

1. Subject of the Contract for Relux membership and services

1.1 Companies from the illumination, lighting and sensor industry can enter their product-specific data in the database designed by Relux within the scope of a paid membership. Apart from a summary of members and product information contained in an electronic industry directory, this database includes an optimized and customer-friendly company and product search program as well as a user friendly lighting and sensor computing program. Relux hopes to include as many members as possible in the database.

These General Terms and Conditions (GTC) govern the legal relationship between Relux and the member. The parties declare the Relux notices regarding data privacy to be an integral part of these GTC.

1.2 With their Relux membership, a member is automatically granted membership of ReluxNext too. ReluxNet membership is governed by the separate GTC for ReluxNet.

2. Rights of members

2.1 Members are entitled to have their company specific product data entered in the database in the data formats prescribed by Relux and to use the product search, lighting and sensor computing program free of charge. Additional services offered by Relux are subject to a charge and are included on a price list kept up-to-date by Relux, which is available on request.

2.2 Members can modify their data in the database at least once a year free of charge. Further modifications will be subject of charge. These costs are based on the applicable price list.

2.3 Members can make (non-enforceable) suggestions for further development of the software.

2.4 During their membership period, members are entitled to order a data carrier with their own

product data against payment and to provide their customers with copies of this.

2.5 Members are entitled, against payment as per the price list, to include their product data which is available at Relux, on their websites.

3. Obligations of members

3.1 Members are obliged to hand over their complete data to Relux without any errors as far as possible, in the data format required and to submit it.

Members are obliged to confirm that they have the necessary intellectual property rights to the data and that they are liable in the event of violation.

3.2 Members are obliged to pay the annual membership fee (cf. 8). The customer data – insofar as it is available – will only be included in the database upon receipt of the annual fee which is payable within twenty days of signing the contract.

3.3 The software will be handed over by Relux directly or by the member to interested customers or potential product buyers, whereby production will be performed exclusively by Relux. Members are not allowed to modify or copy the software.

3.4 In conjunction with the databank, members undertake to maintain loyal and fair business practices among themselves, towards Relux and towards interested customers, as well as with regard to the company data and the software contained within the database, acting in good faith as far as business transactions are concerned, so that the Relux product, as well as the underlying idea of a common market presence can survive.

4. Rights and obligations of Relux

4.1 During the initial data preparation phase, Relux will grant members at least 1 day's technical

support in the analysis of the data integration. Additional outlay on data implementation will be charged as per the applicable price list.

4.2 Relux will update the data directory at least once a year and will include the members' data that is sent in on time in the next update.

4.3 Relux is entitled to immediately delete illegal, false or misleading information in the customer data.

4.4 Relux is entitled to adopt all the member's service and product offers/information that is made accessible to the public, in the form of text and pictures (either from the member directly or from public platforms), and to use this, in particular in a publicly accessible database. In accepting these GTCs, the member confirms that they are in possession of all the necessary rights of use in respect of these offers/information.

4.5 Relux has the right to reject and terminate membership without giving a reason.

5. Mutual confidentiality

The parties to the contract mutually undertake to treat as confidential all information, and particularly information on internal business processes as well as on the development status and development planning of their software.

6. Guarantee and liability

6.1 Relux will do its utmost to compile the data in the software correctly and according to the requirements of the applicable data privacy laws, but rejects any liability for incorrect or erroneous information in the database. In particular, Relux does not assume liability for damage caused to members or other users through the erroneous application or use of the light calculation program. Any liability for defects in Relux software is also rejected. Relux similarly rules out any liability for defects in the company

products listed in the member database. Members must hold Relux harmless for inaccurate product- and information data and violations of intellectual property rights. This also applies for use as per 4.4 above.

6.2 In the case of damage caused directly by the present contractual relationship, including claims arising from material warranties or warranties of title, and also non-fulfilment, Relux is only liable if this damage can be proven to have been caused by gross negligence or intentionally. Any further liability or obligation, particularly for damage, for the renewed acquisition of data and for indirect or subsequent damage, is expressly ruled out.

6.3 Relux is not liable if it has been prevented from fulfilling the obligations under this contract on time or in the appropriate manner for reasons for which it is not responsible. The deadlines set for fulfilment will be extended by the time for which the circumstances for which Relux is not responsible prevail.

7. Rights to the software

7.1 All copyrights (including the rights to the concept, layout and design) to the software, database and the database remain with Relux. Members are entitled to use of the software free of charge. Interested customers in the lighting industry will be provided with the software for the cost of the material and shipping. Members and customers using Relux software are not permitted, without the written approval of Relux, to copy the content of the data carrier, to make it available to third parties or to rent it out or to transport it in any other way. They are also not entitled to decompile programs or parts of programs included in the software or to make these available to third parties.

7.2 If a member acquires a company-specific data carrier with Relux software and/or product-specific data, the member has the

right to make copies of it and to distribute it to its own customers, as long as membership has not been terminated.

8. Contract conclusion, membership, duration and contract termination

8.1 Membership is valid from the date on which the member signs the contract, the additional agreement or the order confirmation. The contract is concluded for an indefinite period of time and will continue to run in subsequent calendar years if not terminated. The annual **membership fee** per calendar year is determined on the basis of the Relux **price list** which can be sent to customers on request. If membership commences in the course of the year, the membership fee will be calculated on a pro rata basis up until the end of the calendar year.

8.2 This contract can be terminated at any time by either party after the expiry of a minimum contract duration of 12 months, whereby the membership fees (up until the end of the calendar year) will not be refunded, will be retained by Relux, or will still be owed if not yet paid.

If **termination** takes place after the **end of October** (date of receipt of the termination), the membership fee for the following year must also be paid. Termination of the contract must be sent by **registered letter**.

8.3 In the event of contract violations by the member, Relux shall be entitled, after setting an appropriate deadline for rectification of the contract violation, to terminate the contract with immediate effect. In this case, the membership fee owed will also be calculated according to the termination dates described above.

8.4 After terminating the contract, members lose the right to distribute their database or software from Relux to their employees or customers. After termination has

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taken place, member data will be removed from the database at the time of the first update following termination. All aids, software and licences made available to members, must be returned to Relux by the time the contract ends at the latest.

8.5 When the Relux membership ends, membership of ReluxNet will also end automatically.

9. Final provisions

9.1 Relux reserves the right to amend these General Terms and Conditions at any time without giving reasons. It will publish the amended General Terms and Conditions on its website and will send members corresponding notification by e-mail. Unless notified to the contrary by the member within two weeks of dispatch of the e-mail and/or on account of the further use of the services and products, the amended GTC will be deemed to have been accepted.

9.2 If individual provisions of these GTC are invalid or become invalid, this will not affect the validity of the remaining provisions. The invalid provision will be replaced by a valid provision which comes closest to the invalid provision in respect of its content and purpose.

9.3 This contract as well as any disputes arising out of it is subject to Swiss law incorporating the CISG.

9.4 The place of jurisdiction for all disputes arising out of this contract is Basel. Relux may, however, choose to enforce its rights against the member, in particular the enforcement of owed membership fees, at the member's place of residence or domicile.

Münchenstein, June 2016