GENERAL TERMS OF SALE

These terms and conditions are available in several languages. In the event of any discrepancy or inconsistency, the English version shall prevail. Other language versions are provided for convenience only.

1. FORMATION OF CONTRACT

1.1 All quotations and tenders are made and all orders are accepted by I-Valo Oy (the "Supplier"), subject to these General Terms of Sale. All orders placed with the Supplier constitute the Purchaser's acceptance of these General Terms of Sale and its waiver of its own General Terms of Procurement.

1.2 No modified or other conditions will be applicable unless they are expressly agreed in writing and signed by an authorised officer of the Supplier. Failure of the Supplier to object to any conditions or contractual terms contained in any order or other communication from the Purchaser shall neither be construed as a waiver of the applicability of these General Terms of Sale nor an acceptance of such other conditions or contractual terms.

1.3 An offer of sale by the Supplier is capable of acceptance only within the period stated therein or, when no period is so stated, within thirty (30) days after its date of issue.

1.4 The contract shall be deemed to have been entered into when the Supplier has sent a written order confirmation following receipt of an order.

2. RELIANCE ON THE PURCHASER'S DRAWINGS AND INFORMATION

The Purchaser shall be solely responsible for ensuring that all drawings, information, advice and recommendations given to the Supplier are accurate, correct and suitable. Examination or consideration by the Supplier of such drawings, information, advice or recommendations shall in no way waive or reduce the Purchaser's responsibility hereunder.

3. THE SUPPLIER'S DRAWINGS AND INFORMATION

The descriptions and illustrations contained in the Supplier's catalogues, brochures, price lists and other advertising media are intended merely to present a general idea of the products described therein and do not form part of any contract for sale of the products and no responsibility is accepted by the Supplier for any errors or omissions therein or for any loss and/or damage resulting from the Purchaser's reliance on such descriptions and illustrations.

4. PRICES – TERMS OF PAYMENT – TAXES

4.1 Unless otherwise expressly stated, all prices quoted by the Supplier are in euros and on an Ex Works basis (I-Valo's factory in Iittala, Finland; Incoterms 2020). The Purchaser shall pay to the Supplier any VAT arising on the supply of the products and/or services.

4.2 Where the Purchaser requires the products and/or services to be provided by the Supplier outside Finland, the Purchaser shall be responsible for obtaining any and all import permits and licences required for the products and/or work. The Purchaser shall also be responsible for paying to the relevant authority, or reimbursing the Supplier for, all VAT, customs and import duties or other taxes or duties arising from the importation of products and/or services into the relevant country, in addition to the contract price.

4.3 Payment for the products and/or services shall be made in full following delivery and/or acceptance, within thirty (30) days of the invoice date, without any deductions or charges.

4.4 In the event of late payment, the Supplier is entitled to:

- charge interest on the sum overdue until payment is made at the rate of fourteen (14) per cent per annum;
- require payment in advance of delivery of undelivered products and/or further completion of services;
- decline to make delivery of any undelivered products whether ordered or not and without incurring any liability whatsoever to the Purchaser for non-delivery or any delay in delivery;
- decline to continue performance of any services whether ordered or not and without incurring liability whatsoever to the Purchaser for non-completion or any delay in completion.

4.5 If the Purchaser's non-fulfilment is not rectified by the Purchaser within thirty (30) days of notice thereof, the Supplier may terminate the sale with immediate effect without incurring any liability towards the Purchaser. All direct costs, losses and damages incurred by the Supplier as a result of the Purchaser's non-fulfilment shall be payable by the Purchaser.

4.6 The foregoing provisions shall apply without prejudice to any and all damages which may be claimed by the Supplier.

5. DELIVERY – SHIPPING

5.1 Delivery dates are approximate only, and the Supplier shall not be liable for failure to dispatch on any particular date or dates. In the event that the Supplier shall fail to dispatch the products within thirty (30) days of the estimated date, then the Purchaser shall be entitled to serve notice upon the Supplier, requiring the Supplier to effect dispatch within thirty (30) days of receipt of such notice, failing which, the Purchaser may terminate the order without further charge on either side.

5.2 Unless otherwise expressly stated, all deliveries shall be on an Ex Works basis from the Supplier's facility, i.e. I-Valo's factory in Iittala, Finland (Incoterms 2020). Consequently, the Purchaser is responsible for carriage, insurance and/or customs clearance.

5.3 If the quantity of products received by the Purchaser does not equate to the quantity of products ordered, then the Purchaser is required to notify the Supplier in writing of the discrepancy within seven (7) calendar days of receipt of the products. The Purchaser will not be entitled to reject any products by reason of short delivery.

5.4 In the event that the Purchaser fails to accept delivery of the products, the Purchaser shall, on demand, pay the Supplier for and/or indemnify the Supplier against any liabilities for all services provided or used by the Supplier as a consequence, including but not limited to, insurance, storage or handling and the Supplier shall have a lien over any such products.

6. LOSS OR DAMAGE IN TRANSIT

The Supplier will repair, or at the Supplier's option replace, free of charge, products lost or damaged up to the point of delivery, provided that the Purchaser has added a notification to the bill of carriage and that the Supplier receives written notification of such damage within three (3) days of delivery, or if lost, within ten (10) days from the date the Supplier has acknowledged the products will be dispatched. The Supplier's obligations hereunder are in lieu of all other liabilities that might otherwise arise in respect of such loss or damage and its consequences.

7. RISK AND TITLE

7.1 Unless otherwise expressly stated, the risk of loss or damage to the products shall pass to the Purchaser when the products are dispatched to the Purchaser.

7.2 The products delivered shall remain the Supplier's sole and absolute property and title in them shall not pass to the Purchaser until such time as the Purchaser has paid the Supplier in full for the products and for any other products which are the subject of this or any other contract with the Supplier. Until such time, the Purchaser's possession of the products shall be as bailee for the Supplier and the Purchaser will store the products in a manner which enables the products to be clearly identified as the property of the Supplier.

7.3 Until title in the products passes to the Purchaser, the Supplier shall be entitled at any time by notice either to require the Purchaser to return the products forthwith at the Purchaser's expense, or to enter upon the premises where they are stored (or where they are reasonably thought to be stored) for the purpose of recovering them.

8. PACKAGING

Where special packing is ordered by the Purchaser, or is deemed necessary by the Supplier, then the Supplier will charge the Purchaser with the full cost of such special packing. Otherwise packing in accordance with the Supplier's standard procedure is included in the product prices charged.

9. INSPECTION AND TESTS

If tests in the presence of the Purchaser or the Purchaser's representative are required, these will be paid for by the Purchaser. In the event of any delay on the Purchaser's part in attending tests (where the attendance of the Purchaser is required) or in carrying out an inspection required by the Purchaser after fourteen (14) days' notice that the Supplier is ready (or such shorter period as may be agreed in writing by the Supplier and the Purchaser), the tests will proceed in the Purchaser's absence and shall be deemed to have been made in the Purchaser's presence. The location and the timing of the tests shall be determined by the Supplier at the Supplier's sole discretion.

10. GENERAL TERMS OF WARRANTY

I-Valo Oy grants the following warranties for its standard LED luminaires:

- Body / housing / mounting brackets / mechanical structure: twenty-five (25) years. This 25-year body warranty applies only to upgradeable luminaires designed in accordance with the Fit for the Future concept. The luminaire cover and protective glass are excluded from the body warranty.
- Luminaire (including LED module, driver, optics and electronics): seven (7) years.
- Third-party products supplied by I-Valo: as specified in the product documentation
- Other components (e.g. emergency luminaire batteries): as specified in the product documentation or one (1) year.

During the body warranty period, I-Valo guarantees the repairability of the luminaire and its continued usability through maintenance, using original, equivalent or improved spare parts for luminaires that comply with the Fit for the Future concept. The warranty requires the use of spare parts supplied by I-Valo only.

I-Valo luminaires are specified, designed and manufactured as truly sustainable products with a long service life. I-Valo therefore commits to the long-term availability of luminaires and spare parts, and to maintaining the serviceability of all I-Valo luminaires.

The warranty period begins on the invoice date for the product and covers luminaires ordered on or after 1 November 2026. The warranty period for a repaired or replaced product is calculated from the invoice date of the original product.

The warranty covers manufacturing and material defects provided that:

- the product has been stored, installed, used and maintained in accordance with the installation instructions, operating instructions and applicable regulations,
- the operating conditions remain within the limits stated in the product's technical data (temperature range, humidity, IP rating, corrosion class, etc.),
- the product has not been modified without prior written permission from I-Valo Oy.

If the product contains a control system (such as DALI or Casambi), the Supplier is not responsible for commissioning the control system. The system integrator shall ensure the compatibility of the system components and the proper functioning of the lighting system.

The Purchaser must report any defect in writing immediately, and in any event within thirty (30) days of becoming aware of the defect. If the warranty covers the defect, I-Valo shall, at its option, repair the product or supply a replacement part or a replacement product. Labour, lifting, dismantling and reinstallation costs are excluded.

The general terms of warranty shall not apply to special products or to special uses of the products. This includes any use of the product outside its normal place of use, even where such use has been agreed with the Supplier. Warranty for special products or special uses—including use outside the normal place of use specifically agreed with the Supplier—shall be granted on a case-by-case basis and agreed separately with the Purchaser.

THE WARRANTY SHALL NOT BE VALID IF

- the defect or malfunction has been caused by overvoltage, misuse, natural forces (such as lightning), water damage, fire or other sudden or unforeseen event,
- the product has been used in incorrect operating conditions,
- the product has been left without cleaning and maintenance in accordance with the instructions in the user manual,
- the product has been altered without written permission and instructions from I-Valo Oy,
- the rating label is not legible,
- the installation includes incompatible devices, components or power supplies,
- the product has been mechanically damaged or stored improperly,
- the product has been installed or used in environments containing strong acids (e.g. hydrochloric acid), alkalis, solvents or other highly corrosive chemicals in the form of gas, vapour, mist or splash, or in environments whose corrosivity class exceeds the level stated in the product's technical data (e.g. ISO 12944 C5 or higher), unless the product has been specifically approved in writing by I-Valo Oy for such use.

THE WARRANTY SHALL NOT

- cover the costs incurred for the replacement of the faulty product.
- cover costs arising from loss of production, potential loss of profit or other consequential losses.
- cover damage caused by the product to other property.
- cover the faults caused by natural wear and tear (for electronic components, 0.2% per 1,000 h). The normal decrease in luminous flux for LED products is indicated for each product on our website. For example, 'L80 100,000 h' means that, after 100,000 operating hours, at least 50% of the luminaires retain 80% or more of their initial light output.
- extend to the batteries of emergency luminaires, which have a separate warranty period of one (1) year.

11. LIMITATION OF LIABILITY

11.1 Nothing in these General Terms of Sale shall limit or exclude the Supplier's liability:

- for death or personal injury caused by its negligence, or the negligence of its employees, agents, distributors or sub-suppliers;
- for its fraud or fraudulent misrepresentation, or any deliberate or intentional act or gross negligence; or
- to the extent that liability cannot be limited or excluded by applicable law.

11.2 Subject to the above, the following provisions apply to the liability of the Supplier (including the liability of its employees, agents and sub-suppliers) whether arising by way of indemnity, in contract, under a guarantee, in tort (including negligence), for breach of statutory duty or otherwise:

- the Supplier shall not be liable to the Purchaser for any loss of profit, revenues, anticipated savings, business, information or data, or for any other financial or economic loss or for any indirect or consequential loss arising under or in connection with these General Terms of Sale or any order made hereunder; and
- the Supplier's total liability to the Purchaser in respect of all other losses arising under or in connection with these General Terms of Sale and any order made hereunder (when aggregated with any penalty and liquidated damages provisions) shall not exceed the amount of the order.

11.3 Except as set out in these General Terms of Sale, all warranties, conditions and other terms implied by statute or law are, to the fullest extent permitted by mandatory law, excluded.

11.4 Each party acknowledges that it is not relying on, and shall have no right or remedy in respect of, any statement, misrepresentation, assurance or warranty (whether of fact or of law and whether made innocently or negligently) of any person other than as expressly set out in these General Terms of Sale.

12. FORCE MAJEURE

12.1 If the delivery of products or the completion of services is delayed by (or by steps taken to mitigate the risk or effect of) any cause beyond the reasonable control of the Supplier or any of its sub-suppliers including (but without implying limitation) natural disasters, war, riot, terrorism, hostilities, strikes, lockouts, fire, storm, flood, nuclear risks, disease, accidents, defective materials and/or components, delays in receipt of raw materials or bought-in goods or components ("Force Majeure"), a reasonable extension of time shall be granted.

12.2 If the Force Majeure in question prevails for a continuous period in excess of thirty (30) days, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

12.3 Either party may, during the continuance of any Force Majeure event, terminate the relevant order by written notice to the other if that event affects all or a substantial part of the supply of products and/or the performance of services and continues for more than ninety (90) days.

13. CANCELLATION BY PURCHASER

No order which has been accepted by the Supplier may be cancelled by the Purchaser except with the Supplier's agreement in writing and on terms that the Purchaser shall indemnify the Supplier in full against all loss (including loss of profit), cost (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation. No products may be returned unless agreed with the Supplier in writing prior to such return.

14. INTELLECTUAL PROPERTY

The Purchaser acknowledges that all copyright, trade marks and other intellectual property rights subsisting in or used in connection with the products and/or services, including all related documentation and manuals, are and shall remain the property of the Supplier. The Purchaser shall not in any way question or dispute the Supplier's ownership of those rights.

15. CONFIDENTIALITY

The Purchaser shall treat the details of these General Terms of Sale, any sale made hereunder and any information made available in relation hereto as private and confidential and shall not publish

or disclose the same or any particulars thereof without the prior consent of the Supplier, provided that nothing in this clause shall prevent the publication or disclosure of any such information that has come within the public domain otherwise than through a breach of this clause or that is required to be disclosed by law.

16. NO WAIVER

No failure or delay by a party to exercise any right or remedy provided under these General Terms of Sale shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17. APPLICABLE LAW AND DISPUTES

17.1 These terms and conditions are available in several languages. In the event of any discrepancy or inconsistency, the English version shall prevail. Other language versions are provided for convenience only.

17.2 These General Terms of Sale and any order made hereunder shall in all respects be governed by and construed in accordance with the substantive laws of Finland, without regard to its rules for choice of law or the United Nations Convention on Contracts for the International Sale of Goods.

17.3 Any dispute, controversy or claim arising out of or in connection with these General Terms of Sale or any sale made hereunder, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language to be used in the arbitration is English.