



Breguetlaan 38, 1438 BC Oude Meer, The Netherlands +31 20 446 9333

info@ushio.eu

www.ushio.eu

General terms and conditions of sales and supply

1. Scope

Sales, supplies and other services of Ushio Europe B.V. (hereinafter: "Ushio") are governed

solely by the following Standard Terms of Sale and Supply (hereinafter: "Terms of Supply") which

the Customer accepts by placing an order or taking delivery of a consignment. These Terms of

Supply shall apply to the exclusion of any other terms that the Customer seeks to impose or

incorporate, or which are implied by trade, custom, practice or course of dealing. These Terms of

Supply, in their most recent version, also govern all future business transacted with the Customer.

In these Terms of Supply "Contract" means the contract between Ushio and the Customer for the

sale and purchase of the products in accordance with these Terms of Supply.

2. Conclusion of a contract

All orders are required to meet a minimum net goods value of EUR 150. Any quotations issued

by Ushio are without obligation. A contract will not come into effect until Ushio has issued an

order confirmation and will be based solely on the contents of the order confirmation and these

Terms of Supply. Oral agreements or undertakings must be confirmed in writing by Ushio in order

to be valid.

3. Dimensions, weights, drawings and technical data

All details of dimensions, weights and technical data in catalogues, price lists, quotations and

other information material supplied to the Customer by Ushio are estimates and are only binding

where this is expressly agreed with Ushio in writing. Ushio reserves all rights in drawings, models,

templates, samples, similar items and all other sales literature. They must not be disclosed to

third parties without prior permission in writing and must be returned to Ushio at its first request.

4. Delivery

Shipments within the EU will be made to the agreed place of delivery in the country of

importation (DDP, Incoterms 2020). They are shipped by customary routes in customary packing

material. Where products are shipped outside the EU, shipments are ex works (EXW, Incoterms

2020). Delivery dates and periods are only binding if confirmed in writing by Ushio and the





Breguetlaan 38, 1438 BC Oude Meer, The Netherlands +31 20 446 9333

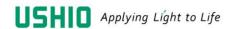
info@ushio.eu

www.ushio.eu

Customer has provided Ushio with all the necessary information and documents in good time and has made any agreed advance payments in accordance with the Contract. In case Ushio fails to deliver within the confirmed period, Ushio is not in default until the customer has given a notice of default and a reasonable timeframe of at least 30 days. Delivery times will be extended accordingly if additional or supplementary orders are placed at a later date. In the event of a part-shipment, Ushio will be entitled to issue an invoice for that part-shipment. If the Customer delays acceptance or fails to fulfil other obligations with regard to cooperation, Ushio will be entitled to store the products at the Customer's risk and expense. Without prejudice to other rights, Ushio will be entitled to refuse to perform, or to withdraw from, the contract if a reasonable time allowed to the Customer to accept the shipment has elapsed without result. Ushio will then be entitled to terminate all other contracts with the Customer. On each occasion when Ushio terminates a contract, the sums due from the terminated contracts will become payable with immediate effect.

5. Payment terms

New customers must deliver advance payment in full; therefore, orders will not be dispatched until this condition has been fulfilled. Where the Parties have not agreed on a specific price, the price will be determined in accordance with the Ushio net price list which is valid on the date of signature of the contract. A handling fee of EUR 30 is charged for orders with a net value below EUR 400. Insurance will only be arranged at the Customer's request and expense. Each invoice must be paid within the agreed term and according to the agreed payment condition which is stated on the invoice. Payments made by the Customer will not be deemed to have been received until such time as Ushio has the amount at its disposal. Where a due date has been exceeded, Ushio will be entitled, to charge interest on arrears in accordance with the statutory commercial interest of 6:119a of the Dutch Civil Code. This does not affect Ushio's right to claim further compensation for loss due to delay. If Ushio deems it necessary to instruct third parties to collect its debts, the costs incurred must be paid by the Customer, but at least 15% of the sum due. As soon as a court has issued a final ruling wholly or essentially against the Customer, the Customer will be obliged to reimburse Ushio with all of its court costs, including costs not awarded by the court. Ushio reserves the right to demand security at any time to guarantee prompt payment. Ushio is also entitled to insist on cash on delivery. Bills of exchange and





Breguetlaan 38, 1438 BC Oude Meer, The Netherlands +31 20 446 9333

info@ushio.eu

www.ushio.eu

cheques will only be accepted by special agreement and by way of provisional performance if free of costs and bank charges for Ushio. The Customer will only be entitled to offset payments if its counterclaim is uncontested or has legal force. The Customer is only entitled to assert a right of retention insofar as its counterclaim relates to the same contract and is uncontested or has legal force. If, after conclusion of the contract, Ushio becomes aware of a substantial deterioration in the Customer's financial situation (e.g. because the Customer is in arrears with payments), Ushio will be entitled to supply pending orders for goods or services against payment in advance or provision of security; if these are not forthcoming by the end of a reasonable additional time, Ushio will be entitled to withdraw in whole or in part from the contract without

6. Compensation and limitation of liability

6.1. Nothing in these Terms of Supply shall limit or exclude Ushio's liability for:

6.1.1. Death or personal injury caused by its negligence, or the negligence of its employees,

agents or subcontractors (as applicable);

6.1.2. Fraud or fraudulent misrepresentation;

6.1.3. Any matter in respect of which it would be unlawful for Ushio to exclude or restrict

liability.

prejudice to other rights.

6.2. Subject to Section 6.1, Ushio shall under no circumstances whatever be liable to the

Customer, whether in contract, tort (including negligence), breach of statutory duty, or

otherwise, for any loss of profit (whether direct or indirect), or any indirect or consequential

loss arising under or in connection with the contract; and

6.3. Ushio's total liability to the Customer in respect of all other losses arising under or in

connection with the contract, whether in contract, tort (including negligence), breach of

statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the

products supplied under the contract.

6.4. The Customer is required to take reasonable measures to avert or minimise claims.

Compensation claims made by the Customer for a defect will expire by limitation one year

after delivery of the product, unless specified otherwise in other statutory regulations.

6.5. To obtain the right for compensation, the customer must, as soon as reasonably

practicable, give written notice of the Claim to Ushio, specifying the nature of the Claim in





Breguetlaan 38, 1438 BC Oude Meer, The Netherlands +31 20 446 9333

info@ushio.eu

www.ushio.eu

reasonable detail.

7. Reservation of title

7.1. The products supplied will remain the property of Ushio ("goods subject to retention of

title") until all sums due to Ushio arising from its business relationship with the Customer have

been paid in full.

7.2. In the case of outstanding balances, the reserved title will serve as security for the

payment of any balance due to Ushio.

7.3. The Customer may not sell the goods subject to retention of title except in the course of its

normal business activities. The Customer will not have the right to pledge the goods subject to

retention of title, to assign them by way of security or to make other dispositions that

jeopardise Ushio's title. The Customer hereby assigns to Ushio any receivables arising from

resale; Ushio hereby accepts this assignment. If the Customer sells the goods subject to

retention of title after processing them or after combining, mixing or blending them with other

products or together with other products, the assignment of receivables will only apply to the:

extent of the portion as agreed, which is equal to the price agreed between Ushio and the

Customer plus a safety margin of 10% of this price. The Customer is authorised to collect the

receivables assigned to Ushio in its own name, as a trustee, on behalf of Ushio. Ushio may

revoke this authorisation and the right to resell if the Customer is in default with essential

obligations, e.g. in making payment to Ushio.

7.4. Any processing or use of the goods subject to retention of title by the Customer will at all

times be on behalf of Ushio. If the goods subject to retention of title are processed with other

items to form a new product, Ushio will acquire joint title to the new product in proportion to the

value of the goods subject to retention of title in relation to the other processed items at the

time of processing. The new product created by the processing will be governed in all other

respects by the same terms as the products supplied under reservation of title.

7.5. If the goods subject to retention of title are combined, mixed or blended with other items to

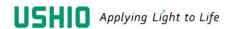
form a standard product, Ushio will acquire joint title to the standard product in proportion to

the value of the goods subject to retention of title in relation to the other processed items at the

time of combination, mixing or blending. If the product is combined, mixed or blended in such

a way that the Customer's product must be regarded as its principal product, it is deemed to

be agreed that the Customer will assign joint title to Ushio. The Customer will hold the





Breguetlaan 38, 1438 BC Oude Meer, The Netherlands +31 20 446 9333

info@ushio.eu

www.ushio.eu

resulting joint title for Ushio.

7.6. The Customer will provide Ushio at any time with all the information that it requires on the

goods subject to retention of title or rights that have been assigned to Ushio accordingly. Any

seizure or claims by third parties in respect of goods subject to retention of title must be

notified to Ushio without delay by the Customer, who will also hand over the necessary

documents. At the same time, the Customer will inform third parties of Ushio's reservation of

title. The costs incurred in refuting such seizures and claims will be borne by the Customer.

7.7. The Customer is required to handle the goods subject to retention of title with care for the

duration of the reservation of title.

7.8. If the realisable value of the securities exceeds the total of Ushio's receivables to be

secured by more than 10%, the Customer will be entitled to demand release of the products to

this extent.

7.9. If the Customer is in default with essential obligations, e.g. with making payment to Ushio,

Ushio will be entitled without prejudice to other rights to take back the goods subject to

retention of title and employ them elsewhere to settle outstanding sums due by the Customer.

In this case, the Customer will grant Ushio or its representative's immediate access to the

goods subject to retention of title and surrender them. Where Ushio requires surrender on the

basis of this provision, this will not be considered withdrawal from the Contract.

7.10. In the case of shipments to countries with legal systems in which the above reservation

of titles does not provide the same level of security as under German law, the Customer will

make every effort to grant Ushio the equivalent security interests without delay. The Customer

will engage in all measures, e.g. registration, publication, etc. which are necessary for and

conducive to the effectiveness and enforceability of such security interests.

7.11. At Ushio's request, the Customer will be required to insure the goods subject to retention

of title for an appropriate sum, forward the relevant insurance certificate to Ushio, and assign

any claims arising from the insurance to Ushio.

8. Product liability

If the Customer sells the items of supply unchanged, after processing or after combining, mixing

or blending them with other products, it will indemnify Ushio in the internal relationship between

the parties against product liability claims from third parties, where it is responsible for the faults

Registered:

President:





Breguetlaan 38, 1438 BC Oude Meer, The Netherlands +31 20 446 9333

info@ushio.eu

www.ushio.eu

giving rise to the liability claims.

9. Warranty and warranty rights

9.1. The Customer's warranty rights presuppose that the Customer will inspect the item of

supply on delivery and notify Ushio in writing of any defects without delay, but not later than

two weeks after delivery; hidden defects must be reported to Ushio in writing within 24 hours

after their discovery.

9.2. In any claim, Ushio will have the right to inspect and test the item of supply that is the

subject of the claim. The Customer will allow Ushio the necessary time to do so. Ushio can

also request the Customer to return the item of supply the subject of the claim to Ushio at

Ushio's expense. If a claim by the Customer is found to be unjustified, the Customer will be

required to reimburse Ushio with all of the costs incurred in this connection, e.g. travel and

assembly costs or shipping costs.

9.3. Ushio will remedy the defect giving rise to the warranty liability at its discretion by carrying

out a repair or supplying a replacement free of charge for the Customer.

9.4. The Customer will allow Ushio the necessary time to carry out the repair or supply the

replacement. Only in urgent cases (danger to operational safety) or in order to avert

disproportionately serious damage or if Ushio is in default with remedying the defect, will the

Customer have the right, after notifying Ushio without delay, to remedy the defect itself or have

it remedied by third parties and demand that Ushio reimburse it with the cost incurred.

9.5. Ushio does not provide any warranty for injury, loss or damage caused by inappropriate or

improper use, defective assembly, defective commissioning, defective modifications or

maintenance work by the Customer or third parties, natural wear and tear, defective handling,

defective installation, unsuitable equipment, substitute materials used by the Customer or third

parties or defective electromechanical or electrical impact, where the injury, loss or damage

cannot be attributed to Ushio. The warranty obligation does not cover defects which can be

attributed to improper handling, storage, etc. on the Customer's premises.

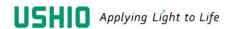
9.6. Any material, shipping and labour costs incurred for the purpose of effecting a repair or

providing a replacement will be borne by Ushio, provided that the defects claimed by the

Customer are acknowledged.

9.7. If it is not possible to remedy the defect by repair or replacement, the Customer will be

entitled at its discretion to withdraw from the Contract or demand a reasonable reduction in the



.

USHIO EUROPE, B.V.

Breguetlaan 38, 1438 BC Oude Meer, The Netherlands +31 20 446 9333

info@ushio.eu

www.ushio.eu

price.

9.8. The period of limitation for warranty claims in respect of the item of supply will be 1 year

from the date of the shipment of the item. The date of the shipment will also be a determining

factor for warranty claims arising from repair work which was not carried out until after the

items were supplied. Where delays in shipping, installing or commissioning the item of supply

occur which are not the fault of Ushio, warranty claims will lapse not later than twelve months

after delivery.

9.9. All further claims by the Customer will be excluded.

9.10. Save as set out in these Terms of Supply, all warranties, conditions and other terms

implied by statute, common law or otherwise are, to the fullest extent permitted by law,

excluded from the Contract.

10. Return of products

Claims for the return or exchange of ordered products will be excluded. If nevertheless Ushio

agrees to a return, subject to prior confirmation in writing, the products must be shipped freight

forward and at the Customer's risk to our warehouse. In general, only products packed in their

original, undamaged and unmarked packaging will be credited. The Customer will be responsible

for disposing of lamps. The return of gas-discharge lamps supplied after 1 July 2006 will be

accepted for disposal according to the Directive 2002/96/EC for electronic waste. These lamps

will be sent to our shipping address at the Customer's expense (DDP, Incoterms).

11. Force majeure

Unforeseeable events such as force majeure, war, natural disasters and other unavoidable

events outside Ushio's control and not attributable to Ushio – including any non-delivery caused

by an act or omission of one of Ushio's suppliers - will release Ushio from its duty to supply

products or provide services on time for the duration of such events. Agreed deadlines will be

extended by the duration of the failure; the Customer will be informed of the commencement of

the failure in an appropriate manner. If the end of the failure is not foreseeable or if it lasts for

more than three months, each Party will be entitled to withdraw from the Contract.



Breguetlaan 38, 1438 BC Oude Meer, The Netherlands +31 20 446 9333

info@ushio.eu

www.ushio.eu

12. Choice of law and place of jurisdiction

The construction and validity of these Terms of Supply and all non-contractual obligations arising

from or connected with the Contract shall be governed by the laws of the Netherlands. Each

party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of Amsterdam

over any claim or matter arising under or in connection with the contract.

13. General provisions

13.1. Amendments and additions to the Contract and/or the Standard Terms of Sale and

Supply and subsidiary agreements must be in writing. This also applies to any change to this

requirement for amendments to be in writing.

13.2. A person who is not a party to the contract shall not have any rights to enforce its terms.

13.3. The contract contains all the terms agreed between the parties regarding the subject

matter and supersedes and replaces any prior agreement, understanding or arrangement

between the parties, whether oral or in writing. No representation, undertaking or promise

shall be taken to have been given or be implied from anything said or written in negotiations

between the parties prior to the contract except as expressly stated in these Terms of Supply

and the contract. Neither party shall have any remedy in respect of any untrue statement

made by the other upon which that party relied in entering into the contract (unless such

untrue statement was made fraudulently). Without prejudice to the foregoing, the only remedy

available to a party in respect of a breach of any representation which is incorporated into the

contract shall be for breach of contract.

13.4. Where a provision of the Contract and/or these Standard Terms of Sale and Supply is

ineffective in whole or in part, this will not affect the effectiveness of the remaining provisions

thereof. In this case, the Parties will undertake to replace the ineffective provision with an

effective provision which approximates most closely to the economic purpose of the ineffective

provision.

As of: February 2024