

SAIGATA

LUMINAIRES & INTERIOR DESIGN ACCESSORIES

General Terms and Conditions of Saigata GmbH

1. General

The following terms and conditions (T&Cs) are valid for all orders fulfilled by Saigata. Any conditions of purchase of the orderer or a deviation from these T&Cs as well as any other agreement are binding upon Saigata only if agreed to in writing. Each placed order includes the acceptance of these T&Cs by the orderer whereas the T&Cs published on Saigata's web site at the date of ordering shall be applicable.

2. Offers and contract

All our offers are, except as explicitly stated, subject to change and prior sale. Saigata reserves the right to alter the technical specifications or the design of its products any time without prior announcement. Moreover, deliveries of goods with colour deviations as per the customs of the trade are admissible.

Any documentation accompanying an offer, such as drawings, drafts, pictures, plans, models or other remain the property of Saigata.

A contract is entered into when Saigata confirms an order in writing. Only such order confirmation determines the scope and volume of the contract.

Saigata endeavours to adhere to its delivery times. However, the purchaser or orderer has no right to claim any kind of damages or reductions in case of a late delivery.

Lightning plans and concepts which were specifically produced upon the request of an interested party may be invoiced if no corresponding order is placed within reasonable time.

3. Prices, payment terms and retention of title

All product prices are excluding light sources, batteries and other consumables as well as without value added tax/sales tax, applicable import levies, packaging and shipping costs.

Payments for deliveries within Switzerland are due net, 30 days after invoicing. Deliveries in other countries or custom made products are against advance payment at ordering.

All costs incurred due to late payment, including penalty interest of at least 5% p.a., collection costs and others will be borne by the purchaser.

All goods and services delivered by Saigata shall remain its property until the purchaser has fulfilled all its contractual obligations, including full payment of the contractually agreed amounts.

4. Delivery

Delivery will be made by post, courier service, rail or freight forwarder whereby Saigata chooses the method of shipping. Requests for special shipping requirements and packaging shall be made in a timely manner.

SAIGATA

LUMINAIRES & INTERIOR DESIGN ACCESSORIES

Shipping is in any event at the cost and risk of the purchaser. Claims of transportation damage of received goods shall be made to the transportation company without any delay and with concurrent notification of Saigata.

Upon request, Saigata will arrange for transportation Insurance on behalf of the purchaser and on his/her account.

5. Guarantee

Saigata guarantees that all its products are free of defects and warrants this for a period of 10 years. Saigata may fulfil its obligations under this guarantee at its discretion by either repairing the defect product, or replacing it with a similar one or by refunding the purchase price. Any further or other claims are explicitly precluded.

Not covered by this guarantee are a) normal wear and tear (including usage induced discoloration of inner lamp reflectors), glass and plastics parts, light sources, batteries, starters and other consumables, b) consequences of improper use of the product and c) damages caused by the purchaser or third parties, and d) faults incurred by external circumstances.

The guarantee terminates immediately if modifications or repair work on our product is performed by personnel not authorised to do so by Saigata. The right to claim under this guarantee is also subject to proof of purchase.

6. Applicable law and place of performance

The place of performance for the purchaser or potential purchaser and Saigata is in any event Flurlingen, Switzerland.

These T&Cs shall be governed exclusively by Swiss law and with the expressed preclusion of the UN Convention on International Purchasing Contracts. Should any of the above regulation become invalid then this does not affect the other terms and conditions of these T&Cs. In absence of a specific regulation within these T&Cs, the respective articles of the Swiss Commercial Code (Obligationenrecht) shall be applicable.

All parties submit to the exclusive jurisdiction of the courts of Flurlingen, Switzerland. Saigata reserves the right to take legal proceedings against its contractual partner at another competent court.

Flurlingen, September 2005