related to disassembly and reassembly incurred as part or as a result of the remedial work.

39. SPECIAL CONDITIONS THAT APPLY WHEN THE GLAMOX ENTITY THAT IS PARTY TO THE CONTRACT IS GLAMOX MARINE AND OFFSHORE GMBH, GLAMOX GMBH OR WASCO GMBH

39.1 Deviation from clause 21.6 (iii)

In the event the Buyer is a company registered in and, for the purpose of the Contract, operating in Germany, clause 21.6 (iii) shall not apply. Instead of clause 21.6 (iii), the following shall apply:

(i) If it is a compulsory requirement according to mandatory law applicable to a specific Contract, which takes precedence over what has been agreed between the Parties, including these Conditions, and cannot be deviated from, that a seller provides or is liable for replacement work in case of a defective product, Glamox will provide necessary replacement work in connection with the remedial work for a period of one (1) year from Glamox' delivery provided that: (a) during replacement work, if the Product is mounted at heights of more than 5 meters or where specialized access equipment is required, it shall be the responsibility of the Buyer to supply or pay for such access equipment. Buyer must ensure a safe working environment for installers in accordance with applicable health and safety regulations. Glamox will carry out replacement work on working days and during business hours. The work should be allowed to be carried out without any interruption. If this is not possible, additional costs may be charged to the Buyer; (b) Glamox shall have no liability whatsoever for any products which were not supplied by Glamox; and (c) Glamox shall have no liability whatsoever for any costs incurred by the Buyer in remedying the defect (including the costs of installation and/or removal) or bringing a warranty claim against Glamox. All such costs shall be borne by the Buyer.

(ii) Upon expiry of the one (1) year period of Glamox' delivery, in the event of breach of any of the warranties in clause 21.1, Glamox shall not be liable for work or any costs related to intervention in other products and equipment than the Product, nor for work or any costs related to disassembly and reassembly incurred as part or as a result of the remedial work.

40. SPECIAL CONDITIONS THAT APPLY WHEN THE GLAMOX ENTITY THAT IS PARTY TO THE CONTRACT IS GLAMOX AQUA SIGNAL CORPORATION

40.1 Deviation from clause 17.3

Clause 17.3 shall not apply. Instead of clause 17.3, the following shall apply:

(i) Buyer shall take delivery of the Products within five (5) Days of Glamox giving it notice that the Products are ready for delivery. Any dates specified by Glamox for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. Subject to the other provisions of these Conditions, Glamox shall not be liable for any losses incurred by Buyer as a result of any delay in the delivery of the Products (even if caused by Glamox' negligence), nor shall any delay entitle Buyer to terminate or rescind the Contract unless such delay exceeds 180 Days.

(ii) If for any reason Buyer fails to accept delivery of the Products according to (i), or if Glamox is unable to deliver the Products within five (5) Days of giving Buyer notice that the Products are ready for delivery because Buyer has not provided appropriate instructions, documentation, permissions and/or advance payments (if applicable), the Products shall be deemed to have been delivered and the risk in the Products (including risk for loss or damage caused by Glamox' negligence) shall pass to Buyer. Glamox may store the Products whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). If not otherwise agreed the costs for storage shall be zero-point five percent (0.5 %) of the Total Product Price per commenced month. Glamox shall be entitled to resell the Products if Buyer has not taken delivery of the Products within four (4) weeks of Glamox giving it notice that the Products are ready for delivery.

40.2 Deviation from chapter 18
Chapter 18 shall not apply.