

vita**LED**<sup>®</sup>  
smart

**BRUMBERG**<sup>®</sup>  
light for generations

NEW COMPLETE SETS - EASY. INGENIOUS.

# Getting Started with Dynamic Lighting

## Flexible lighting. Simple. Smart.

- **Individual well-being.** Add atmosphere to your living spaces with dynamic lighting.
- **For your needs.** Adjust the color and brightness of your lighting to fit your needs. Whether when you want to be active or enjoy some down time, the right lighting helps make it possible.
- **Evoke memories.** Remember a lovely summer evening or a steel-blue sky on the glacier. Bring the unique mood of that experience into your home: as simple as choosing a photo from your personal photo album.
- **Live smarter.** Control your lighting system easily via your smartphone. Whether you want a color sequence or static light, vitaLED<sup>®</sup> smart makes everything possible.



# Just what I like

## Flexible lighting. Simple. Smart.



vitaLED® smart is the professional way to start adding dynamic color lighting for your home. The system design makes it quick and easy to install and begin enjoying your new lighting.

Because the lights do not require a lot of wiring or the hassle of configuring a wireless router, this system can be added to your home with little effort. Sit back, relax and create your own individual lighting scheme with the app from your smartphone or tablet. The easy and intuitive system control rounds off the package and offers plenty of scope for your creative ideas.

1

Power  
supply

2

Distributor

3

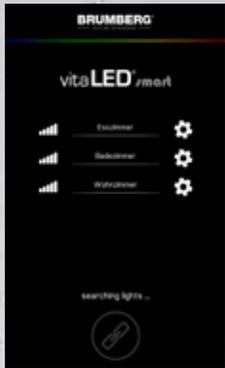
Lights

**Healthy, individually adjustable light:**

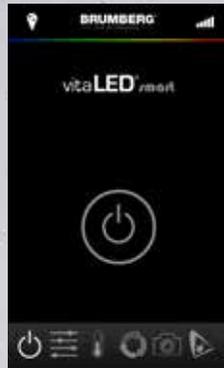
All you need is a power supply unit, a Bluetooth distributor, and the lights themselves. These can be readily installed in your ceiling. Then all all you need to do is download the app for your smartphone or tablet and you're set to go.

Of course, you can always just turn the lights on and off in your spaces using the normal light switch!

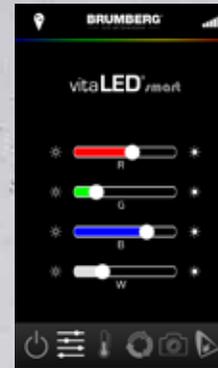
# Options for controlling your light with the vitaLED® smart app



**Connection screen**  
The "Connection-Screen" displays available Bluetooth distributors. These can be activated and renamed at this screen.



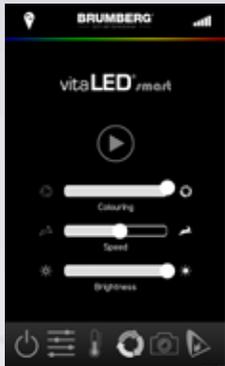
**ON/OFF screen**  
The selected zone can be switched on and off with just a tap on the "ON/OFF" screen.



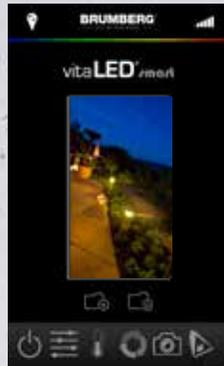
**Channel screen**  
All four color channels (R/G/B/W) can be individually controlled using the channel screen.



**Kelvin screen**  
The color temperature in the white light range can be continuously adjusted from 2,000 to 10,000° Kelvin using the Kelvin screen. The selected color value can also be continuously dimmed from 100% to 10%.



**Color run screen**  
The color run screen controls the saturation, speed and brightness of the color in the light output.



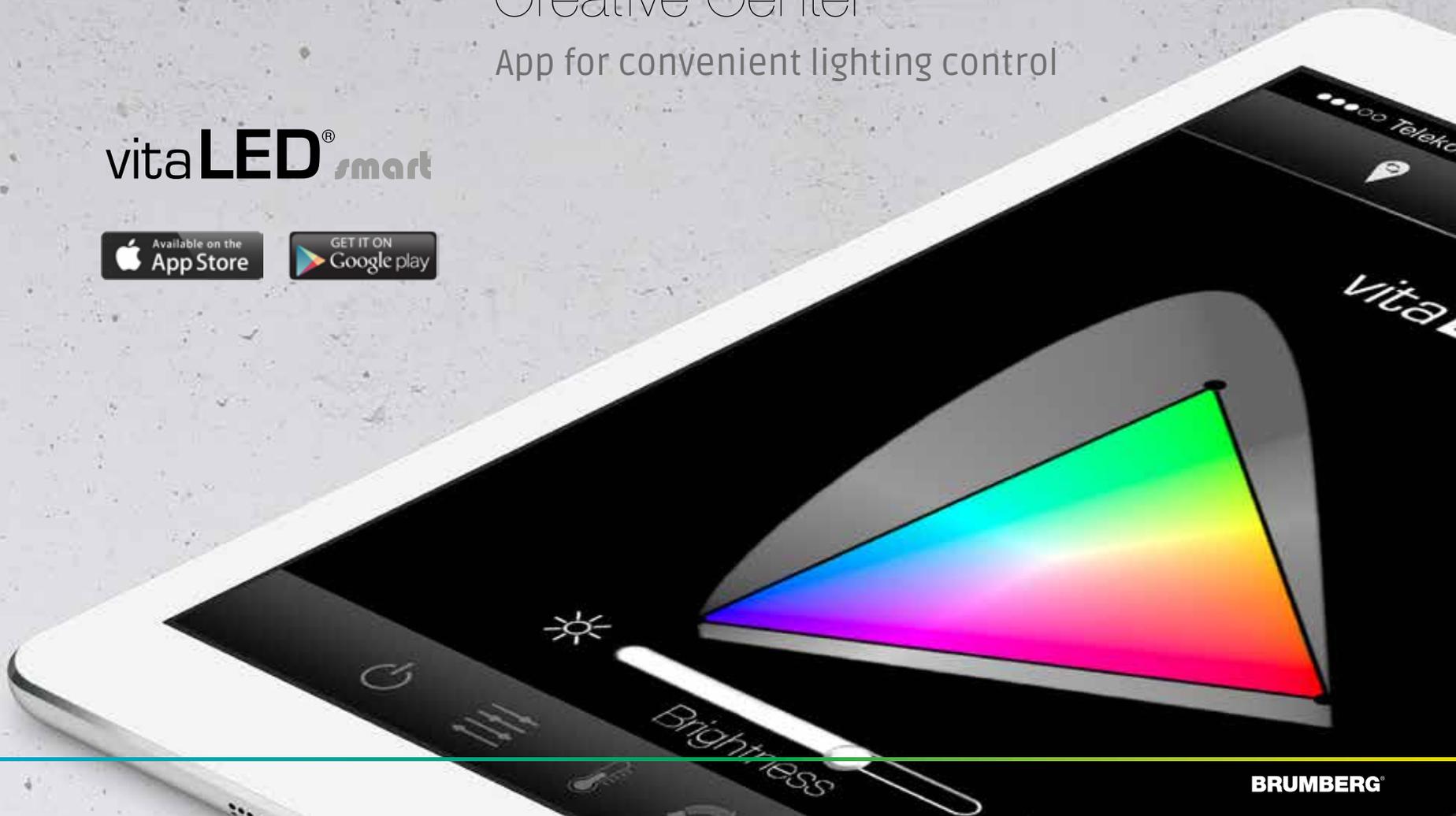
**Photo screen**  
The photo screen lets you upload a personal image. You can then tapping an area of the photo to tell the system that this is the lighting mood you wish to have in your space.



**Triangle screen**  
The triangle screen can be used to select a specific color from the color triangle.

My Personal  
Creative Center  
App for convenient lighting control

vitaLED<sup>®</sup> smart





vitaLED® smart basic and extension kits  
18333... / 18334 / 18373



SPECIFICATION:

Light source: 3x RGBW LED, output: max. 14W per bulb,  
material: steel/plastic, angle: 40°

**Energy efficiency class: A++ to A**

This lights contain built-in LED lamps. These lamps cannot be exchanged  
in the light.

Memory function: If the 230 V power supply is disconnected, the last  
light value set is stored.



System requirements: min. Android 4.3 or iOS 7.1 / min. Bluetooth 4.0

vitaLED® smart

2-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18333022	chrome	RGBW	839.00
18333152	nickel satin	RGBW	849.00

consisting of 2 lights, Bluetooth®device, power supply and  
plug & play connection cables (distributor -> light) 1000mm

4-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18334022	chrome	RGBW	1289.00
18334152	nickel satin	RGBW	1299.00

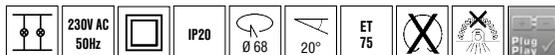
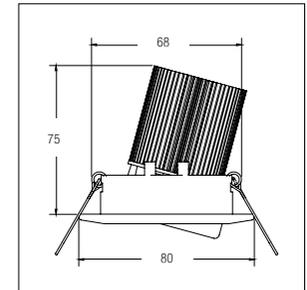
consisting of 4 lights, Bluetooth®device, power supply and  
plug & play connection cables (distributor -> light) 1000mm

4-fold extension kit\*

Article-no.	Colour of cabinet	Light color	Price €
18373022	chrome	RGBW	1199.00
18373152	nickel satin	RGBW	1199.00

consisting of 4 lights, distributor, power supply and plug & play  
connection cables (distributor -> light) 2000mm

\*As extension for a 2- or 4-fold kit.





vitaLED® smart basic and extension kits  
18335... / 18336 / 18375



SPECIFICATION:

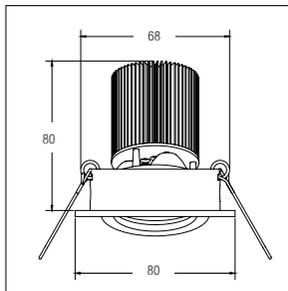
Incl. light source: 3x RGBW LED, output: max. 14W per bulb, material: aluminum/plastic, angle: 40°

**Energy efficiency class: A++ to A**

This lights contain built-in LED lamps. These lamps cannot be exchanged in the light.

Memory function: If the 230 V power supply is disconnected, the last light value set is stored.

System requirements: min. Android 4.3 or iOS 7.1 / min. Bluetooth 4.0



2-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18335072	white	RGBW	849.00
18335252	alu satin	RGBW	849.00

consisting of 2 lights, Bluetooth®device, power supply and plug & play connection cables (distributor -> light) 1000mm

4-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18336072	white	RGBW	1299.00
18336252	alu satin	RGBW	1299.00

consisting of 4 lights, Bluetooth®device, power supply and plug & play connection cables (distributor -> light) 1000mm

4-fold extension kit\*

Article-no.	Colour of cabinet	Light color	Price €
18375072	white	RGBW	1199.00
18375252	alu satin	RGBW	1199.00

consisting of 4 lights, distribution, power supply and plug & play connection cables 2000mm

\*As extension for a 2- or 4-fold kit.





SPECIFICATION:

Incl. light source: 3x RGBW LED, output: max. 14W per bulb,  
material: aluminum/plastic, angle: 40°

**Energy efficiency class: A++ to A**

This lights contain built-in LED lamps. These lamps cannot be exchanged  
in the light.

Memory function: If the 230 V power supply is disconnected, the last  
light value set is stored.



System requirements: min. Android 4.3 or iOS 7.1 / min. Bluetooth 4.0

vitaLED® smart

2-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18337072	white	RGBW	859.00
18337252	alu satin	RGBW	859.00

consisting of 2 lights, Bluetooth®device, power supply and  
plug & play connection cables (distributor -> light) 1000mm

4-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18338072	white	RGBW	1299.00
18338252	alu satin	RGBW	1299.00

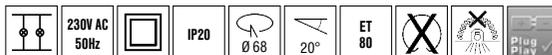
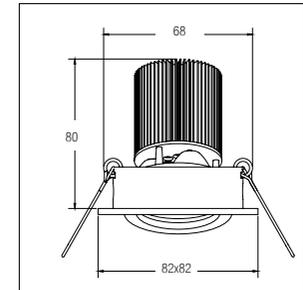
consisting of 4 lights, Bluetooth®device, power supply and  
plug & play connection cables (distributor -> light) 1000mm

4-fold extension kit\*

Article-no.	Colour of cabinet	Light color	Price €
18377072	white	RGBW	1199.00
18377252	alu satin	RGBW	1199.00

consisting of 4 lights, distribution, power supply and plug & play  
connection cables 2000mm

\*As extension for a 2- or 4-fold kit.





vitaLED® smart basic and extension kits  
18339... / 18340 / 18379



SPECIFICATION:

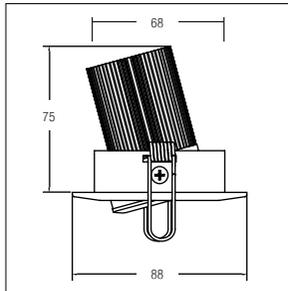
Incl. light source: 3x RGBW LED, output: max. 14W per bulb,  
material: cast/plastic, angle: 40°

**Energy efficiency class: A++ to A**

This lights contain built-in LED lamps. These lamps cannot be exchanged in the light.

Memory function: If the 230 V power supply is disconnected, the last light value set is stored.

System requirements: min. Android 4.3 or iOS 7.1 / min. Bluetooth 4.0



2-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18339022	chrome	RGBW	859.00
18339072	white	RGBW	859.00
18339152	nickel satin	RGBW	859.00

consisting of 2 lights, Bluetooth®device, power supply and plug & play connection cables (distributor -> light) 1000mm

4-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18340022	chrome	RGBW	1299.00
18340072	white	RGBW	1299.00
18340152	nickel satin	RGBW	1299.00

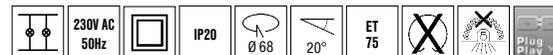
consisting of 4 lights, Bluetooth®device, power supply and plug & play connection cables (distributor -> light) 1000mm

4-fold extension kit\*

Article-no.	Colour of cabinet	Light color	Price €
18379022	chrome	RGBW	1199.00
18379072	white	RGBW	1199.00
18379152	nickel satin	RGBW	1199.00

consisting of 4 lights, distribution, power supply and plug & play connection cables 2000mm

\*As extension for a 2- or 4-fold kit.



vitaLED® smart basic and extension kits  
18341... / 18342 / 18381



SPECIFICATION:

Incl. light source: 3x RGBW LED, output: max. 14W per bulb,  
material: cast/plastic, angle: 40°

**Energy efficiency class: A++ to A**

This lights contain built-in LED lamps. These lamps cannot be exchanged  
in the light.

Memory function: If the 230 V power supply is disconnected, the last  
light value set is stored.



System requirements: min. Android 4.3 or iOS 7.1 / min. Bluetooth 4.0

vitaLED® smart

2-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18341022	chrome	RGBW	859.00
18341072	white	RGBW	859.00
18341152	nickel satin	RGBW	859.00

consisting of 2 lights, Bluetooth®device, power supply and  
plug & play connection cables (distributor -> light) 1000mm

4-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18342022	chrome	RGBW	1299.00
18342072	white	RGBW	1299.00
18342152	nickel satin	RGBW	1299.00

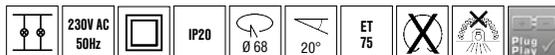
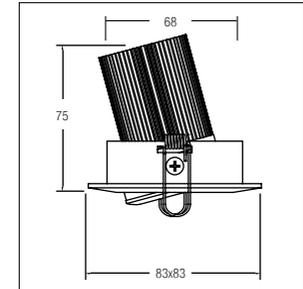
consisting of 4 lights, Bluetooth®device, power supply and  
plug & play connection cables (distributor -> light) 1000mm

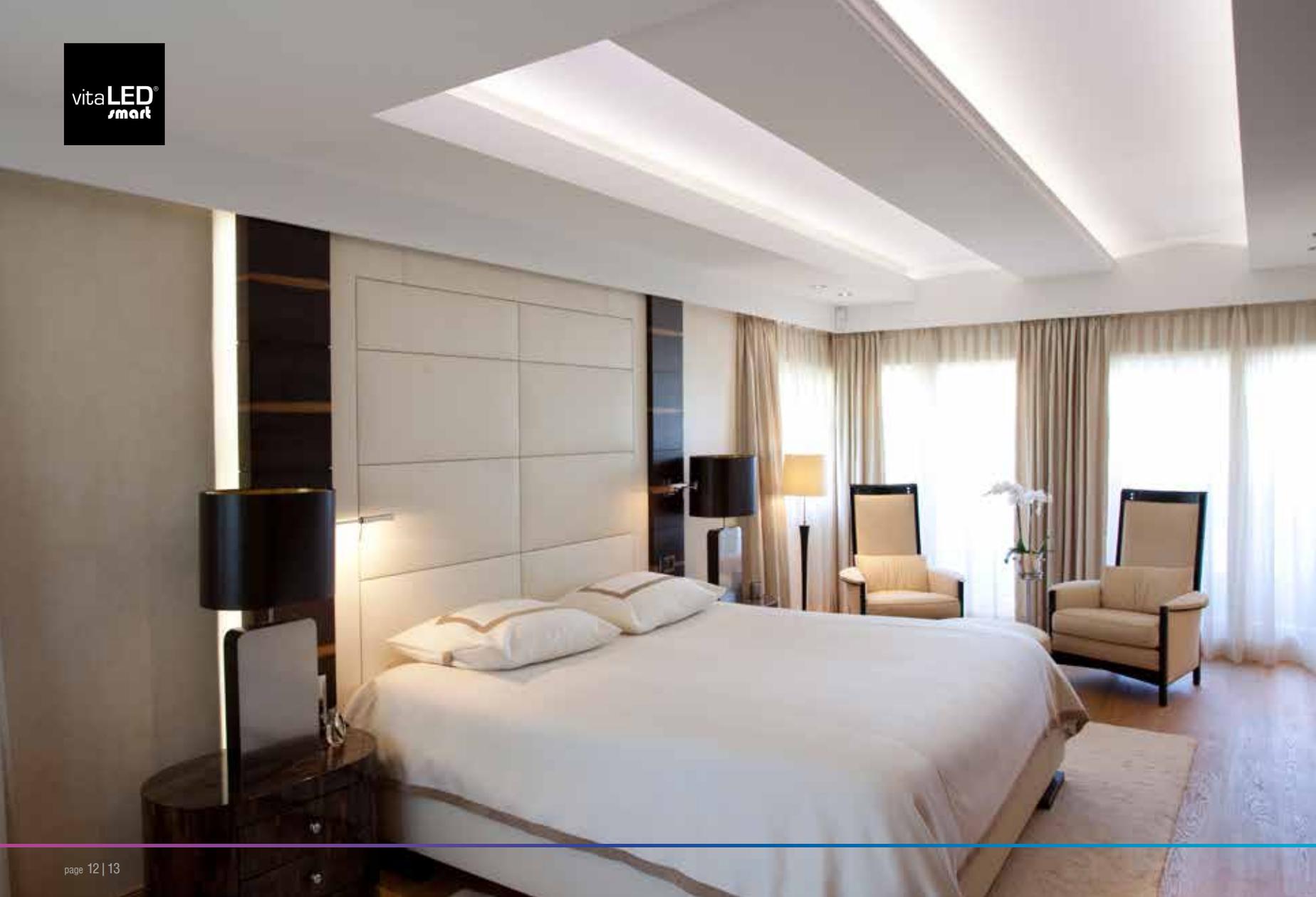
4-fold extension kit\*

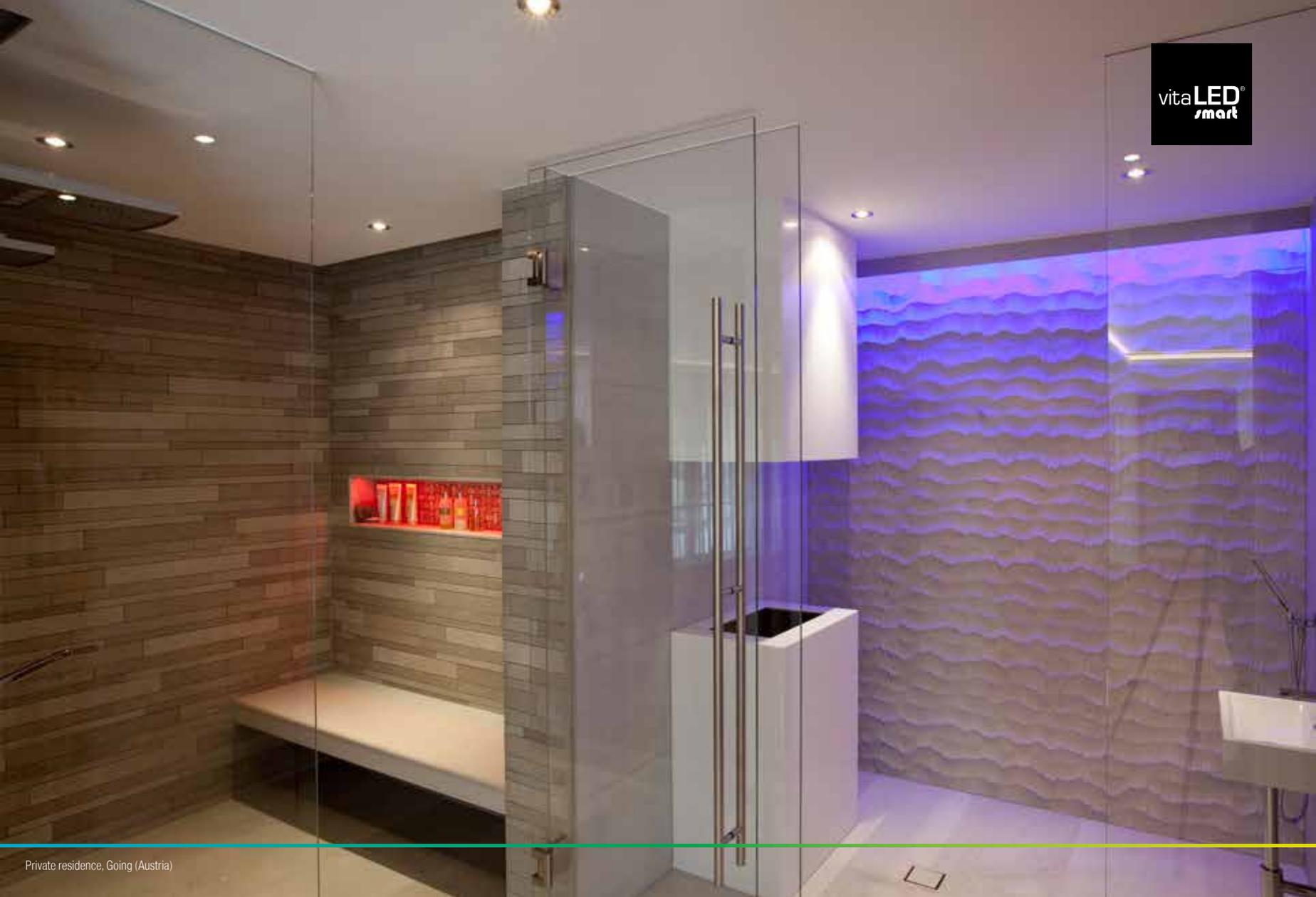
Article-no.	Colour of cabinet	Light color	Price €
18381022	chrome	RGBW	1199.00
18381072	white	RGBW	1199.00
18381152	nickel satin	RGBW	1199.00

consisting of 4 lights, distribution, power supply and plug & play  
connection cables 2000mm

\*As extension for a 2- or 4-fold kit.









vitaLED® smart basic and extension kits  
18343... / 18344 / 18383



SPECIFICATION:

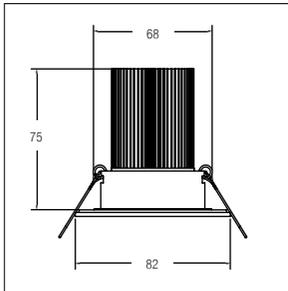
Incl. light source: 3x RGBW LED, output: max. 14W per bulb,  
material: Stainless steel / plastic / clear glass, reflected beam angle: 40°

**Energy efficiency class: A++ to A**

This lights contain built-in LED lamps. These lamps cannot be exchanged in the light.

Memory function: If the 230 V power supply is disconnected, the last light value set is stored.

System requirements: min. Android 4.3 or iOS 7.1 / min. Bluetooth 4.0



2-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18343222	stainless steel	RGBW	869.00

consisting of 2 lights, Bluetooth®device, power supply and plug & play connection cables (distributor -> light) 1000mm

4-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18344222	stainless steel	RGBW	1399.00

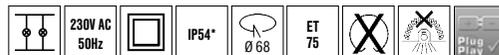
consisting of 4 lights, Bluetooth®device, power supply and plug & play connection cables (distributor -> light) 1000mm

4-fold extension kit\*

Article-no.	Colour of cabinet	Light color	Price €
18383222	stainless steel	RGBW	1299.00

consisting of 4 lights, distribution, power supply and plug & play connection cables 2000mm

\*As extension for a 2- or 4-fold kit.



\*if installed in closed ceilings

vitaLED® smart basic and extension kits  
18345... / 18346 / 18385



SPECIFICATION:

Incl. light source: 3x RGBW LED, output: max. 14W per bulb,  
material: Stainless steel / plastic / clear glass, reflected beam angle: 40°

**Energy efficiency class: A++ to A**

This lights contain built-in LED lamps. These lamps cannot be exchanged  
in the light.

Memory function: If the 230 V power supply is disconnected, the last  
light value set is stored.



System requirements: min. Android 4.3 or iOS 7.1 / min. Bluetooth 4.0

vitaLED® smart

2-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18345222	stainless steel	RGBW	869.00

consisting of 2 lights, Bluetooth®device, power supply and  
plug & play connection cables (distributor -> light) 1000mm

4-fold basic kit

Article-no.	Colour of cabinet	Light color	Price €
18346222	stainless steel	RGBW	1399.00

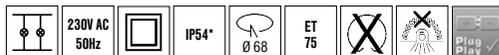
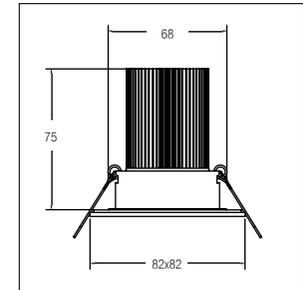
consisting of 4 lights, Bluetooth®device, power supply and  
plug & play connection cables (distributor -> light) 1000mm

4-fold extension kit\*

Article-no.	Colour of cabinet	Light color	Price €
18385222	stainless steel	RGBW	1299.00

consisting of 4 lights, distribution, power supply and plug & play  
connection cables 2000mm

\*As extension for a 2- or 4-fold kit.



\*if installed in closed ceilings



vitaLED® smart Flex-kit  
18350002



#### SPECIFICATION:

Light source: 2+2 SMD-LED: 300 LED (60LEDs/m),  
output: max. 42.5W (17W/m), angle: 120°,  
width: 10mm, length: 2500mm, scissors every 100mm,  
two-sides 3M-adhesive tape included in delivery.

#### Energy efficiency class: A++ to A

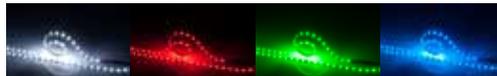
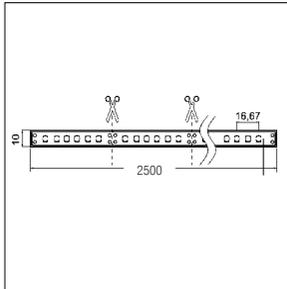
This lights contain built-in LED lamps. These lamps cannot be exchanged in the light.

**To dissipate heat, light must be mounted on aluminum profiles.**

Memory function: If the 230 V power supply is disconnected, the last light value set is stored.

System requirements: min. Android 4.3 or iOS 7.1 / min. Bluetooth 4.0

vitaLED® smart



#### Basic kit

Article-no.	Light colour	Price €
18350002	RGBW	699.00

consisting of 2500mm flex board, Bluetooth®device,  
PWM distribution, power supply device and system cable  
(distribution -> Distribution)







General Terms and Conditions of Sale  
of Brumberg Leuchten GmbH & Co. KG Company

## § 1

### General - Scope

1. Our Terms and Conditions shall apply exclusively; contradicting conditions or conditions of the customer that deviate from our Terms and Conditions will not be accepted by us unless we have expressly agreed to their applicability in writing. Our Terms and Conditions shall also apply when we perform deliveries without objection while being aware of contradicting conditions or Terms and Conditions that differ from ours.
2. Decisive for the content and scope of deliveries and services shall be our written offer and, if we issue an order confirmation, our written order confirmation.
3. Our Terms and Conditions shall only be applicable to companies within the meaning of § 310 Sec. 1 BGB [Bürgerliches Gesetzbuch - German Federal Civil Code].
4. Our Terms and Conditions shall also apply to all future business with the customer. The following Terms and Conditions supersede the customer's Terms and Conditions that differ in content. The customer's waiver of the applicability of any of their own Terms and Conditions shall also not be invalidated by our silence or our performance. A deviation from the following Terms and Conditions in an individual case shall require our written confirmation.
5. All technical data in our catalogues and other sales materials, lists and drawings as well as weight, measurement and mixing information has been carefully prepared, however, we reserve the right to later corrections.
6. It shall be the customer's responsibility to check whether our product is suitable for the customer's specified purpose.

## § 2

### Quote - Quotation Documents

1. If the order is to be qualified as a quote in accordance with § 145 BGB, we shall have the right to accept it within four weeks.
2. We reserve property rights and intellectual property rights in depictions, drawings, calculations and other documents; they must not be made available to third parties. This shall also apply to any written documents labelled as confidential. Their disclosure to third parties by the customer shall require our express written approval. Quotes shall only be valid if in written form. The prices stated shall apply subject to the condition that the order data on which the quote tendered was based remain unchanged.
3. We shall only prepare first samples and first sample test reports upon express written agreement, billed at cost.

4. For products ordered based on customer's drawings or samples, customer shall be obliged to check for possible property rights of third parties and to not infringe upon them. If, due to a breach of this obligation a third party is prohibiting a production claiming a property right belonging to said third party, or if the product can not be used due to a violation of said property right, we shall be entitled - without having to verify the legal status and to the exclusion of any compensation to the customer, no matter what the legal status may be - to stop production and delivery until the facts have been clarified and to demand compensation from the customer, in the amount of at least 15 % of the invoice total for the product ordered. Customer shall already now hold us harmless of any and all claims for damages or other compensation, especially from the holders of right, upon first response. Included in the scope of the damages shall also be such costs as we may incur due to having to defend against claims of third parties.

## § 3

### Prices - Terms and Conditions of Payment

1. Unless the order confirmation specified something else, our prices shall be exworks, incl. packaging typically used for our products, plus the value added tax applicable at the date of the invoice. Requested special packaging or outer packaging or special small packages shall be billed to the customer. The prices shall be applicable, respectively, only to the contractually agreed upon quantity and design. If the customer requests changes that require higher processing than what the contract or typical production process is based on, we shall reserve the right to a reasonable adjustment of the price. We reserve the right to increase our prices - after the contract has been signed - in particular if due to bargaining agreements, increases in the prices of materials, especially increases in the prices of raw materials or increases in costs of energy.
2. The statutory value-added tax is not included in our prices; it will be specified separately on the invoice in the statutory amount applicable on the day the invoice is issued.
3. The deduction of a discount shall require a special written agreement.
4. Unless specified differently in the order confirmation, the purchase price shall be due net (without deduction) free of transaction charges and shall be payable within 10 days of the date of the invoice. If customer is in default, we shall be entitled to demand interest on arrears in the amount of 8 percentage points above the statutory base interest rate per year. If we are able to provide proof of higher damages due to this default, we shall be entitled to claim those. The Customer, however, shall have the right to prove to us that we did not incur damages or did incur significantly lower damages as a result of this default.
5. Customer shall be entitled to offsetting only if its counterclaims have been ju-

cially determined, are uncontested, or have been acknowledged by us. Also, customer shall not have any right to retention on account of contested counterclaims. Furthermore, customer shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship. Credit memos are expressly granted for the purpose of offsetting. There shall be no claim to the payment outright.

6. In case of doubt regarding customer's ability to pay, we reserve the right to demand advance payments or that securities be rendered. If we obtain knowledge that an attachment could not be enforced at the customer or if we receive any indication of a financial collapse of the customer, we shall be entitled to withdraw from the contract subject to a charge for the expenses incurred.

## § 4

### Delivery Schedule - Terms and Conditions of Delivery

1. The start of the delivery schedule stated by us or agreed upon with us presupposes that all technical questions have been addressed, all documents to be supplied by the customer have been delivered, all necessary permits and releases have been obtained by the customer, especially with respect to plans as well as the adherence to the agreed upon Terms and Conditions of Payment and the fulfillment of the other acts of cooperation by the customer.
2. Furthermore, the adherence to our obligation to deliver presupposes the timely and proper fulfillment of the customer's obligation as well as that we received proper delivery of the raw materials necessary for manufacturing the delivery product. The right to objection of non-fulfilled shall remain reserved.
3. If the non-adherence to delivery schedules is due to force majeure, e.g. strike, lock-out, etc., the deadlines shall be reasonably extended. Such a reasonable extension of the delivery deadlines shall also apply if we do not receive our deliveries on time.
4. If customers is defaulting on acceptance or if customer culpably violates other duties of cooperation, we shall be entitled to demand compensation of any resulting damages including any possible extra expenses to the customer. We reserve the right to assert further claims and rights.
5. If the delivery or shipment is postponed upon customer's request, we shall be entitled to bill the customer a storage fee in the amount of 0.05 % of the invoice total for each month started, up to a maximum of 5 % of the invoice total, 10 days after notifying customer that the goods are ready for shipment. Both parties to the contract shall have the right to prove higher or lower expenses.
6. If the prerequisites in Sec. 4 exist, the risk of accidental loss or accidental deterioration of the goods shall pass to customer at the moment customer defaults on acceptance or payment.
7. In accordance with the statutory regulations, we shall be liable to the extent

that the underlying purchasing contract is a fixed date transaction in the meaning of § 286 Sec. 2 Nr. 4 BGB or of § 376 HGB (German Commercial Code). In accordance with the statutory regulations, we shall also be liable if customer, due to a delayed delivery due to our fault, is entitled to claim that customer's interest in the continued fulfillment of the contract has ended.

7. Furthermore, in accordance with the statutory regulations, we shall be liable if the delayed delivery is due to a willful or grossly negligent breach of contract for which we are responsible; culpability of our representatives or vicarious agents shall be attributed to us. If the default in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability shall be limited to the foreseeable, typically occurring damages.

8. We shall also be liable in accordance with statutory provisions, insofar as the delay in delivery that was our fault is based on a culpable breach of a material contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damages.

9. We shall be entitled to make partial deliveries within a reasonable scope. Deviations in measurements, weight, technical design, manufacturing and quantity of the goods to be delivered shall be allowed within customary, product-related tolerances. Furthermore deemed as approved by the manufacturer shall be modifications that serve technical advancement and improvement of our products.

## § 5

### Transfer of Risk - Packaging Costs

1. Unless the order confirmation specifies otherwise, the delivery shall be agreed upon ex works.
2. The return of packaging materials shall be subject to special agreements.
3. If requested by the ordering party, we will obtain transport insurance for the delivery; the costs caused by it shall be born by the ordering party.
4. Customer shall be required to name one or more people within a reasonable period before delivery of the goods who are authorised by customer to accept the goods and the accompanying documents, and to sign the delivery papers and accompanying documents on behalf of customer. This shall apply in particular if the goods are delivered to a location other than customer's place of business. If such information is not provided, those persons who actually accept the goods shall be deemed authorised to accept the goods and to sign the transfer papers (delivery note and other accompanying papers).
5. If none of the people named by customer are present at the agreed upon time at the specified location or if this person or other persons are not willing to accept the goods, customer shall be in default of acceptance, with the consequence that the risk transfers to the customer. Furthermore, customer shall

bear the extra costs arising from a renewed delivery.

6. Customer shall not be entitled to reject deliveries due to minor defects.

## § 6

### Liability for Defects

1. Customer's claims for defects presuppose that customer properly fulfilled its inspection and complaint obligations owed in accordance with § 377 HGB.  
2. If the purchased item does have a defect, we shall - at our discretion - be entitled to provide remedy in form of a correction of the defect or to deliver a new defect-free item. In case of a remedy of the defect, we shall be required to bear all expenses necessary for the remedy, in particular transport, travel, work and materials costs, if those are not increased by the fact that the purchased item was brought to a location different from the place of fulfillment.

In any case, in case of a remedy of the defect, we shall only bear the expenses up to the amount of the purchase price.

3. If the remedy fails, customer - at its discretion - shall have the right to demand withdrawal or reduction.

4. We shall be liable in accordance with the statutory stipulations insofar as customer makes claims for damages that are a result of intent or gross negligence, including intent of gross negligence of our representatives or vicarious agents. Unless we are claimed to be in deliberate breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damages.

5. In accordance with the statutory regulations, we shall be liable if we culpably violated a material contractual obligation; however, even in this case, the liability for damages shall be limited to the foreseeable, typically occurring damages. A material contractual obligation shall exist if the violation of the obligation refers to an obligation in whose fulfillment customer has trusted and could be expected to trust in.

6. Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability in accordance with the product liability law (Produkthaftungsgesetz).

7. To the extent not otherwise specified above, any liability shall be excluded.

8. The period of limitation for claims for defects shall be 12 months, as from the transfer of risk.

## § 7

### Joint and Several Liability

1. Liability for damages other than that provided in § 6 shall be excluded - regardless of the legal nature of the claim. This shall in particular apply to claims for damages arising from negligence when entering into the contract, damages because of other breaches of obligations, or damages because of tortuous

claims for compensation for damages in accordance with § 823 BGB.

2. The period of limitation for all claims that are not subject to the period of limitation for defects of the item shall be an exclusion period of 18 months. It shall commence upon obtaining knowledge of the damage and of the person causing the damage.

3. The limitation pursuant to Sec. 1 shall also apply, insofar as the customer demands compensation of useless expenses instead of performance.

4. Insofar as liability for damages against us is excluded or limited, this shall also apply with respect to the personal liability for damages of our employees, workers, associates, representatives and vicarious agents.

## § 8

### Securing Retention of Title

1. We shall retain the title to the purchased item until we have received all payments due to us from the business relationship with customer. To the extent that we agree with the customer on payment of the purchase price owed on the basis of the check/note payment procedure, the retention shall also extend to the redemption of the note from the customer, accepted by us, and shall not be eliminated by the crediting of the check we received. If customer breaches the terms of the contract, in particular in case of default of payment, we shall be entitled to take back the purchased goods. Our garnishment of the purchased goods shall constitute a withdrawal from the contract. Upon taking back the purchased goods, we shall be entitled to reuse them; after the deduction of reasonable utilisation costs, the proceeds from the sale shall be offset against the ordering party's liabilities.

2. Customer agrees to handle the purchased goods with care; in particular, the ordering party shall be required to insure them at its own expense against fire, water and theft at their original value. Where maintenance and inspection work is required, customer shall have it performed timely at its own expense.

3. In case of attachments or other encroachments by third parties, customer shall notify us immediately so that we can file a lawsuit in accordance with § 771 ZPO (German Code of Civil Procedure). Insofar as the third party is not able to reimburse us for the judicial and extrajudicial costs of such a lawsuit in accordance with § 771 ZPO, customer shall be liable for any losses we incur.

4. Customer shall be entitled to resell the purchased goods in the ordinary course of business; Customer shall, however, now assign to us all accounts receivables in the amount of the final invoice amount (incl. VAT) of our account receivable that accrue to him against purchasers or third parties on resale, independently of whether the purchased goods were resold without or after processing it. Customer shall remain authorised to collect this account receivable even after assignment. Our authorisation to collect the account re-

ceivable ourselves shall remain unaffected by this. However, we agree not to collect the accounts receivable as long as customer complies with its payment obligations from the collected proceeds, does not default in payment and, in particular, no petition for the institution of insolvency or conciliation procedure is filed or cessations of payment exist. But if this is the case, we shall be entitled to demand that customer inform us about assigned receivables and the debtor of same, provide us with all information required for collection, hand out the pertinent documents and inform the debtor (third party) of the assignment. The claim already ceded to us in advance shall also apply to the acknowledged balance, as well as, in the case of an insolvency of the customer, to the then existing causal balance.

5. The processing or transformation of the purchased goods by customer shall always be done for us. If the purchased goods are processed together with other items not belonging to us, we shall consequently acquire co-ownership of the new object in proportion to the value of the purchased goods (invoice total, incl. VAT) to the other processed items at the time at which processing took place. Incidentally, for the object resulting from the processing, the same shall apply as for the purchased goods under reservation.

6. If the purchased goods are combined with other objects not belonging to us such that they cannot be separated from one another, we then shall acquire joint ownership of the new object in proportion to the value of the purchased goods (invoice total, incl. VAT) and to the other processed items at the time at which combining took place. If the combining occurs such that customer's object is regarded as the principal item, then it is deemed agreed upon that customer shall transfer co-ownership to us proportionally. Customer shall keep safe the resulting sole ownership or co-ownership for us.

7. As security for our claims against it, customer shall assign to us all claims against a third party resulting from combining the purchased goods with real property.

8. We undertake to release the securities due to us at customer's request as long as the realisable value of our securities exceeds the secured accounts receivable by more than 10 %; the selection of the securities to be released shall be at our discretion.

## § 9

### Place of Jurisdiction - Place of Performance - Severability Clause

1. If the customer has merchant status, the court, which is locally competent for the place of our business, shall have jurisdiction; we shall, however, also be entitled to bring action against customer at its place of business.

2. The laws of the Federal Republic of Germany shall be applicable; the terms of the UN Convention on Contracts for the Sale of Goods shall be excluded.

3. Unless stated otherwise in the order confirmation, place of performance shall be the headquarters of Brumberg Leuchten GmbH & Co. KG.

4. In the event that individual provisions of these General Terms and Conditions of Sale in whole or in part violate mandatory law or are for other reasons invalid or ineffective, this shall not affect the validity of the remaining provisions.

5. The German version of the General Terms and Conditions shall be the authoritative version. In case of translations, it shall prevail over the English translation and is designed based on German law.

Sundern, 01.08.2014

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