

### 1. Subject of terms and conditions

These General Terms and Conditions and Licence Conditions govern the legal relationship between Relux Informatik AG, hereinafter referred to as Relux, and the customer for the purchase of licensed software via the Relux distribution channels. The following conditions are intended for both consumers and entrepreneurs. Insofar as reference is made to "customers", these are deemed to be both consumers and entrepreneurs, unless specified to the contrary.

### 2. Scope of validity

These General Terms and Conditions and Licence Conditions apply exclusively to all quotations, deliveries and services and also to product and licence agreements from Relux, to the exclusion of any conditions to the contrary that may be specified by the customer; differing conditions are only accepted if expressly recognised by Relux in writing. These General Terms and Conditions shall also apply if Relux makes a delivery, without specifying any provisos, even if Relux is aware of the customer having differing conditions. For software deliveries, not only do our conditions apply but also the specific licence and other conditions of the producer. In accepting the software, the customer expressly accepts the validity of said conditions.

### 3. Conclusion of contract

An order submitted by the customer constitutes an order placed with us for the purchase of products under the terms of these General Terms and Conditions. The customer's order, whether placed electronically, or by phone, fax or post, is binding three days after receipt of the written confirmation of the order, or as soon as payment of the product price valid at the time of purchase is credited to our accounts, or as soon as the customer's credit card has been successfully authorised. Before

a customer submits their order via the internet, they have the opportunity to check their inputs on the online order form and hence to confirm their entries or to establish and correct errors in their entries prior to the definitive submission of the order.

3.1. All the orders submitted by the customer require subsequent acceptance by us. In the case of orders placed by telephone, fax or post, the customer will generally receive an order confirmation from Relux, which can be rejected in writing within a period of three days. After this, the order confirmation is binding.

3.2. Prior to the acceptance of an online order, an automatic confirmation of receipt is generated for the customer's order. This automatic confirmation does not constitute a formal acceptance of the order by us, but is provided for your information only. The order confirmation, respectively the invoice, will generally only be sent, and the contract will only come into being, once the customer's payment of the product price valid at the time of purchase has been credited to the accounts of Relux AG or the customer's credit card has been successfully authorised.

3.3 In the provision of our services, we are free to have these services provided by third parties as well, as we see fit.

### 4. Rassurance by customer

The customer shall ensure that all the details they have provided when ordering the product are up-to-date and correct on all key points and that they are sufficient for us to fulfil the customer's product order. Supplementary costs incurred by Relux as a result of incorrect/incomplete orders or address details shall be charged to the customer.

4.1 The customer is responsible for the upkeep and prompt updating of their account data with us, ensuring that it is both correct and complete; the customer must similarly make sure that this data (plus any passwords issued to the customer by Relux for the purpose of

accessing the website or for purchasing products) is protected against unauthorized access.

4.2 The customer is obliged to pay for services provided as a result of all orders placed with their user name and password. This obligation to pay shall only be waived if the customer can prove that an order placed with their user name and password was not made possible as a result of their negligence or intent. Otherwise, the customer will only be relieved of the obligation to pay for an order made with their user name and password if the customer has asked Relux to block their user access prior to the unwanted orders, and Relux has had a sufficient period of time between receipt of the customer's request to block the account and receipt of the order to block the user access and password. Alle in Verbindung mit diesen Allgemeinen Geschäftsbedingungen ausgesprochenen Gewährleistungen gelten für den Kunden unter der Voraussetzung, dass er Anwender, nicht jedoch Wiederverkäufer des Produkts ist.

4.3 All the guarantees given in conjunction with these General Terms and Conditions apply for the customer under the assumption that they are a user and not, however, a reseller of the product.

4.4 Guarantees, assurances or other obligations given in our name or in the name of the product manufacturer, licensor or supplier may only be accepted by the customer following our express, prior consent in writing.

### 5. Prices and terms of payment

Unless specified to the contrary, all the prices given on the Relux internet pages are in the currencies set out on the website. The list prices at the time of ordering apply for the delivery. Typing errors and other mistakes are reserved for all the prices specified. Unless specified to the contrary, all the prices indicated are without VAT and without dispatch or transport costs to the agreed point of delivery. The VAT (for Swiss customers only) and the dispatch costs are stated separately on the website and in our invoices. The customer agrees to pay the dispatch or transport costs for the products that we specify at the time of purchase.

5.1 Payment must be made prior to delivery via the routes specified on the website; any modes of payment other than these require the prior consent of Relux.

5.2 A payment is only deemed to have been made when the money is available to Relux.

5.3 Payments must be made in full, irrespective of any complaints for short delivery or product shortcomings.

5.4 Bills of exchange and cheques are only accepted by special agreement and on account of performance and shall only count as payment after they have been redeemed. Discount and collection charges shall be borne by the customer. We do not assume any liability for punctual submission.

5.5 If a payment by bank transfer, cheque or cash has not been credited to Relux's accounts or has not been received by us within a period of 14 days of a delivery having been made, we reserve the right to send you a reminder or to cancel the order.

### 6. Payment by credit card

If payment is made by credit card, the customer shall submit their full credit card details (holder's name, card number, expiry data, security number) for the order and shall give their agreement right now to Relux charging the order to the credit card company in question, in an online process.

Relux shall protect the credit card data from unauthorized access by third parties as far as can be reasonably expected. The customer is aware of the fact that, especially when these details are transmitted electronically, it is not possible to exclude unauthorised third parties gaining access to them.

The customer's credit card account is charged online as part of the order-processing procedure.

### 7. Retention of ownership

We retain ownership of the item being purchased until all the claims arising from the delivery contract, including

ancillary claims (e.g. exchange costs, financing costs, interest, etc.) have been paid.

If the customer behaves in a manner that is not in conformity with the contract, we shall be entitled to demand the return of the item purchased.

Taking back the item purchased, or seizure of the article under retention of title, shall not constitute withdrawal from the contract.

### 8. Delivery, delivery deadline

Delivery of the ordered goods is made in accordance with the delivery information provided on our order confirmation. Depending on the goods purchased, the customer obtains either a data medium (DVD) or access to a website with a download link which the customer can use to download the products. The licence can be granted by means of a software key or through hardware protection (dongle), which the customer can use to activate the software.

8.1 The agreed delivery deadline commences with the receipt of full payment by Relux, or after express acceptance of the order in writing.

8.2 The delivery deadline is extended, where appropriate, by the time that the customer requires to send the data needed for processing the order to Relux.

8.3 Delays to deliveries that are due to statutory or official directives (e.g. import and export restrictions) and are not the fault of Relux, shall extend the delivery deadline in accordance with the duration of these impediments. We will inform the customer of the start and end of such impediments without delay in key cases.

8.4 We shall be permitted to make partial deliveries, insofar as this can be deemed acceptable for the customer.

8.5 Insofar as Relux offers the customer software electronically, in the form of a download link for purposes of downloading the software or parts of software from our servers or third-party servers, the customer has a duty to collect the software. Once they have received the necessary data, the customer themselves decides whether and when they will download the software from Relux or from the software producer's server.

### 9. Transfer of rights of use, copyright notices

The software is protected by copyright.

9.1 Once the amount has been paid in full, the customer is granted a permanent – or in the case of certain products or services – a simple right of use for the software that they have called up or ordered. Beyond this granting of rights, the Relux copyright similarly applies, which the customer expressly recognizes with their acceptance and activation of the software.

9.2 The customer is forbidden to copy the software by any means or in any form, on a permanent or temporary basis, with the exception of making a back-up copy.

9.3 When a product that is subject to a charge is purchased with an individual licence, the customer is permitted to run the program on a single computer. The simultaneous installation or use of the program on more than just one computer is not permitted.

9.4 It is not permitted to transfer the program to a private or public network. If the program is to be made accessible to more than one user via a network, then further licences must be acquired.

9.5 The customer is strictly forbidden to engage in decompilation or other types of reverse engineering or modification of the program code.

9.6 If the software is passed on to a third party, the customer must immediately cease using it themselves and must remove the program completely from their computer. The software may only be passed on if the third party has previously declared themselves to be in agreement with the validity of the present licence conditions. The customer must hand the software to said third party, including any back-up copies. It is not permitted to rent out the software.

9.7 The customer's rights to the software shall expire if the customer violates the above conditions of use. In this case, the customer is obliged to give back the software in full.

9.8 The customer may not modify or remove the copyright, trademark, ownership or other specifications from the data media, the program or the documentation.

### 10. Guarantee, disclaimer

Relux provides a guarantee of 12 months as of the date of delivery.

10.1 Relux does not provide any guarantee for software and is also not liable for the functions of the software meeting up to the customer's specific requirements or working with components in the customer's particular hardware configuration.

10.2 Relux makes every effort to ensure that the DVD/ONLINE data is compiled correctly, but does not accept any responsibility for incorrect or erroneous information in the DVD/ONLINE. Relux does not assume any liability for damage suffered by the customer as a result of the incorrect application or use of the lighting calculation program. Relux is similarly not liable for any shortcomings in the manufacturers' company products listed in the product data.

10.3 Any guarantee and liability is excluded for the consequences of changes made to the product by the customer or a third party or of incorrect handling or incorrect operation of the product.

10.4 Relux assumes no liability for the restoration of data unless Relux has caused the loss deliberately or through gross negligence and the customer has ascertained that a data backup has been performed, allowing the data to be reconstructed with a warrantable outlay.

10.5 The customer must notify Relux in writing of any evident shortcomings in the product within four weeks of receipt of said product.

10.6 If the customer is a consumer, they must first decide whether subsequent fulfilment is to take the form of improvements or a substitute delivery. Relux is, however, entitled to refuse the type of subsequent fulfilment selected if this is only feasible with disproportionately high costs and the other form of subsequent fulfilment would not entail any major drawbacks for the consumer. If the subsequent fulfilment is unsuccessful, then the customer can fundamentally request a reduction in the purchase price (price reduction) or the cancellation of the contract (withdrawal), as they choose.

10.7 If the customer is an entrepreneur, then we are entitled to rectify the

shortcomings or provide a new delivery, as we see fit. Once a period of one year has expired after receipt of the service, the guarantee entitlements are restricted to the rectification of shortcomings or the crediting of the current value, as we see fit.

10.8 For the rest, all other claims by the customer are excluded that are associated with defective or incorrect delivery or with the violation of contractual ancillary duties upon delivery; similarly, any other liability on the part of Relux for the negligent violation of duties is excluded, irrespective of the legal basis for this (e.g. including non-permitted actions, positive violation of the contract and the violation of duties during contract negotiations). In particular, Relux shall not be liable for the loss of data, for lost profits or for other pecuniary losses suffered by the customer as a result of the use of the products.

10.9 The above liability restrictions shall not apply to customer claims insofar as the damage is due to intent, gross negligence or the lack of a promised feature, the violation of duties essential to the contract, a delay in performance, impossibility, and product liability claims. In these cases, liability shall, however, be restricted to the replacement of the typical damage that was foreseeable at the time the contract was concluded. The same shall apply for gross negligence on the part of simple vicarious agents.

10.10 Insofar as Relux's liability is excluded or limited, this also applies to the personal liability of our employees, representatives and vicarious agents.

### 11. Right of revocation for consumers

You can revoke your contractual declaration within a period of two weeks, without specifying any reasons, either in text form (e.g. by letter, fax or e-mail) or, if the product has been made available to you prior to the expiry of this deadline, by sending back the article. The period commences following receipt of this instruction in text form but not prior to receipt of the product by the recipient (in the case of repeated deliveries of goods of the same type, not prior to receipt of the first part-delivery) or, in the case of the provision of

services, not prior to conclusion of the contract and also not prior to fulfilment of our duty to provide information. For purposes of observing the revocation deadline, it is sufficient to send off the revocation or the article purchased in time. The revocation must be addressed to Relux Informatik AG, [info@relux.com](mailto:info@relux.com)

12.1 In the event of an effective revocation, the services or products received by each party are to be given back and the gains derived from these (e.g. interest) to be handed over. If you are unable to give part or all of the products received back to Relux, or can only give them back in a deteriorated condition, you must, where appropriate, compensate us for the loss in value. When articles are made available this will not apply if the deterioration in the article is due solely to its inspection – as would have been possible in a shop, for instance. For the rest, you can avoid having to pay compensation for the lost value of the article brought about by bringing it into use in the intended manner by not making use of the article as if it were your property and by refraining from doing anything to impair its value.

12.2 Articles that can be sent back by parcel delivery are to be sent back at your risk. You must bear the cost of sending back the article if the product delivered corresponds to the product ordered. Obligations to refund payments must be fulfilled within 20 days. The deadline starts for you with the dispatch of your declaration of revocation or the article concerned, and for us with its receipt.

12.3 In the case of a service, your right of revocation will expire prematurely if Relux or one of our vicarious agents has started to implement the service, with your express consent, prior to the end of the revocation deadline or if you yourself have arranged for this to be done.

12.4 here is basically no right of revocation

12.4.1 for the delivery of goods that have been made to customer specifications or are clearly specially tailored to personal requirements or which are not suitable for sending back on account of their particular nature (this includes the purchase of software and software licences on the basis of a download

12.4.2 for the delivery of audio or video recordings or of software insofar as the customer has removed the seal from the data media supplied.

12.4.3 for licence codes or activation codes for software that have been delivered

12.4.4 12.4.4. (including by electronic means).

### **13 Place of performance, jurisdiction**

The venue and competent courts shall be those of Basel, Switzerland.

The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 shall not apply.

Basel, November 2015