



LEDVANCE S.A.

**Av. de las Américas S/N Parqueo Aeropuerto José Joaquín de Olmedo Edificio
Sky Building, Piso 6 Oficina 602 - Guayaquil – Ecuador
Tel: 593-4 5002380**

LEDVANCE Ecuador PURCHASING CONDITIONS

1. Order and Order Confirmation

(1) The following purchasing conditions shall apply to our Orders. Any general terms and conditions imposed by the contractor shall be binding on us only insofar as they are compatible with our terms and conditions or we have expressly indicated our agreement in writing.

(2) Acceptance of the contract shall be confirmed immediately - no later than 14 days after receipt of our order - by returning the copy of our order form duly signed.

(3) We may revoke the order if we have not received confirmation within the specified period.

(4) If the conditions set out in the contract confirmation form differ from our order, we shall be bound by the revised conditions only if we have indicated our agreement to the change(s) in writing. Acceptance of supplies or Services or payment for such supplies or Services does not constitute agreement.

(5) The contractor is obliged to provide proof of origin, as defined by EG preferential agreements in the form of supplier declarations in accordance with EC Regulation 1207/ 2001 or in the form of movement certificates. If the goods do not have a certified origin, the words "Not original goods" must be included on the contract confirmation form and on the invoice. In this case, we have the right to revoke the order. In relations between Ecuador and China, Chapter 4 (Rules of Origin) and Annex 5 of the Free Trade Agreement (FTA) between Ecuador and China would apply, which requires a formal certificate of origin.

(6) Amendments and additions to the order must be made by writing.

(7) In the case of orders for materials or preparations covered by a material safety data sheet, the supplier must automatically provide this data sheet in accordance with EC Regulation 1907/2006 (REACH) (In Ecuador, the NTE INEN 2266 standard) free of charge. The supplier must send a copy to the LEDVANCE purchasing department.



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2. Prices

(1) The prices quoted in our order and confirmed by the contractor shall be considered as fixed prices.

(2) Any change in the price, either up or down, as a result of changes affecting the execution of the work must be notified to us immediately and require our written agreement before the goods are shipped.

3. Payment

(1) On receipt of all the goods or on completion of the work we shall settle the invoice on which our order number shall be quoted, on the 1st working day of the month following the agreed Payment Date.

(2) Payment on our part does not indicate our acceptance that supplies or Services have been made according to contract.

(3) We shall make payments only to the contractor. Assignment of a claim requires our prior written approval.

4. Date of Delivery

(1) The goods must have been supplied to our designated reception point by the specified deadline. This shall also apply analogously to Services rendered.

(2) Requests on the part of the contractor to extend the agreed deadlines must be made as soon as possible so that we can decide whether or not to honour the original order.

(3) Supplies over or above the contracted quantity or (part) supplies in advance of agreed deadlines require our prior approval. Any additional costs incurred shall be borne by the contractor.

5. Packaging

Unless otherwise indicated in the order, the costs of packaging shall be included in the prices. In the case of agreements with separate enforcement, packaging shall be invoiced at cost.



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6. Shipment

- (1) Shipment to our designated reception point is at the contractor's own risk.
- (2) Unless otherwise agreed, the contractor shall bear all shipment costs so that the agreed prices are delivered freely.
- (3) If the prices are ex works or ex contractor's warehouse, or if we are paying freight charges, the shipments must be made at the lowest possible cost. If we have expressly specified a particular method of shipment, a particular freight forwarder and/ or a particular route, the contractor shall be responsible for ensuring that the specified shipment incurs the lowest possible costs.
- (4) If we are paying freight charges, the freight forwarder must be notified that no insurance of the goods may be concluded.
- (5) Postal packages and parcels must be submitted free of charges to us. For ex works prices the postage shall be charged to the goods.

7. Warranty

- (1) The contractor shall guarantee his supplies and services according to the applicable laws and within the statutory warranty periods. Contrary to this, the warranty period for defects in title shall be 30 years.
- (2) Defects which lead to the rejection of the goods/ services and all defects detected at the passing of the risk or during the warranty period shall be eliminated by the contractor at the contractor's cost, or the contractor, at the request of LEDVANCE Ecuador, shall supply new goods/ services free from defects.
- (3) If the contractor does not eliminate the defects or supply new goods/ services within a reasonable period to be set by LEDVANCE Ecuador, then LEDVANCE Ecuador is entitled to:
 - Withdraw entirely or in part from the contract with impunity,
 - Demand a price reduction,
 - Eliminate the defects itself, have them eliminated or arrange for new supplies, the costs to be borne in each case by the contractor, or
 - Claim damages for non- fulfilment of contractual obligations.



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The same applies if the contractor declares himself unable to eliminate the defects or provide new goods/ services within the specified period.

(4) Complaints in respect of defects are considered to be made in good time if they are lodged within one month of the supply of the goods/ services or, if the defects are such that they do not come to light until the goods are further processed or used, within one month of their appearance.

(5) Claims of LEDVANCE Ecuador under statutory provisions remain unaffected by the above remedies.

(6) The contractor shall bear the costs and risks relating to the return of defective goods.

(7) If a claim is filed against LEDVANCE Ecuador based on statutory law in connection with supplied defective product, the supplier shall indemnify LEDVANCE if the damage is attributable to him.

8. Accident Prevention/ Environmental Protection Regulations

(1) The supplied goods and Services and also the production processes of the supplied goods must comply with statutory requirements, particularly with the law governing technical equipment(equipment safety law), the law on dangerous chemicals, other relevant Standards and other recognized practices and procedures. The requirements of the LEDVANCE index List Environment have to be fulfilled. The regulations of any international associations specified in the order must also be observed. The same applies to environmental protection regulations.

(2) Any necessary protective equipment must be provided and must be included in the price.

(3) Regulations governing the transport of dangerous goods must be observed. If the order indicates that the goods are to be forwarded by sea or air, the supplier must comply with all the regulations connected with these types of transport in respect of packaging and labelling.

9. Drawings, Samples and Tools

Drawings, models, samples or tools made available to the contractor by us remain our property and must be returned on request at any time, but no later than the completion date for the order.



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They shall be labelled as our property and may be used only for the completion of our order. The contractor shall preserve their secrecy and must not allow them to be copied. Their loss must be reported to us immediately. We reserve the right to press for damages.

10. Provided Material

(1) All materials provided by us remain our property and we are considered as manufacturers. As manufacturers we retain or automatically acquire property rights on the objects produced

through the processing of these materials. The materials and objects shall be specially labelled, stored for us in a safe place and insured against risks such as fire and theft.

(2) Palettes and other transport materials supplied by us remain our property and must be returned to us. We reserve the right to Claim compensation for any unreturned items.

11. Industrial Property Rights

(1) The contractor shall testify that the objects he supplies do not violate any domestic or foreign industrial property rights and shall guarantee us full freedom and Copyright permission to use and transact with these objects at home and abroad. Specifically, the contractor shall exempt us from any and all Claims by third parties resulting from the violation of domestic or foreign industrial property rights relating to the supplied goods and shall indemnify us for any damages, including any claims of recourse made by our customers.

(2) If the objects supplied violate domestic or foreign industrial property rights we shall be entitled to withdraw from the order and Claim damages for non-performance.

12. Secrecy/ Data Protection

(1) The order and any commercial or technical information supplied by us to the contractor in connection with the order are confidential. We reserve the right to press for damages if confidentiality is violated.



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(2) If the contractor handles or processes any personal data in connection with his contractual obligations; he must ensure that all employees involved are bound in writing to the data secrecy.

13. Advertising

No reference may be made to commercial links with us for the purpose of advertising unless we have given our written approval.

14. Withdrawal

We may withdraw from the contract if the contractor stops payment or applies for insolvency proceedings (or any similar foreign procedure).

15. Gifts to Employees

Offering gifts to employees shall be considered a breach of contractual or pre-contractual obligations.

16. Construction Works

Construction works and ancillary services shall be subject to the contracting rules for the award of construction works contracts (VOB) Parts B and C. Contrary to this, the warranty periods apply for defects of quality, the warranty period for defects in title shall be 30 years.

17. Applicable Law/ Place of Performance/ Jurisdiction

(1) The governing law shall be Ecuadorian law.

(2) The place of performance is the reception point specified by us.

(3) Venue shall be Guayaquil.

(4) Application of the Convention Relating to a Uniform Law on the International Sale of Goods of 17. 7. 1973 and the UN Agreement on the International Sale of Goods of 11. 4. 1980 are precluded.