

DEALERCONTRACT

Company

Contact Person

Phone

Street/Number

E-Mail

Postcode/City

E-Mail Invoices

Country

E-Mail B2B Shop

VAT-ID

Website

Payment method

☐ Prepayment ☐ Invoice (payable within 8 days
less. 2% discount, 14 days net) ☐ SEPA (2% discount)

For more than 30 years, Lupine lighting systems GmbH has been developing and manufacturing high-quality bicycle lights, helmet, and head lamps, as well as flashlights in Germany. In addition to proper handling of the products by the user, it is essential that the products are suited to their intended field of application. The authorized dealer, as the direct interface with the end consumer, therefore, plays a key role.

To meet quality requirements, to continue building the company's image, and to protect the brand, Lupine lighting systems GmbH enters into the following agreement with its dealers.

This agreement becomes effective on the date of signature and remains valid for an indefinite period. It may be terminated in writing with a notice period of three months to the end of any calendar month, without the need for further justification. The right to terminate without notice for cause remains unaffected. Such cause exists if the dealer breaches any obligations under this agreement, is more than twice in payment default, or if insolvency proceedings are opened over the dealer's assets or such opening is denied due to insufficient funds.

The contracting partner agrees that all deliveries and services shall be governed exclusively by the General Terms and Conditions of Lupine lighting systems GmbH in their respective valid version and by our own General Business Terms and Conditions (as of 10/25), as well as by the Guidelines for Online Distribution (as of 10/25). Furthermore, the contracting partner acknowledges that the contractual products may not be actively sold to Norway.

Place/date

Signature/company stamp

GENERAL TERMS AND CONDITIONS of LUPINE LIGHTING SYSTEMS GMBH (10/25)

1. GENERAL PROVISION

1.1 The following terms and conditions form an integral part of the contract concluded with us.

1.2 Our General Terms and Conditions shall also apply, in their most recent version, to all future transactions, even if their inclusion is not expressly mentioned or agreed upon at the time of conclusion.

1.3 We hereby expressly object to any confirmations, counteroffers, or references by the buyer that make reference to the buyer's own terms and conditions. Deviating terms and conditions of the buyer shall only apply if expressly confirmed by us in writing. Our General Terms and Conditions shall also apply if we, being aware of terms and conditions of the buyer that conflict with or deviate from our sales conditions, conduct the delivery without reservation.

1.4 Our sales conditions apply only to entrepreneurs within the meaning of § 310 (1) of the German Civil Code (BGB).

1.5 The buyer may assign claims arising from legal transactions concluded with us only with our express consent.

1.6 The dealer is authorized to sell the product range directly to end consumers. Sales through wholesalers, intermediaries, or other retailers, as well as purchasing from such parties, are prohibited.

2. OFFERS; ORDERS

2.1 Our offers — particularly regarding quantity, price, and delivery time — are always non-binding.

2.2 Orders placed by the buyer are binding and may be accepted by us within two weeks.

2.3 Orders shall only be deemed accepted once they have been confirmed by us in writing or the order has been executed.

3. PRICES

3.1 Our prices are ex works and subject to the value-added tax (VAT), customs duties, and other charges or fees applicable at the time of delivery that are associated with the shipment.

3.2 We reserve the right to adjust our prices accordingly if cost increases or cost reductions occur after the conclusion of the contract, particularly due to collective bargaining agreements or changes in material prices.

4. SHIPPING; DELIVERY; ACCEPTANCE

4.1 In the absence of a differing written agreement, the choice of the place of dispatch, method of transport, and means of transportation shall be made by us at our reasonable discretion, without assuming liability for the most economical or fastest mode of shipment.

4.2 We are entitled to make reasonable partial deliveries.

4.3 Our obligation to deliver is always subject to timely and proper self-supply.

4.4 Stated delivery and unloading times are always non-binding unless expressly agreed otherwise in writing.

4.5 Delivery obstacles due to force majeure or as a result of unforeseen events beyond our control — including, but not limited to, operational disruptions, strikes, lockouts, official orders, or the subsequent elimination of export or import possibilities — release us from the obligation to adhere to any agreed delivery or unloading times for the duration and scope of their effects. Such circumstances also entitle us to withdraw from the contract without the buyer being entitled to compensation or any other claims.

4.6 If an agreed delivery or unloading time is exceeded without a delivery impediment as defined in Section 4.5, the buyer must grant us a reasonable grace period of at least two weeks in writing.

If we culpably fail to meet this grace period, the buyer shall be entitled to withdraw from the contract but not to assert any claims for damages due to non-performance or delay, unless the delay is due to intent or gross negligence on our part.

We shall be liable in accordance with statutory provisions if the delay in delivery is based on grossly negligent breach of contract or a culpable violation of an essential contractual obligation.

In such cases, however, liability for damages shall be limited to the foreseeable, typically occurring damage.

4.7 If the buyer is in default of acceptance of a delivery or culpably violates other obligations to cooperate (e.g., unjustified refusal of acceptance), we are entitled to claim compensation for any resulting damages, including additional expenses incurred.

5. INSPECTION AND OBLIGATION TO GIVE NOTICE OF DEFECTS

5.1 The buyer is obliged to inspect the goods immediately upon delivery at the agreed destination or, in the case of self-collection, upon receipt, as follows:

5.1.1 to check the quantity and packaging and note any complaints on the delivery note;

5.1.2 to verify that the delivered goods correspond to the goods ordered;

5.1.3 to carry out at least a spot check and representative quality inspection and to examine the goods for any external defects.

5.2 When giving notice of incorrect or short deliveries, or of any defects, the buyer must comply with the following procedures and deadlines:

5.2.1 The complaint must be made no later than the end of the fifth working day (Monday through Friday) following delivery of the goods to the agreed destination or their receipt. In the case of a hidden defect that remained undiscovered despite proper initial inspection pursuant to Section 5.1 above, a different time limit applies: the complaint must be made within three working days of discovery.

5.2.2 The complaint must reach us in writing or by facsimile within the aforementioned periods and must contain detailed information. A verbal or telephone notification of defects is insufficient.

5.2.3 The complaint must clearly specify the nature and extent of the alleged defect.

5.2.4 The buyer is obliged to keep the goods in question available at the place of inspection for examination by us or by experts appointed by us.

5.3 Complaints regarding the quantity or packaging of the goods are excluded if the notation required under Section 5.1.1 is missing on the delivery note. Furthermore, any complaint is excluded once the buyer has mixed, used, or resold the delivered goods.

5.4 Goods not objected to in the proper form and within the prescribed period shall be deemed approved and accepted.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Normal wear, tear, and aging do not constitute a defect. Accordingly, no warranty is assumed for parts that, under their intended use, are subject to wear, tear, or aging, insofar as such wear, tear, or aging remains within the usual limits.

6.2 We point out that our lamps are delivered in a pre-assembled state and, depending on the product, may require final assembly by the buyer. A warranty obligation shall not exist if the defect arises because the buyer performs the final assembly incorrectly, fails to follow our operating and maintenance instructions, makes modifications to the lamps, or replaces parts that do not conform to our original specifications.

Warranty claims are also excluded for defects or damage resulting from structural changes to the lamp or bicycle, or from the installation of additional components.

6.3 For duly and timely submitted and factually justified complaints, we are entitled, at our discretion, to subsequent performance either by remedying the defect or by delivering a new defect-free item.

If rectification fails after two attempts, the buyer shall be entitled, at their option, to withdraw from the contract or demand a reduction in price.

6.4 The expenses necessary for subsequent performance, particularly transportation costs, shall be borne by us. However, the buyer must transport or return the defective items in accordance with the applicable regulations, such as those contained in the ordinance on the national and cross-border transport of dangerous goods by road, rail, or inland waterways.

6.5 To the extent that the buyer is entitled to compensation for damages, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

6.6 The warranty period is two years for lamps and one year for batteries.

6.7 In the event of defects, the buyer shall independently send the goods to us together with an error description and contact details. For repairs within the warranty period (in accordance with Section 6.6), we will return the goods free of charge.

For repair services outside the warranty period, the buyer will receive a cost estimate including shipping costs. Upon acceptance of the cost estimate, the repair will be conducted and returned accordingly.

6.8 We are liable under statutory provisions as far as the buyer asserts claims for damages based on intent or gross negligence. Unless an intentional breach of contract is attributable to us, liability for damages is limited to the foreseeable, typically occurring damage.

6.9 We are liable under statutory provisions as far as we culpably breach an essential contractual obligation. In such cases, liability for damages is also limited to the foreseeable, typically occurring damage.

6.10 Liability for culpable injury to life, body, or health remains unaffected. The same applies to mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).

7. PAYMENT

7.1 Our purchase price claims are generally "net cash" and payable immediately upon receipt of the invoice without any deduction unless a different payment term has been agreed upon in writing.

7.2 If the invoice amount is not settled within 21 calendar days from the invoice date or by any other agreed due date, we are entitled to charge default interest at the proven rate, but at least at 9 percentage points above the applicable base interest rate, without the need for a separate reminder.

7.3 If the buyer ceases to operate a proper business, in particular if execution is levied against them, payment difficulties or suspension of payments occur, or if judicial or extrajudicial composition proceedings, bankruptcy, or insolvency proceedings are filed or initiated against them, we are entitled to declare all claims arising from the business relationship immediately due and payable. The same applies if the buyer is in arrears with payments to us or if other circumstances become known that call the buyer's creditworthiness into question. In such cases, we are also entitled to demand advance payments or withdraw from the contract.

7.4 The buyer is only entitled to set-off retention, or reduction if the counterclaims asserted by the buyer have been legally established or expressly acknowledged by us.

7.5 Payments may be made by prepayment, on invoice, or via SEPA. For SEPA payments, participation in the SEPA Business Direct Debit Scheme is required. The SEPA business direct debit mandate confirmed by the bank must be available in its original form prior to the first delivery.

7.6 As long as the buyer is in default with any obligation, our delivery obligation shall be suspended.

8. RETENTION OF TITLE

8.1 The goods delivered by us shall remain our property until the buyer has settled all claims arising from the business relationship.

8.2 The buyer is entitled to resell the goods delivered by us in the ordinary course of business. This authorization shall expire, in particular, in the cases specified in Section 7.3 above. Furthermore, we are entitled to revoke the buyer's right of resale by written notice if the buyer is in default of their obligations to us, particularly with respect to payments, or if other circumstances become known that raise doubts about their creditworthiness.

8.3 If our goods subject to retention of title are processed or inseparably mixed with goods still owned by third parties, we shall acquire co-ownership of the new goods or the mixed inventory. The extent of our co-ownership shall be determined by the ratio of the invoice value of our goods, subject to retention of title to the invoice value of the other goods.

8.4 Goods in which we acquire ownership or co-ownership in accordance with Section 8.3 shall be deemed, as well as the goods delivered by us under retention of title pursuant to Section 8.1, to be goods subject to retention of title within the meaning of the following provisions.

8.5 The buyer hereby assigns us all claims arising from the resale of the goods subject to retention of title. The assigned claims shall also include the claim against the bank that, in connection with the resale, opens or confirms a letter of credit in favor of the buyer (as the reseller). We hereby accept this assignment. If the goods subject to retention of title are a processed product or a mixed inventory that, apart from our goods, contains only items that either belonged to the buyer or were delivered to them by third parties under a so-called simple retention of title, then the buyer assigns the entire claim arising from the resale of the goods to us. In all other cases — i.e., where there are multiple advance assignments to us and other suppliers — we are entitled to a fractional share of the proceeds of sale, corresponding to the ratio of the invoice value of our goods to that of the other processed or mixed goods.

8.6 In the event of third-party access to our goods subject to retention of title or to the receivables assigned to us, the buyer is obliged to point out our ownership or rights and to notify us immediately. The buyer shall bear the costs of any intervention.

8.7 In the event of a breach of contract by the buyer, particularly in the case of default in payment, the buyer is obliged, upon our first request, to surrender the goods subject to retention of title still in their possession and to assign to us any claims for restitution against third parties relating to the goods subject to retention of title. The repossession or seizure of goods subject to retention of title by us shall not constitute withdrawal from the contract.

8.8 In the cases referred to in Section 7.3, we may require the buyer to disclose to us the claims assigned to us arising from resale and the identity of the respective debtors. We are then entitled, at our discretion, to disclose the assignment.

9. FURTHER OBLIGATIONS

9.1 Until delivery to the end customer, the buyer shall conduct any necessary maintenance work (such as charging the batteries).

9.2 Before delivering a lamp to the end customer, the buyer must inspect all components subject to aging processes (such as batteries) and remedy any defects identified.

10. ONLINE SALES

Sales via the Internet are only permitted in compliance with our applicable Guidelines for Online Distribution, as amended from time to time.

11. RIGHTS TO IMAGES AND TEXT

We retain ownership and copyright of all materials provided by us, such as images, videos, brochures, product descriptions, calculations, drawings, etc. These materials may not be made accessible to third parties unless we have given our express written consent.

12. CONFIDENTIALITY

12.1 The dealer shall treat all confidential information disclosed to them as strictly confidential and shall neither disclose it to third parties nor use it for their own benefit or for the benefit of third parties, unless otherwise agreed and released by Lupine.

The recipient shall only disclose confidential information to persons within their organization who have a need to know such information and who are bound in writing to maintain the confidentiality of such information. This clause shall remain in effect after the expiration or termination of this agreement and shall be binding upon the recipient, its employees, agents, successors, heirs, and assigns.

12.2 Ownership of all information received by the dealer shall always remain with Lupine. This agreement does not grant the recipient any patents, licenses, or similar rights to such property or to the confidential information disclosed herein.

12.3 Upon Lupine's request, the recipient shall return all provided documents, drawings, and other tangible materials, including all confidential information and their embodiments, as well as all copies and reproductions thereof, to Lupine.

12.4 The following additional provisions shall apply:

12.4.1 Any breach by the dealer of its obligations under this agreement will cause irreparable harm to Lupine, for which damages and other legal remedies would be insufficient. In enforcing these obligations, Lupine shall be entitled (in addition to other remedies) to seek preliminary and permanent injunctive relief and any other appropriate remedies to prevent, end, or restrain any breach of this agreement.

12.4.2 In the event of a dispute as to whether certain information or facts constitute confidential information within the meaning of this agreement, the burden of proof shall rest with the authorized dealer to demonstrate that the disputed information or facts do not constitute confidential information as defined herein and do not represent a trade secret under the Uniform Trade Secrets Act, any successor statute, or a similar law.

12.4.3 Any delay or omission by either party in exercising any rights under this agreement shall not constitute a waiver of such right or any other right. A waiver or consent by either party in any particular instance shall be effective only for that instance and shall not be deemed a waiver or relinquishment of any right in any other case.

13. FINAL PROVISIONS

13.1 For all disputes arising from the contractual relationship, if the contracting partner is a merchant, the court with district at our company's registered office shall have exclusive jurisdiction.

13.2 The law of the Federal Republic of Germany shall apply to the exclusion of its conflict of law provisions and the United Nations Convention of April 11, 1980, on Contracts for the International Sale of Goods (CISG).

13.3 The invalidity of any individual provision of these General Terms and Conditions of Sale shall not affect the validity of the remaining provisions.

13.4 We have stored data concerning the buyer in accordance with the principles of the General Data Protection Regulation (GDPR).

13.5 We reserve the right to use the buyer's company name, address, and contact information for marketing purposes, such as inclusion on a dealer map on our website.

GUIDELINES FOR ONLINE DISTRIBUTION (10/25)

To ensure an appropriate presentation of the product range, professional customer advice, maintenance of the brand image, and a consistent level of quality in the distribution of products under the Lupine brand, Lupine Lighting Systems GmbH has developed the following catalog of criteria, which must be observed by every Lupine dealer in the course of advertising and selling the products via the Internet (online distribution).

A) GENERAL REQUIREMENTS

1. The dealer may not register the Lupine brand name or any Lupine product names as a domain or as part of a domain. Misleading redirects from third-party domains containing the Lupine trademark to the dealer's website are likewise not permitted.

2. The dealer should ensure, in an appropriate manner, that the website can be clearly attributed to the dealer as the operator, and not to Lupine Lighting Systems GmbH. This is the case when the dealer is the owner of the domain and the direct operator of the website. Accordingly, the dealer shall:

Not allowing any links to their website that could confuse consumers about the identity of the owner or operator of the site;

Not allow their website to be framed by another website, i.e., displayed within the website of a third party, nor maintain any so-called deep links to another website.

Not allow their website or any part thereof to be marked with the names or trademarks of third parties.

3. Furthermore, the dealer should ensure, by displaying an appropriate notice, that they can be identified as an authorized dealer. The dealer should refrain from selling via any online platforms where their identity and the aforementioned authorization are not clearly recognizable.

B) TECHNICAL CRITERIA AND PERSONNEL

1. The dealer must ensure that their online store (homepage) is also optimized for mobile devices. This means that the website must have a responsive design.

2. The server must be protected by a high-quality hardware firewall to effectively prevent external intrusions (hacking). This is intended to ensure that protected customer data cannot be accessed externally.

3. The dealer must use a user-friendly online shopping system that allows the customer to track their order and provides information about the order number, delivery time, and shipping status.

4. The dealer must regularly reconcile the products available in stock with those offered online. Products not currently in the dealer's inventory must be clearly marked as such.

5. Protected data may only be transmitted using SSL (128-bit encryption) or another recognized encryption method. Data protection regulations must be observed; in particular, customer data may not be unlawfully disclosed to third parties.

6. The processing of customer data must be carried out using Secure Socket Layer (SSL) 128-bit encryption.

7. The dealer undertakes to establish both an email and telephone hotline to ensure personal contact with trained staff possessing appropriate sales experience.

Email inquiries must be answered promptly, but no later than within 48 hours, and the telephone hotline must be staffed during normal business hours.

8. Dealers who accept orders from abroad must offer the service described in Section 7 in the relevant national language or, at a minimum, in English.

C) DESIGN CRITERIA AND CONTENT REQUIREMENTS

1. The website navigation must allow for an easy search by brand, product, and category.
2. High-quality images must be included on the website for all products offered.
3. A detailed product description containing all technical specifications must be provided for each product offered. This presentation must be placed in close visual and spatial proximity to the product itself (i.e., on the same webpage or via a clearly visible and appropriately positioned link).
4. The final sales price, including statutory value-added tax (VAT), must be stated for each product. If and to the extent that additional packaging, insurance, transport, or shipping costs are incurred and borne by the customer, these must also be indicated.
5. All shipping and ordering information must be presented clearly and in an easily understandable manner. For each product offered, the delivery time must be clearly visible to the customer.
6. Online orders must be confirmed by the dealer immediately – but no later than within 24 hours of receipt – by email, including the last price with all taxes and shipping costs.
7. The customer must be granted the right to return goods ordered via online distribution within the statutory period, but at least within 14 days, if the goods do not meet their expectations.

D) LEGAL PROVISIONS

1. The online presence must comply with the legal requirements applicable in the respective country. Accordingly, for example in Germany, the provisions of the Telemedia Act (TMG), the Federal Data Protection Act (BDSG), and Sections 312b et seq. of the German Civil Code (BGB) must be observed. However, Lupine Lighting Systems GmbH has no obligation to review compliance. It is solely the dealer's responsibility to ensure compliance with the applicable legal requirements, including obtaining legal advice where necessary.
2. The dealer undertakes not to offer, provide, use, store, distribute, or make available any unlawful content on the Internet, nor to redirect to such content or link to it.
3. In the case of sales abroad, the dealer must also comply with the legal provisions applicable in the respective country for the distribution of the products.

4. The dealer shall indemnify Lupine Lighting Systems GmbH against all third-party claims arising from any breach of the obligations contained in this agreement and shall reimburse Lupine for any legal defense costs incurred in this regard.

5. Dealers who sell online to foreign countries must provide clearly structured and comprehensible information for customers in the respective national language or at least in English, including at minimum details on payment, delivery, and pricing.

6. The protected trademark name "Lupine" may be used on the website only in such a way that customers are not misled into believing that the goods are being sold directly by Lupine.

7. Lupine lighting systems GmbH is entitled to require the dealer to revise the website within one week if it does not comply with the requirements of these guidelines. If the authorized dealer fails to comply with this request within the specified time, the website containing the contractual products and the online sale of our products must be immediately discontinued.

E) FINAL PROVISIONS

1. The authorization to sell our products online ends automatically upon termination of the dealership, without the need for any further declaration.

2. To protect the image of the Lupine brand and to ensure the high level of customer consultation required, the dealer shall refrain from any direct or indirect commercial activity on online platforms and marketplaces such as Amazon, Kaufland.de, and Otto.de, as well as on auction platforms such as eBay and Kleinanzeigen.

The dealer shall not make any contractual products, images, texts, or other content available to such third parties. Exceptions are only permitted with prior consultation and written approval from Lupine Lighting Systems GmbH.

3. If the dealer is already engaged in online distribution, Lupine Lighting Systems GmbH shall grant a period of three months from the date of signing for the implementation of the requirements of these guidelines.

4. If the authorized dealer is already active in online sales, Lupine Lighting Systems GmbH likewise grants a three-month period from the date of signature to implement the provisions of these guidelines.