



GUANGZHOU GLISZEN TECHNOLOGY CO., LTD

General Terms and Conditions (GTC) for Commercial Customers

1. Scope of application
2. Prices
3. Contractors
4. Conclusion of contract
5. Terms of payment
6. Offsetting / right of retention
7. Delivery / transport risk / delivery dates
8. Retention of title
9. Warranty / complaint
10. Communication
11. Liability
12. Contract language
13. Place of jurisdiction / final clause

1. Scope of application

- 1.1. These General Terms and Conditions for Commercial Customers (GTC) shall only apply to entrepreneurs who are acting in the exercise of their commercial or independent professional activity when concluding the legal transaction, as well as to legal entities under public law and special funds under public law.

They apply to all business transactions between the commercial customers and Guangzhou Gliszen Technology Co., hereinafter also referred to as Gliszenlighting.com and / or the company and / or the organization.

- 1.2. Our deliveries, services and offers are made exclusively based on these General Terms and Conditions and the individual contractual modalities supplementing them.
The General Terms and Conditions shall also apply to all future business relationships, even if they are not expressly agreed again.
The inclusion of general terms and conditions of the customer which contradict our General Terms and Conditions is hereby already contradicted.

2. Prices

- 2.1. Since the prices on Gliszen.com are addressed to end users, we will communicate prices adjusted to the needs of the commercial customer with the initial offer (Invoice).
- 2.2. The degree of adjustment is based on the following criteria.
- 2.2.1. Status of the customer
 - 2.2.2. Order volume
- 2.3. Our prices to commercial customers are always to be understood as gross price including taxes of the People's Republic of China
- 2.4. All prices are EXW (Ex Works) prices, unless otherwise contractually agreed, and further costs according to the delivery modalities defined in chapter 8 must be considered.

3. Contractors

When an order is placed in accordance with the signed and legally binding invoice, a purchase contract is concluded in accordance with these regulations between

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and the customer.

This contract shall be deemed to have been fulfilled upon successful delivery of the shipping / delivery documents to the customer, and / or his appointed carrier / importer, and / or any other third party designated by him, unless otherwise agreed.

The right to warranty remains unaffected by this provision.

4. Conclusion of contract

By signing the invoice, a purchase contract is concluded, which is supplemented by these general terms and conditions.

Exclusions from these general terms and conditions must be expressly recorded in writing, considering the signature obligation of both contracting parties that these exclusions were made by mutual consent.

Should any part of these general terms and conditions become invalid due to circumstances such as local laws and regulations, all other aspects shall remain unaffected and continue to be binding.

5. Terms of payment

Guangzhou Gliszen Technology Co., Ltd offer their clientele, whether B2B or B2C customers, various payment methods.

Payments by bank transfer and credit card are standardised, as are payments via various online payment services such as PayPal.

Unless otherwise contractually agreed, our terms of payment shall apply as follows:

- 5.1. 30% of the costs specified in the contract must be paid on conclusion of the contract.
- 5.2. Should the advance payment defined under 6.1 not be made within one week after conclusion of the contract, Gliszen.com and its cooperation partners are free to withdraw from the contract with immediate effect.

This does not require any announcement on the part of the company.

- 5.3. The balance of a further 50% is to be paid after the goods have been made ready for dispatch (commissioning), but before they are delivered.

In return, the customer, and / or its appointed carrier / importer, and / or another third party designated by him receives the shipping documents.

- 5.4. The payment of the balance as defined in section 5.3 must be made immediately and within a reasonable time.
- 5.5. The company and its cooperation partners reserve the right, if necessary, to retain the goods until the balance has been paid and, if necessary, to claim compensation for work performed if the customer wishes to withdraw from the contract after the goods have been made ready for dispatch (commissioning). Whether and in what amount such compensation for expenses is claimed shall be decided on a case-by-case basis.
- 5.6. Depending on the status of the customer, i.e., whether the customer belongs to the regular clientele, and its value for the organization, the payment modalities defined in points 5.1 to 5.4 may vary.
- 5.7. The fees incurred for the transaction are to be borne by the customer.

6. Offsetting / right of retention

- 6.1. The customer shall only be entitled to set-off if his counterclaim has been legally established or is not disputed by us.
- 6.2. The customer may only assert a right of retention insofar as his counterclaim is based on the same contractual relationship.

- 6.3. We may assert a right of retention with respect to all future orders of the customer, including acknowledged orders, if the customer fails to meet its payment obligations.

7. Delivery, transport risk, delivery dates

- 7.1. In general, all order fulfilments are carried out according to the EXW rules according to the Incoterms statutes (Incoterms 2024).
- 7.2. The organization, together with its cooperation partners, offers its customers various other delivery methods, which are to be understood as an extended service provision.
The condition defined under point 7.1 remains unaffected from this extended service provision and is therefore legally binding.
This applies to the transfer of risk, which arises according to 7.1.
- 7.3. For his part, the customer is free to arrange for a suitable carrier if he wishes to refrain from this service.
- 7.4. The risk shall pass to the customer when the goods are handed over to the forwarding agent, carrier or other third party appointed to carry out the shipment.
- 7.5. The handover begins at the same time as the loading process.
- 7.6. A delay in acceptance by the customer leads to the transfer of risk.
- 7.7. Unless an expressly binding delivery date has been agreed, our delivery dates or delivery periods are exclusively non-binding information and are for guidance only.
- 7.8. The customer takes the indication of the delivery periods from his contract and / or the invoice.
- 7.9. The commencement of the delivery period stated by us is subject to the timely and proper fulfilment of the customer's obligations.
- 7.10. Proper fulfilment of the customer's obligations includes, but is not limited to:
- 7.10.1. The timely payment on the part of the customer.
- 7.10.2. The guarantee of the punctual receipt of goods / handover by the customer himself, and / or his appointed carrier / importer, and / or another third party named by him at the agreed place of handover, provided that such an agreement has been made in writing.
If the customer and / or one of his designated representatives is in default of acceptance or culpably violates other obligations to cooperate, Gliszenlighting.com is entitled to demand compensation for the resulting damage and any resulting additional expenses.
- 7.11. We are entitled to make partial deliveries insofar as this is reasonable for the customer, considering the interests of both parties.
Additional shipping costs shall be borne by us. The risk shall pass to the customer upon handover of the respective partial delivery. If we are in default with outstanding partial deliveries or if it is not possible for us to deliver outstanding partial deliveries, the customer shall be entitled to withdraw from the contract as a whole or to claim damages for non-performance of the entire obligation, provided that the customer has no interest in the partial delivery.

8. Retention of title

- 8.1. The Company and its partners retain title to the goods until all claims under the current contract have been settled in full.
- 8.2. If, contrary to the agreement (see section 5.4), the settlement of the debt is not completed within a reasonable period after the handover of the shipping and delivery documents, the Organization and its partners shall grant the Customer a further postponement of the deadline by another 5 weekdays for the settlement of this debt.
- 8.3. Notification of the deferral granted under Chapter 8.2 shall be made by e-mail.
- 8.4. After the period granted under Section 8.2 has expired without the customer having fulfilled his obligation, the organization and its cooperation partner are free to withdraw from the contract.
- 8.5. In case of non-fulfilment according to the provisions of chapter 8.2 to 8.4 on the part of the customer, Gliszen.com and its partners are entitled to claim a proportional compensation for all damages caused by the non-fulfilment.
- 8.6. Furthermore, we undertake to release the securities to which we are entitled upon request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released shall be incumbent upon us.

9. Warranty / Complaint

Unless expressly agreed otherwise, the customer's warranty claims shall be governed by the statutory provisions of the law on sales with the modifications specified in the following paragraphs.

- 9.1. Only our own specifications are binding for the quality of the goods.
Samples, material properties and structure of the products may differ from the information in the online shop.
Our information on the object of the delivery or the service, including the illustrations, are only approximate descriptions, unless an exact match is required for the contractual purpose.
- 9.2. Customers are obliged to examine the goods with due care for deviations in quality and quantity and to notify us of obvious defects immediately after receipt of the goods.
This also applies to hidden defects discovered later from the time of discovery.
In the event of a breach of the obligation to inspect and give notice of defects, the assertion of warranty claims shall be excluded.
- 9.3. In the event of defects, we shall, at our discretion, provide warranty by rectification of the defect or replacement delivery (subsequent performance).
In the event of subsequent improvement, we shall not have to bear the increased costs incurred by transporting the goods to a place other than the place of performance, provided that the transport does not correspond to the intended use of the goods.
- 9.4. If the supplementary performance fails twice, the customer may, at his discretion, demand a reduction in price or withdraw from the contract, or from parts of the contract.
- 9.5. The warranty period is two years from delivery of the goods.
This limitation shall not apply to claims based on damages arising from injury to life, limb or health or from the breach of an essential contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner may regularly rely, as well as to claims based on other damages caused by an intentional or grossly negligent breach of duty by us or our vicarious agents.
- 9.6. In the event of a complaint, the following procedure is recommended to the customer:

- 9.6.1. Please send the completed complaint to our salesman.
- 9.6.2. Gliszen will correspond back to you with a transaction number in a timely manner.
- 9.6.3. We will check the facts internally under this case number and inform you of our findings as soon as possible.

10. Communication

The company provides its cooperating partners and clientele with several communication options. Among other things, various e-mail addresses can be found on www.gliszenlighting.com www.retailshoplighting.com , which enable the participants to send topic-related inquiries by e-mail to the respective departments.

11. Liability

- 11.1. The company and its partners are liable without limitation for intent and gross negligence as well as in accordance with the Product Liability Act.
For slight negligence we are liable for damages resulting from injury to life, body and health of persons.
- 11.2. In all other respects, the following limited liability shall apply: In the event of slight negligence, we shall only be liable in the event of a breach of a material contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which you may regularly rely.
- 11.3. The liability for slight negligence is limited to the amount of damages foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected.
This limitation of liability also applies in favour of our vicarious agents and distributors.
- 11.4. Questions, suggestions and complaints regarding product liability / conformity and product safety should be addressed to sales@gliszenlighting.com and / or info@gliszenlighting.com.

12. Contract language

As an international company, Gliszenlighting.com always strives to acquire customers and cooperation partners worldwide.

However, it is not always possible to publish all binding and mandatory documents in all languages. Therefore, only the English versions of the general terms and conditions and all other documents are legally binding.

Other languages are for guidance only.

13. Place of jurisdiction / final clause

- 13.1. Should one or more provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.
- 13.2. Contracts between us and you shall be governed exclusively by laws of the **People's Republic of China (PRC)**, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, "UN Sales Convention").
- 13.3. If you are a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from or in connection with contracts between us and customers shall be our registered office.