XAL North America. General Terms & Conditions of Sale
(as of June 2026)

1. SCOPE OF VALIDITY
(1) The following General Terms and Conditions of Sale ("Terms and Conditions") apply to and are deemed to be incorporated within all business relationships and contracts between XAL North America Inc., 8380 NW 64th Street, Miami, FL 33166 („XAL") and a buyer („Buyer") for the sale and the supply of products, services, equipment and materials, unless the contrary is expressly and specifically agreed in writing by XAL. The version valid at the time of the conclusion of the contract is applicable.
(2) By entering a contract or – if earlier – accepting the delivery of goods Buyer accepts these Terms and Conditions and shall be deemed to have withdrawn its own terms and conditions. Any contrary or additional terms or conditions in any purchase order or other writing from Buyer shall be of no force or effect and are hereby rejected. Even if acknowledged, variant, opposing or supplementary general business conditions will not become an integral part of the contract, unless their validity is expressly agreed to in writing by XAL.

2. CONCLUSION OF CONTRACT
(1) All XAL's quotations are non-binding, without obligation and subject to confirmation.
(2) A contract is only concluded when XAL issues a confirmation of order or makes a delivery after receiving an order from Buyer. An order from Buyer always represents a binding offer. XAL reserves the right to decline an order, for example upon evaluation of Buyer's creditworthiness. Buyer's submission of a purchase order shall indicate Buyer's acknowledgment of and agreement to these general terms and conditions. Purchase orders shall be made out to and sent to XAL North America Inc., 8380 NW 64th Street, Miami, FL 33166, and shall be deemed accepted only upon issuance of a written acknowledgement of such order by XAL. The confirmation of receipt does not, however, constitute a binding acceptance of the order. XAL agrees to sell the products covered by its net price list only subject to these Terms and Conditions.
(3) Specific Buyer's instructions, i.e. with regard to delivery dates, discounts or the like, shall not be binding until explicitly confirmed by XAL in the confirmation of order.
(4) XAL shall expressly agree with any changes or additions to the order made by Buyer after the conclusion of the contract and reserves the right to indemnification. XAL reserves the right to partial or non-performance of a contract in case of XAL's incorrect or improper deliveries by suppliers. In this case XAL undertakes to inform the Buyer without delay and any compensation will be reimbursed partially or fully.
(5) All offers and purchase orders shall only come into force under explicit inclusion of these Terms and Conditions.

3. PRICES, QUOTATIONS, TRADE DESCRIPTIONS, SPECIFICATIONS
(1) The prices and the terms of payment stated in the XAL's order confirmation shall apply. To all prices quoted and all extra expenses, XAL adds the legally applicable value added taxes. All prices quoted shall be exclusive of lamps for those fixtures where lamps are not built-in. Should XAL's costs increase by the time of delivery, the prices can be recalculated on a pro rata basis. Unless otherwise indicated, all prices and quotations shall be valid for a period of up to 60 days from the date of quotation and are subject to these Terms and Conditions.
(2) XAL reserves the right to withdraw or change any quotation at any time for any reason prior to XAL's written acknowledgement of any purchase order. XAL's net price list does not constitute in itself an offer to sell for a current price.
(3) XAL takes all reasonable precautions to ensure that the price quotations, descriptions, illustrations, and technical data in its catalogues, net price lists, and any of its other publications (collectively, "XAL Information") are correct at the time of printing, but shall not be responsible for any errors or omissions. All XAL Information is intended as guidance only and XAL reserves the right to change such information at any time. XAL creates catalogues on- and offline and any other sales documents, lists and drawings, as well as weights and measurements with the utmost care, but reserves the right to subsequently correct any obvious errors. XAL endeavors to correctly ship quantities ordered. It shall be the responsibility of Buyer to verify quantities against drawings and final verification.

4. PAYMENT TERMS
(1) Unless otherwise agreed in writing, all invoices shall be paid net within 14 days upon date of the invoice with no deductions. Any payment made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate of 5% above the monthly prime rate as reported by Federal Reserve Bank of New York. Furthermore, Buyer is required to reimburse any amount paid or expenditure arising from the collection of receivables, e.g. the dunning fees and collection charges or other costs incurred for any necessary legal measures.
(2) XAL may accept bills of exchange but is not obliged to do so. If paying by cheque or bill of exchange, payment shall only be deemed effected after the account has been credited. After the debt has become due, discounting and collection charges are to be paid immediately by the person from whom the letter of credit is drawn.
(3) Unless otherwise expressly agreed in writing, XAL's prices are given on the basis EXW (INCOTERMS 2020).
(4) Contracts or orders are subject to approval of XAL's Finance Department and XAL may at any time alter or suspend payment terms, refuse shipment, or cancel unfilled orders when, in its sole opinion if the financial conditions of Buyer warrants it.
(5) Buyer agrees to the sending of invoices by electronic means.

5. TERMS OF DELIVERY
(1) Unless otherwise agreed in writing, deliveries will take place DDP (Incoterms 2020) to a location agreed within Continental USA (excl. Hawaii, Alaska and Puerto Rico). In all events, XAL retains the right to select the carrier, method, and route of shipment for which it bears the cost. Title and risk of loss to the products shall pass to Buyer according to the applicable Incoterm. Any delivery dates quoted are given and intended as estimates only and XAL shall not be liable for any loss or damage resulting from delayed shipments on a later date than the date quoted.
(2) XAL shall have the right to make partial or advance deliveries, unless otherwise agreed. Each such partial shipment will be invoiced by XAL at time of shipping and shall be paid by Buyer when due, without regard to subsequent shipments. Delay in any partial shipment shall not relieve Buyer of its obligation to accept the remaining shipments of the order. XAL shall have the right to stop delivery at any time and the discretion to terminate any order if Buyer defaults on payment of any shipment after it has become due for payment.
(3) Special methods of shipment such as, but not limited to, overnight courier, any other express delivery, or shipments in any specified manner upon Buyer's request, shall be Buyer's sole responsibility.
(4) If XAL is notified by Buyer not to deliver products after said products have already been fabricated according to Buyer's order and those products are ready for shipment, then Buyer shall pay reasonable storage charges until such products are released and accepted by Buyer. If any shipment made in accordance with Buyer's instructions is refused for any reason, then Buyer shall be responsible for payment as if goods were accepted at time of delivery and Buyer shall pay for any re-handling and reshipping charges and all reasonable storage charges as they are incurred.
(5) Buyer shall notify the carrier or any other person or company charged with transporting the goods immediately upon delivery of apparent transport damages or faults and receive confirmation for doing so. Hidden transport damages or faults shall be reported to the carrier or any other person or company charged with transporting the goods within 7 days after the delivery of the goods.

6. MINIMUM ORDER
Any purchase order of less than USD 200 net value shall be subject to a minimum billing of USD 200.

7. WARRANTY, DISCLAIMER AND REMEDLES
(1) XAL warrants for a period of 24 months from the shipment date ("Warranty Period") that the products are free from any manufacturing defects as long as the same are utilized in accordance with the final specifications. Lamps and degradable electronic components are expressly excluded from this warranty. Color point shift that takes place over the product life is to be considered as normal wear and expressly excluded from this warranty. Failure of single LED light points is not a defect, provided a substantial impairment of the total light flux does not take place or the single point of light loss is only slight in relation to the total points of light. Third-party components, such as ballasts, transformers and dimmers are warranted separately by their respective manufacturers and only to the extent of their individual warranty. IT IS EXPRESSLY UNDERSTOOD THAT XAL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. SPECIFICALLY, XAL MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE APPLICATION OR USE OF THE PRODUCTS FOR A PARTICULAR PURPOSE. INSTALLATION OR SERVICE BY A NON-LICENSED ELECTRICAL CONTRACTOR, REPAIRS OR ALTERATIONS OUTSIDE OF XAL'S FACTORY, ABUSE, NEGLIGENCE OR ACCIDENT AS WELL AS ANY OTHER IMPROPER INSTALLATION, APPLICATION OR USAGE OR THE USE CONTRARY TO XAL'S PRINTED INSTRUCTIONS, IF ANY, OF ANY PRODUCT OR PARTS OF PRODUCTS AS WELL AS DEFECTS CAUSED BY NATURAL WEAR AND TEAR OR NATRUALLY CAUSED INFLUENCES VOIDS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED.
(2) Any manufacturing defect shall be proven and notified in writing to XAL. Buyer is obliged to examine the delivered goods without undue delay and with professional care and shall report obvious defects to XAL in writing within a week of receiving the goods; otherwise the assertion of warranty is excluded. Hidden defects must be reported in writing within a week of discovery. The costs for disassembly and assembly incurred in connection with the rectification of a defect or a replacement are to be borne by Buyer. Defective products must be returned to XAL to a location within Continental USA as announced by XAL during the Warranty Period. Buyer shall grant XAL the possibility to supplementary performance and shall give XAL notice within an appropriate period for supplementary performance. XAL may, at its option, repair the defective products or replace such with conforming products of like size and quantity and in conformity with the specifications as set forth on the purchase order. Repaired products or new replacement products will be shipped to Buyer in accordance with the shipment provisions contained, herein Any removal of a defect or other warranty remedy shall not result in a renewal of the warranty period. XAL'S LIABILITY TO BUYER SHALL IN NO EVENT EXCEED 100% OF THE AMOUNT HAVING BEEN ACTUALLY PAID TO XAL WITH RESPECT TO THE SUBJECT PRODUCT. BUYER ACKNOWLEDGES AND AGREES THAT XAL SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR, AND BUYER HEREBY WAIVES ANY RIGHT TO CLAIM, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS OR OTHER DAMAGES ARISING OUT OF THE USE OR INTENDED USE OR OTHERWISE IN CONNECTION WITH THE PRODUCTS.

8. COPYRIGHT
All trademarks, drawings, descriptions, and other information issued by XAL shall remain the property of XAL together with the copyright and patents therein. All documents and sales information such as catalogues, brochures, documents and drawings as well as offers, projects, and any other technical documents, e.g. plans or models, remain the intellectual property of XAL. XAL is entitled to ask to return documents. Any processing, copying, circulation and/or public reproduction other than for private use shall be deemed illegal and prohibited.

9. CANCELLATION AND RETURN
(1) Buyer is entitled to withdraw from a contract with XAL's explicit consent from the issue of the order confirmation and within 45 days after the issue date of the delivery note against payment of a cancellation fee of 20 % of the order value. After this 45 day-period, Buyer has the right to withdraw from a contract within another 45 days against payment of a cancellation fee of 40 % of the order value. Because of the administrative effort, the cancellation fee amounts at least USD 22,00. After the expiration of 90 days from the issue date of the delivery note, withdrawal from a contract is not admissible. Withdrawal is excluded for UNICO Articles), trade goods, for articles, which are explicitly marked as excluded from withdrawal in the catalogue, and if a customized product (including customized cuts) was manufactured by XAL for Buyer. Buyer is obliged to return any deliveries on their own costs to a location within Continental USA as announced by XAL. The difference between cancellation charge and order value will only be credited to Buyer if the goods are returned in undamaged condition. The right to claim further damages is reserved.
(2) Without prejudice to the other rights laid down in these General Terms and Conditions, XAL shall be entitled to rescind the contract in particular (a) if either, after the conclusion of the contract, some circumstances occur whereby the fulfilment of the contract is no longer cost-effective or even impossible under the terms agreed upon, or (b) in case the delivery or the start or the continuation of the services, for reasons that are the responsibility of Buyer, cannot be carried out or is further delayed even after a reasonable period of grace set by XAL. XAL reserves the right to claim further damages.

10. INDEMNIFICATION
BUYER HEREBY INDEMNIFIES AND HOLDS HARMLESS XAL, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL INJURIES, DAMAGES, COSTS, LOSSES, PENALTIES, DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, JUDGMENTS, ASSESSMENTS, OBLIGATIONS, LIABILITIES, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH IN ANY WAY ARISE OUT OF, OR BY REASON OF, OR ARE CLAIMED TO ARISE OUT OF, OR BY REASON OF, THE USE OR MISUSE OF THE PRODUCTS HEREUNDER, EXCEPTING ONLY SUCH INJURIES, DAMAGES, COSTS, LOSSES, PENALTIES, DEMANDS, CLAIMS; ACTIONS, CAUSES OF ACTION, JUDGMENTS, ASSESSMENTS, OBLIGATIONS, LIABILITIES, AND EXPENSES WHICH HAVE BEEN DEMONSTRATED AND PROVEN TO BE RESULTING FROM THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF XAL. THE INTENT HEREOF IS THAT BUYER SHALL INDEMNIFY AND HOLD HARMLESS XAL, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS TO THE MAXIMUM EXTENT PERMITTED BY LAW. BUYER SHALL PAY XAL'S EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, INCURRED AS A RESULT OF BUYER'S DEFAULT IN THE PERFORMANCE OF ANY OF BUYER'S OBLIGATIONS HEREUNDER.

11. FORCE MAJEURE
XAL shall not be responsible or liable for any delay or failure to deliver any of the products if such delay or failure results directly or indirectly from any act of God, war, riot, insurrection, embargoes, acts of civil or military authorities, fires, floods, explosions, accidents, epidemics, pandemics, cyber-attacks strikes, lockouts, differences with workmen, delays in transportation, shortage of fuel, labor or materials, delays of suppliers, capacity shortages, transport and customs delays, infringement claims that cannot be resolved or can only be resolved through the payment of royalties or incurrence of other monetary obligations by XAL, governmental restrictions, prohibitions or allocations (including any statute, ordinance, regulation, or order of any governmental body), or any other cause beyond the reasonable control of XAL. Any such event or circumstance shall release XAL without penalty from performance, in whole or in part, of its obligations hereunder.

12. APPLICABLE LAW
The validity, interpretation, and legal effect of these Terms and Conditions including all legal relationships arising thereof shall be governed and construed in all respects by the laws of the State of New York, without regard to the conflict of law's provisions thereof.

13. JURISDICTION
Any dispute, controversy, or claim related to these Terms of Use, including their breach, termination, or validity, shall be exclusively brought before the state or federal courts in New York City, New York. However, XAL reserves the right to initiate legal proceedings against you for a breach of these Terms of Use in your country of residence or any other relevant jurisdiction. You waive any objections to the jurisdiction and venue of such courts.

14. SEVERABILITY
In the event that any provision of these Terms and Conditions shall be found to lack validity or become void, the remaining provisions hereof shall remain in force. XAL reserves the right to make any changes as it deems suitable

XAL reserves the right to change and modify this General Terms and Conditions without prior notice.