

TRILUX Terms of Use for Product Data

1. Subject of regulation

TRILUX GmbH & Co. KG, Heidestraße 4, 59759 Arnsberg, Germany (hereinafter referred to as "TRILUX") has, in connection with the manufacture and sale of its products and/or the products of companies affiliated with TRILUX within the meaning of Paragraphs 15 and thereafter, AktG (hereinafter referred to as "TRILUX Group") has prepared product data and product information in digitalised form, e.g.: tender texts, product data sheets, dimensional sketches, product photos, application photos, product prices (hereinafter referred to as "product data") and makes the product data available in the specified format and exclusively in accordance with the terms of use specified below.

2. Data formats

Current possible data formats are: BMEcat 2005 complete version – classified according to the current and valid ETIM version. Further data (such as Datanorm and Eldanorm) on request or at www.trilux.com/productdata.

3. Intended use, no disclosure to third parties

- 3.1. The product data is only for resellers and may only be used for the application approved by TRILUX in the agreed sales area for product acquisition, product design and product planning, quotation- and order processing and may also be passed on to third parties outside the own company for this purpose as part of individual quotation/order documents and quotation/order files. For this purpose, the product data may be imported into the user's own IT systems and duplicated.
- 3.2. Any further disclosure of product data by the user to end customers and other third parties requires prior written consent by TRILUX. In particular, the following is prohibited:
 - Disclosure of product data to third parties outside the company that are not part of individual quotation/order documents and quotation/order files;
 - the removal of copyright notices, trademarks or other labelling and reservations in the product data.

4. Product prices

- 4.1. Gross prices contained in the product data are valid from the date stated in each case, are in EUR and apply only to resellers in the respectively authorised sales territory.
- 4.2. These are recommended retail prices and do not include value added tax. Value added tax will be calculated according to the currently applicable percentage on the day of delivery.
- 4.3. Publication of new price data renders earlier prices invalid.

5. Rights of use and obligations of the user

- 5.1. TRILUX grants the user a simple, non-exclusive, non-transferable and non-sublicensable right to use the product data exclusively for the intended use as specified in Section 3 and in accordance with these Terms of Use.
- 5.2. The user undertakes to use the product data only to the extent necessary for the intended purpose and to limit its use to what is strictly necessary. Use may not be for third-party advertising or in connection with activities for competitors of TRILUX or the TRILUX Group.

- 5.3. Without the consent of TRILUX, the product data may not be used in social networks, online shops or other digital applications not authorised in advance by TRILUX.
- 5.4. The contents of the product data may not be changed or falsified, with no alteration of product data (except formatting). The requirement to cite the source must be complied with.
- 5.5. With use of the product data, the user undertakes to refrain from any activity or statements that could damage the reputation or standing of TRILUX or a company of the TRILUX Group.

6. Violations of the Terms of Use

- 6.1. In the event of justified suspicion of a breach of the Terms of Use, TRILUX or the TRILUX Group company concerned shall have the right to demand the deletion of the product data, discontinuation of its use and compensation for damages and to block the user's access to the product data with immediate effect.
- 6.2. The user shall be liable for damage caused by non-contractual use of the product data, and shall indemnify TRILUX against all claims by third parties in this respect.

7. Liability

- 7.1. All prices, dimensions, diagrams and all technical specifications have been compiled with care but without guarantee. Subject to errors and changes in the interest of progress.
- 7.2. TRILUX shall be liable in accordance with the statutory provisions for damage caused intentionally, by gross negligence or by negligent breach of material contractual obligations. Material contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the other party may regularly rely (so-called 'cardinal obligations').
- 7.3. Liability for indispensable statutory provisions to the contrary and for cases of injury to life, limb or health and for claims under the Product Liability Act and under guarantees shall remain unaffected by the following liability limitations.
- 7.4. Liability is otherwise excluded.

8. Applicable law, place of jurisdiction, severability clause

- 8.1. The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods. If the user is a merchant, a legal entity under public law or a special fund under public law, the place of fulfilment and exclusive place of jurisdiction is Arnsberg.
- 8.2. Should individual provisions of these terms and conditions be or become invalid, the validity of the remaining terms and conditions shall not be affected.