

Convenience translation. The German version („Kunden-AGB“, published at [lumerax.de/policies/terms-of-service](https://lumerax.de/policies/terms-of-service)) is the legally binding version; in case of discrepancies, the German version prevails.

**Scope of these Customer Terms.** These terms apply to end customers of the Lumerax brand: businesses that acquire a Lumerax solution as its final user and operate it at their own location – for example in a shop window, showroom, retail store or on a glass façade. They do **not** apply to certified Lumerax partners who purchase components for installation at third-party sites or for resale; those relationships are governed exclusively by the separate **Partner Terms** (General Terms and Conditions for certified Lumerax partners).

## 1. Scope

These General Terms and Conditions (GTC) apply to all contracts, deliveries and services between

### **DNX Ventures GmbH**

Am Ausbesserungswerk 8  
80939 Munich, Germany

(hereinafter "Provider", "DNX Ventures" or "Lumerax") and its customers, in the version valid at the time the contract is concluded.

Customers within the meaning of these GTC are exclusively entrepreneurs within the meaning of section 14 of the German Civil Code (BGB). The customer is the end purchaser of the Lumerax solution who operates and displays the installation as its final user at its own location (e.g. retail, showroom, hospitality, real estate) – not the certified partner who carries out the installation or resells components.

Deviating or supplementary terms and conditions of the customer only become part of the contract if DNX Ventures expressly agrees to them in writing.

## 2. Offer and conclusion of contract

- (1) The presentation of products, solutions or services on this website or in other media does not constitute a legally binding offer, but a non-binding invitation to submit an enquiry or order.
- (2) A contract is only concluded upon written order confirmation by DNX Ventures or upon performance of the delivery or service.

## 3. Services

- (1) Under the Lumerax brand, DNX Ventures offers project-based solutions in the field of lighting, projection and smart-glass technologies. This may include in particular:
  - supply of projection systems, films and technical components
  - concept development and project planning
  - technical consulting and integration
  - creation of visual content or media
  - coordination of installation and technology partners
- (2) The nature and scope of the services owed result exclusively from the respective individual offer or the written order confirmation.
- (3) Operational installations and technical execution are generally carried out by external specialist companies or qualified partner businesses.

## 4. Prices and payment terms

- (1) All prices on the website are stated in euros including the applicable statutory VAT.

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### **DNX Ventures GmbH**

Am Ausbesserungswerk 8  
80939 München, Germany  
T: +49 89 215 2525 6  
E: [info@dnxventures.de](mailto:info@dnxventures.de)

### **Bank details**

Raiffeisenbank Pfaffenhofen a. d. Glonn  
IBAN: DE03 7016 9186 0000 0544 45  
BIC: GENODEF1ODZ

### **Managing Director:**

Dipl. Ing. Dany Hoffman  
Amtsgericht München  
HRB 310269

### **Tax**

VAT ID: DE461264299  
Tax no.: 143/130/11969  
Finanzamt München

- (2) Our offers are directed exclusively at entrepreneurs within the meaning of section 14 BGB.
- (3) Unless otherwise agreed, the invoice amount is due within 10 days of the invoice date without deduction.
- (4) In the event of default of payment, DNX Ventures is entitled to charge default interest at the statutory rate as well as reminder costs.

## 5. Delivery and installation

- (1) Delivery and performance dates are generally non-binding unless they have been expressly confirmed as binding in writing.
- (2) Assembly or technical installation takes place exclusively by separate agreement.
- (3) The customer must ensure that the structural, technical and infrastructural requirements for proper installation are met.
- (4) Delays due to missing requirements or on-site obstacles are the responsibility of the customer.

## 6. Retention of title

Delivered goods remain the property of DNX Ventures until full payment of all claims arising from the business relationship.

## 7. Warranty

- (1) Warranty is governed by the statutory provisions unless otherwise provided below.
- (2) Obvious defects must be notified by the customer in writing without undue delay, at the latest within 7 days of delivery.
- (3) For used products the warranty may be excluded, provided this has been agreed accordingly in the offer or the order confirmation.
- (4) Projections, media content and visual presentations are creative services. No guarantee of success is assumed, in particular with regard to advertising impact or economic results.

## 8. Liability

- (1) DNX Ventures is liable without limitation for intent and gross negligence.
- (2) In the event of slight negligence, DNX Ventures is only liable for breach of material contractual obligations (cardinal obligations) and limited to the foreseeable damage typical for the contract.
- (3) Liability for indirect damage, loss of profit, business interruption or loss of data is excluded.
- (4) Liability under the German Product Liability Act and for injury to life, body or health remains unaffected.

## 9. Rights of use in content

- (1) Content created by the Provider on behalf of the customer (e.g. advertising videos, visualisations or media content) may be used exclusively within the scope of the agreed use.
- (2) Passing on, editing or reproducing such content requires the prior written consent of DNX Ventures, unless expressly agreed otherwise.

## 10. Force majeure

DNX Ventures is not liable for delays or failures of performance caused by events outside the company's sphere of influence. These include in particular:

- force majeure
- natural events
- official measures
- disruptions of international supply chains
- transport or logistics problems
- industrial action or energy shortages

In such cases, delivery and performance periods are extended by a reasonable period.

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## 11. Data protection

Personal data is processed in accordance with the privacy policy published on this website.

## 12. Final provisions

- (1) The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) Place of performance and jurisdiction is Munich, provided the customer is a merchant (Kaufmann), a legal entity under public law or a special fund under public law.
- (3) Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions remains unaffected.

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