

1. SCOPE AND DEFINITIONS

- 1.1 These terms & conditions of use for the online portal "TRILUX ONE" – hereinafter referred to as "**Portal TCoU**" – of TRILUX GmbH & Co. KG – hereinafter referred to as "**TRILUX**" – shall apply to the use of the web-based online platform of TRILUX – hereinafter referred to as "**Portal**" – by the contractual partner acting and/or active commercially or independently – hereinafter referred to as "**User**".
- 1.2 Within the Portal that is accessible via "trilux.com", TRILUX is making available information as well as various functionalities and/or services, in particular in the areas of consulting, planning support, product selection, control, monitoring, project work and/or e-commerce. Hereinafter, the respective functionalities and services are summarily referred to as "**Functions**". The Portal TCoU shall also apply to the utilisation of these Functions by User.

2. CHANGES OF THE PORTAL TCOU

- 2.1 TRILUX may change the Portal TCoU at any time, with effect also within the existing contractual relationship, under adherence to the following procedure.
- 2.2 Regarding changes of the Portal TCoU, TRILUX shall notify User via e-mail or in the area of the Portal designated for this no less than 4 weeks prior to the planned taking effect of the changes.

Within 4 weeks of receipt of the notification regarding this, User may object to the changes in writing or via e-mail. If no objection is submitted and User continues to use the portal after expiration of the deadline for objections, the changes for use shall be considered effectively agreed upon.

3. ACCESS TO THE PORTAL; REGISTRATION AND LOGIN; RESPONSIBILITY FOR THE ACCESS DATA

- 3.1 The access to the Portal and use of the Functions made available there are possible only subsequent to login of User by means of entering the access data.
- 3.2 Access to the portal and use of the Functions available on it are permitted to User solely in his capacity as a professional person acting commercially and/or independently (entrepreneur within the meaning of § 14 BGB (German Civil Code)).

Consumers (within the meaning of § 13 BGB) shall expressly be prohibited access to the Portal as well as the utilisation of the Functions available there.

- 3.3 Prior to the first login to the Portal, a registration of User is required. Upon User's request, TRILUX can initiate the registration process or perform it for User. To the extent that such function exists, User may also perform the registration on the Portal on User's own by entering the registration data requested. However, an entitlement of User to perform the registration on User's own shall not exist.

The mandatory information requested in the course of registration must be provided truthfully by User. To the extent that User is providing voluntary information beyond that, said information must be truthful as well. In case of performing the registration themselves, User receives an activation link by e-mail after going the registration process. By activating said link, User

confirms User's user account and therewith concludes the registration. If TRILUX initiates the registration process or performs it for User, the registration will become effective only upon confirmation by User.

- 3.4 To the extent that User is a legal entity, the registration as well as thereafter the login to the Portal and the utilisation of the Functions may only be performed by such natural persons to whom User granted the authority to do so (e.g. employees of User) and who are, as such, authorised to use the Portal with effect for and against User.
- 3.5 It is User's responsibility
- to keep confidential User's access data and to not make these available to unauthorised third parties, and
 - to ensure that the utilisation of the Portal and of the Functions available thereon is performed solely by User and/or by persons authorised by User to do so.

User shall be liable for any use and/or other activity performed under utilisation of User's access data.

Should there be any risk that unauthorised third parties have gained knowledge of or will gain knowledge of access data, User shall inform TRILUX immediately.

4. USE AND PROHIBITIONS OF USE; THIRD-PARTY FUNCTIONS

- 4.1 In accordance with these Portal TCoU, User's authorisation shall be limited to access to the Portal and to utilisation of the Functions available thereon for User's own company-internal purposes during the term of the contract and in accordance with the provisions of these Portal TCoU.
- 4.2 User shall be prohibited from opening up of access to the Portal for resellers or other third parties as well as any other passing-through to third parties of Functions available on the Portal.
- 4.3 On the Portal, there may also be Functions available that are responsibly provided and furnished by third parties (e.g. by companies of the TRILUX Group). To the extent that different regulations apply to such Functions, User will be expressly informed thereof prior to access to the respective function. Typically, access is possible only after User has expressly consented to the deviating regulations.

The above shall apply accordingly to the extent that deviating provisions of TRILUX apply to select Functions.

5. ELECTRONIC COMMERCE

- 5.1 To the extent that Functions in the area of electronic business transactions are available within the Portal (e.g. the option to order products), these Functions are solely geared towards User in User's role as a professional person acting in a commercial and/or independent manner (entrepreneur within the meaning of § 14 BGB). Consumers (within the meaning of § 13 BGB) may not use these Functions.
- 5.2 To the extent that products or services of TRILUX are depicted within the Portal, this depiction shall not constitute a binding offer to conclude an offer, but rather only a non-binding online catalogue.
- 5.3 When in doubt, prices and remunerations specified

within the Portal are non-binding price recommendations.

- 5.4 To the extent that User can request quotations from TRILUX via the Portal and/or order product or services subject to a fee, the respective prices, remunerations and modalities as well as the process for conclusion of contract shall primarily be determined by the respective depictions within the Portal and, other than that, in accordance with the Portal TCoU at hand.

By actuating the button provided for this purpose (e.g. "Send order"), User submits an offer to conclude a contract. Subsequent to receipt of this order at TRILUX, User shall first receive an automatically sent order acknowledgement – either via e-mail or within the Portal. This order acknowledgement shall not yet constitute an acceptance of the offer by TRILUX but rather shall only confirm its receipt at TRILUX.

TRILUX shall declare acceptance of the offer through a separate order confirmation which shall be sent to User, in this case, within 5 workdays from receipt of the order at TRILUX, via e-mail or within the Portal. If User does not receive an order confirmation from TRILUX within this period, the order shall be considered rejected by TRILUX.

For the further performance of any contract concluded (e.g. of the order accepted by TRILUX via order confirmation), the "TRILUX – Terms & Conditions of Delivery and Service" in their respective current version shall take precedence – unless other Terms & Conditions were expressly agreed upon. These Terms & Conditions – as well as the further Terms & Conditions, to the extent any such were agreed upon – can be retrieved from the web pages of TRILUX (<https://www.trilux.com/en/footer/legal-information/>) and can additionally be requested from TRILUX at any time.

If further Terms & Conditions have been agreed upon (e.g. the "General Terms & Conditions for TRILUX Digital Services"), these shall take precedence over the "TRILUX – Terms & Conditions of Delivery and Service" when in doubt.

- 5.5 The text of the contract will be stored by TRILUX and can be retrieved by User subsequent to conclusion of the order process by sending an e-mail with a corresponding request to TRILUX. Where applicable, the text of the contract is additionally stored within the Portal that is accessible to User.

6. UTILISATION OF CONTENTS

- 6.1 Where applicable, data sheets, operating manuals, usage notes, planning data, forms and/or other material – hereinafter summarily referred to as "Contents" – are available with the Portal for review and/or download.

- 6.2 Contents intended for download are marked accordingly (e.g. by a download button). Only Contents marked accordingly may be downloaded by User.

In Contents downloaded using the download function, User shall receive a simple, non-exclusive right to use of the respective Contents for User's own company-internal purposes.

- 6.3 User shall not be entitled to Contents being kept available on the Portal. TRILUX may, at any time, replace Contents available on the Portal with new

versions or remove them from the Portal.

7. AVAILABILITY OF THE PORTAL

- 7.1 User shall not be entitled to continuous availability of the Functions that are usable free of charge. In particular, TRILUX may, at any time, due to

- an acute threat to its data, hardware and/or software infrastructure and/or that of its contractual partners due to external threats (e.g. viruses, port hacking, attacks by Trojans), or due to
- a significant threat to the safety of network operation or network integrity

temporarily restrict access to the Functions that are usable free of charge.

- 7.2 With respect to any Functions available on the Portal subject to a fee, TRILUX warrants an availability of the Functions that are subject to a fee of 97% when viewed over a period of 12 months, unless other availabilities are specified within the Portal for Functions that are subject to a fee.

Not considered periods of non-availability shall be individual outages as well as impediments of availability of the Portal during the regular maintenance windows and/or during maintenance, installation or remodelling work announced to User, within the Portal, with adequate notice as well as shutoffs or shutdowns during these period that were planned and announced to User as described above.

The regular maintenance windows are stated within the Portal.

Not considered periods of non-availability shall furthermore be periods in which the Portal is not or only to a limited extent available due to reasons that are not within the sphere of influence of TRILUX (e.g. force majeure, disruptions in the telecommunications lines, third-party fault).

Not considered periods of non-availability shall furthermore be period in which TRILUX, due to

- an acute threat to its data, hardware and/or software infrastructure and/or that of its contractual partners due to external threats (e.g. viruses, port hacking, attacks by Trojans), or due to
- a significant threat to the safety of network operation or network integrity

is temporarily restricting access to the Portal. In case of such a decision, TRILUX will take into consideration the justified interests of its contractual partners to the extent possible and will undertake everything reasonable for TRILUX to lift the access restriction as soon as possible.

- 7.3 The responsibility of TRILUX for the components utilised shall end at the data interfaces of the data centre of TRILUX and/or of its subcontractors to the public data networks, unless something different was expressly agreed upon.

8. BLOCKING OF ACCESS

- 8.1 TRILUX shall be entitled to temporarily or permanently block User's access to the Portal and/or to select Functions if specific indications exist that User has violated these Portal TCoU, other agreements with TRILUX and/or applicable law.

In the decision regarding a block as well as regarding its duration, TRILUX shall reasonably take into

consideration the justified interests of User.

- 8.2 TRILUX shall be entitled to temporarily block User's access to Functions that are subject to a fee if and for as long as User is in default with the payment of any fees due.
- 8.3 In case of a block in accordance with the above Article 8.1 or 8.2, User shall not be entitled to reimbursement of any fees already paid.
- 8.4 Subsequent to the elimination of the reason for blocking, TRILUX shall release User's access again within a reasonable period of time. In the event of a justified permanent blocking, User is permanently no longer authorised to a utilisation of the Portal and of the Functions available thereon. In both cases, TRILUX shall inform User about this (e.g. by e-mail or by means of a message upon a login attempt by User).

9. CHANGE OF FUNCTIONS

- 9.1 The content, scope and functionality of the Functions available on the Portal may change over the course of utilisation, in particular in the context of the typical further development of the Portal and/or of the products and services of TRILUX.
- 9.2 User shall not be entitled to retention of Functions that are usable free of charge in the form User is familiar with.
- 9.3 Regarding changes to Functions that are subject to a fee, TRILUX shall notify User of the changes in writing, via e-mail and/or on the Portal in as timely a manner as possible and prior to the planned changes taking effect, if these changes, at the discretion of TRILUX, have significant impacts on User's utilisation of the Functions that are subject to a fee.

To the extent that the changes are not reasonable for User, User may object to the respective changes within 30 calendar days of receipt of the aforementioned notification in writing or via e-mail. If no objection is submitted and User continues to use the (where applicable, changed) Functions that are subject to a fee after expiration of the deadline for objections, the changes shall be considered effectively agreed upon.

If User objects to the changes and if the continued provision of the Functions that are subject to a fee in the unchanged form is impossible or unreasonable for TRILUX (e.g. because a change must be made compulsorily for security reasons), TRILUX shall be entitled to immediately cancel the provision of the respective Functions.

10. REMUNERATION AND PAYMENT MODALITIES; OFFSETTING

- 10.1 Unless expressly agreed upon otherwise, the utilisation of the Portal and of the Functions available thereon shall be free of charge to User.

User shall pay to TRILUX the agreed upon fees only for the provision of Functions expressly subject to a fee (e.g. pay per use, energy and/or light monitoring services). In this case, User shall expressly be notified of the fee incurred in case of use prior to access to the respective function. Access shall be possible only once User has expressly confirmed the agreement on the obligation to pay fees. Independent of this, TRILUX may – at its own discretion – open up to User test

accesses to these Functions free of charge (e.g. within so called freemium campaigns).

- 10.2 To the extent that, within the Portal, products or services of TRILUX are represented as being available in electronic business transactions (c.f. Article 5.2), the prices and remunerations specified there shall apply.
- 10.3 Prices, remunerations and fees agreed upon are to be understood plus the respective legally valid value added tax.
- 10.4 If an indefinite term is agreed upon for the provision of Functions (e.g. service subscription), the remuneration shall each be billed in advance to the start of the agreed upon billing period, unless agreed upon otherwise.
- 10.5 If a fixed term ("total term") has been agreed upon for the provision of Functions, User shall be billed in advance for the total term, unless agreed upon otherwise.
- 10.6 Amounts billed shall be due upon receipt of the respective invoice at User's and shall be payable by User within 14 calendar days of receipt of the invoice without deduction.
- 10.7 User shall only be entitled to the right to withhold payments or to offsetting them with counterclaims to the extent that User's counterclaims are undisputed or have been judicially determined.

11. LIABILITY AND LIMITATION OF LIABILITY

- 11.1 To the extent that the area of application of the German Telecommunications Act (TKG - Telekommunikationsgesetz) has been opened up, the liability of TRILUX shall be limited in accordance with the provision(s) of § 44a TKG. Outside of the area of application of the TKG, the liability of TRILUX shall be governed by the following provisions.
- 11.2 TRILUX shall be liable only in the event of fault of its own or fault of its legal representatives, executives and simple vicarious agents.
- 11.3 If User suffers any damage as a result of the utilisation of the Portal and/or of the Functions available thereon free of charge, TRILUX shall be liable only if the damage occurred due to the utilisation of the Portal and/or its Functions as agreed upon, and only in case of intent (including fraud) and in case of gross negligence of TRILUX or its legal representatives, executives or simple vicarious agents.
- 11.4 Within the context of the use of Functions that are subject to a fee, TRILUX shall bear unlimited liability for intent and gross negligence, also of its legal representatives, executives and simple vicarious agents.

In the event of a slightly negligent breach of an obligation which User could rely on being complied with and the fulfilment of which is essential for the proper execution of the contract (so-called cardinal obligation), the liability of TRILUX shall be limited to the foreseeable damages typical of this type of contract. Other than that, any liability for damages caused by ordinary negligence shall be excluded.

- 11.5 The liability for data loss or data destruction shall be limited to the typical recovery effort that would have been incurred if User had made regular backup copies in accordance with the risks involved.
- 11.6 The liability for intent (including fraud), personal injuries as well as under the German Product Liability

- Act shall remain unaffected by the above provisions.
- 11.7 The above provisions shall also apply in favour of the employees of TRILUX.
- 12. CONFIDENTIALITY; DATA PROTECTION AND DATA SECURITY**
- 12.1 The parties shall keep confidential all information and knowledge acquired in the course of the execution of the contract – in particular trade secrets pursuant to § 2 No. 1 of the German Trade Secrets Act (GeschGehG) – and other confidential information – such as technical, commercial or organisational information – as well as all information made available for the purpose of the contract, in particular such information that results from protected documents – and shall protect it from the unauthorised gaining of knowledge, disclosure, duplication, use and other misuse by third parties not involved in the execution of the contract (“obligation to protect secrecy”).
- The parties shall be obliged to take any and all reasonable measures to comply with the above obligation to protect secrecy.
- 12.2 Confidential information shall not include information that is generally published by the disclosing party or that constitutes publicly available information.
- 12.3 To the extent that TRILUX makes use of third parties for the provision of the services resulting from the respective contractual relationship, TRILUX shall be entitled to disclose confidential information and data of User to such third parties to the extent that this is necessary for the provision of the services in accordance with the contract. TRILUX shall obligate the third party(s) to maintain confidentiality and data protection.
- 12.4 TRILUX shall furthermore be entitled to disclose confidential information and data of User to the extent that TRILUX is obligated to do so by law or official orders, and furthermore to the extent that this concerns third parties who are obligated to maintain confidentiality in accordance with their profession.
- 12.5 To the extent that TRILUX carries out order processing for User (within the meaning of Art. 28 of the General Data Protection Regulation), the parties shall conclude an agreement on order processing.
- 12.6 Each party shall bear sole responsibility within its area of responsibility for compliance with the data protection provisions applicable to said party.
- 13. TERM AND TERMINATION; TERMINATION OF USE**
- 13.1 The provision and utilisation of the Portal and of the Functions that are usable thereon free of charge may be terminated by either party without notice.
- 13.2 The provision of agreed upon Functions that are subject to a fee shall begin with their activation by TRILUX.
- If a fixed term (“total term”) has been agreed upon, the provision shall end at the end of this total term without any notice of termination being required. Otherwise, the provision of agreed upon Functions that are subject to a fee – unless otherwise agreed with respect to the respective Function – shall have an indefinite term and may be terminated by either party at the end of a month, subject to a period of notice of thirty calendar days.
- 13.3 The right of the parties to termination without notice for cause remains unaffected.
- 13.4 Upon termination taking effect, User's right to use the Functions affected by the termination shall cease and TRILUX shall be entitled to block access to these Functions. In the event of termination of the entire contractual relationship, TRILUX shall be entitled to block access to the Portal.
- TRILUX shall, furthermore, be entitled to delete any and all data of User related to the respective Functions and affected by the termination after 30 calendar days have elapsed from the effective date of the termination, unless mandatory statutory provisions to the contrary apply.
- 14. FINAL PROVISIONS**
- 14.1 All legal relations between TRILUX and User shall be governed exclusively by the laws of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 14.2 The place of jurisdiction shall be the court locally and factually competent for the registered office of TRILUX. However, TRILUX shall be entitled to file a suit at User's principal place of business.
- 14.3 The place of performance for both parties shall be the registered office of TRILUX.