

## **GENERAL TERMS AND CONDITIONS OF LIGHTRONICS B.V.**

### **Article 1: General.**

1. These general terms and conditions apply to all legal relationships between Lightronics and the customer, including those arising from agreements concluded or to be concluded.
2. The applicability of the general terms and conditions of the customer is explicitly rejected.
3. In the event of any inconsistency between the Dutch text of the general terms and conditions and other language versions, or in the interpretation of the content and purport of the general terms and conditions, the Dutch text will prevail.

### **Article 2: Offers, formation and cancellation of the agreement.**

1. Offers made by Lightronics are without obligation, even if they contain a period for acceptance. The period will never be binding upon Lightronics for its duration. If an offer made by Lightronics is accepted, Lightronics will be entitled to revoke the offer within two working days of receipt of acceptance. The agreement is formed after Lightronics has confirmed the order issued to it in writing with an order confirmation. In cases of urgency, which will be defined as such by Lightronics, Lightronics may, in derogation of Article 5(2), commence its work before the agreement is entered into.
2. The customer may cancel the order within 48 hours after Lightronics has sent the order confirmation or within 48 hours after Lightronics has performed its work, and may do so free of charge and without stating reasons. After 48 hours, cancellation will only be possible with the express written consent of Lightronics under the conditions set by Lightronics, in any case including payment for hours reserved by Lightronics and compensation for costs incurred by Lightronics, subject to a minimum of 15% of the order value. Any items already delivered to the customer must be returned undamaged and without delay to Lightronics after cancellation.
3. Any images, drawings, technical specifications and other information, whether or not included in prospectuses, catalogues, circular letters, advertisements or price lists, made available by Lightronics to the customer before, with or after the offer or order confirmation will have the nature of an approximation. Data derived from them will only be binding if explicitly agreed in writing.
4. If any offers or order confirmations are based on information, drawings, specifications etc. provided by the customer, Lightronics may assume that such information is correct.
5. All rights with respect to offers, order confirmations, and any calculations, models, technical and other designs, descriptions, technical and other drawings, sketches, diagrams, and other, whether or not electronic, data or data collections, whether or not included therein, will be vested in Lightronics or the designer.
6. Documents, data or data collections made or published by or via Lightronics as referred to in paragraph 5 of this article remain inalienable property of Lightronics or the designer and may not, in any form, be provided to third parties for inspection or made available, for no consideration or otherwise, whether or not already in use, or be published in any other way without the prior written consent of Lightronics or the designer.
7. Documents, data or data collections as referred to in paragraph 5 of this article, as well as samples and prototypes made available to the customer, must be returned to Lightronics in full and undamaged on its demand. If no agreement is formed, they must be returned immediately.
8. If the customer acts in violation of the provisions of paragraphs 6 or 7 of this article, it will pay Lightronics, without any notice of default being required, an immediately payable penalty, not open to discount or set-off by the customer, of 10% of the sales price with a minimum of € 1,000, for each violation, without prejudice to Lightronics' right to claim additional compensation besides the above penalty.

9. Any discounts as given by Lightronics or other commitments made by Lightronics may only be expressly agreed upon in writing. Lightronics will only be bound by them if the conditions attached to them have been complied with or fulfilled, otherwise the discounts and commitments will lapse with immediate effect.

#### **Article 3: Prices and invoicing.**

1. All prices are stated in euros and are exclusive of VAT, unless otherwise agreed in writing. A surcharge of € 15, excluding VAT, applies to orders with a net invoice amount below € 250.
2. Prices, costs or fees stated by Lightronics, hereinafter to be referred to as: prices, are inclusive of any discounts agreed upon in accordance with Article 2(9) and are based on the prices, foreign currency rates, import duties and similar levies, insurance premiums, wages, freights, taxes and similar factors that applied at the time of statement. If one or more of the aforementioned factors undergo any changes after the agreement has been entered into, Lightronics will be entitled to change the agreed price accordingly. Lightronics reserves the right to send interim invoices.
3. Any discounts agreed upon with Lightronics in accordance with Article 2(9) may be processed in full by Lightronics in the last invoice or partial invoice.

#### **Article 4: Payment.**

1. The customer is obliged to provide security on Lightronics' demand and to Lightronics' satisfaction for timely and complete fulfilment of its payment and other obligations.
2. Payment must be made within 30 days of the invoice date, unless otherwise agreed in writing, without the right to set-off or suspension.
3. Payment must be made in euros, which will be converted using the exchange rate of the date on which payment is made.
4. Any negligence on the part of the customer, e.g. if it refuses to accept goods or does not give Lightronics the opportunity to perform the agreed work, will not affect its payment obligation.
5. If the customer has not fulfilled its obligations on the due date, it will be in default with immediate effect and without notice of default being required. In that case, all obligations of the customer vis-à-vis Lightronics pursuant to all agreements concluded between the customer and Lightronics will immediately become due and payable and the customer will be liable for all loss suffered and to be suffered by Lightronics.
6. If payment is late, Lightronics will be entitled to charge interest at 1.5% per month on the full outstanding amount, from the due date to the date of payment in full, for which purpose part of a month is regarded as a full month.
7. All costs of collection, both judicial and extrajudicial, will be for the customer's account. Extrajudicial collection costs are fixed at 15% of the unpaid portion of the principal sum, subject to a minimum of € 5,008. Lightronics will be free to transfer claims against the customer to third parties and/or to pledge them.

#### **Article 5. Delivery period**

1. Agreed delivery periods may never be deemed to be strict deadlines. In case of late delivery, Lightronics must therefore be given written notice of default and be granted a reasonable period for fulfilment. A reasonable period will in any event be the period that is considered reasonable in the sector.

2. The agreed delivery period will commence at the latest of the following points in time:
  - a. the day of formation of the agreement;
  - b. the day of receipt by Lightronics of the data, such as drawings, instructions, specifications etc., necessary for carrying out the delivery and to be provided by or on behalf of the customer;
  - c. the day of receipt by Lightronics of the permits or licences, exemptions and similar decisions obtained by the customer that are necessary to carry out the delivery;
  - d. the day of receipt by Lightronics of the agreed full or partial payment that must be made upon formation of the agreement.
3. When part of an order is ready, Lightronics may, at its discretion, either deliver this part at that time or deliver it when the entire order is ready, without prejudice to the other provisions of this article.
4. If more or additional work is instructed after the agreement has been formed, the delivery period will be extended accordingly, unless agreed otherwise in writing.
5. If the customer fails to take delivery or to give Lightronics the opportunity to carry out its work, Lightronics may, at its discretion, either store the goods to be delivered at the customer's expense and risk, in which respect the goods in question are deemed to have been delivered and any agreed work is deemed to have been performed and delivered, or to terminate the agreement or the unfulfilled part thereof, without judicial intervention or notice of default being required, all this without prejudice to Lightronics' right to compensation.

#### **Article 6: Delivery, risk transfer and transport**

1. If any material that is required for the performance of the agreement is not available due to circumstances beyond Lightronics' control, Lightronics will be entitled to use replacement material that it deems fit for the intended purpose.
2. After formation of the agreement, without consulting the customer, Lightronics is entitled to make small changes to drawings, dimensions, weights and specifications that in its justified opinion will improve the quality of the goods to be delivered.
3. The customer bears the risk of the goods it has ordered from the time that these are delivered to it. Goods are delivered duty paid.

#### **Article 7: Retention of title and right of retention**

1. As long as the customer has not paid the full amount of Lightronics' claim and any additional costs and any claim for compensation on account of the customer's attributable failure or has not provided sufficient security in that respect, Lightronics retains the ownership of the goods.
2. Lightronics also retains the ownership of the goods in respect of that which the customer owes Lightronics or will owe Lightronics under earlier or later agreements pursuant to which Lightronics delivered goods or will deliver goods and/or performed work or will perform work in addition to the delivery or pursuant to a failure on the customer's part to fulfil an agreement as referred to, unless the customer has provided sufficient security for its obligations as referred to.
3. Ownership passes to the customer as soon as the customer has met all of its obligations as referred to in paragraphs 1 and 2 of this article.
4. Unless agreed otherwise, for the application of the provisions of the first three paragraphs of this article each payment that could be allocated to two or more of the customer's obligations vis-à-vis Lightronics will first be allocated to the obligation/obligations to be designated by Lightronics and to which the retention of title referred to in paragraphs 1 and 2 of this article does not apply. Financial statements, demand letters, etc. provided by or on behalf of Lightronics to the customer cannot be regarded as a designation as referred to in the previous sentence, unless Lightronics explicitly provides otherwise in writing.

5. As long as the ownership of the goods delivered by Lightronics has not yet passed to the customer, the customer will be obliged to take out and maintain insurance against fire and theft in respect of the goods that are Lightronics' property. Upon request, the customer is obliged to allow Lightronics to inspect the insurance policy and the proof of payment of the insurance premium.

6. The customer is obliged to immediately notify Lightronics by telephone of any third-party claims to goods subject to retention of title and to attempts by third parties to get control of goods subject to retention of title or to attach such goods. Furthermore, the customer is obliged to confirm the above notification immediately to Lightronics in writing.

7. The customer is not entitled to lay claim to costs of safekeeping in respect of any goods delivered by Lightronics to it.

#### **Article 8: Resale, accession and specification**

1. As long as the delivered goods have not yet been paid in full, the goods will remain the property of Lightronics and it will be entirely at the customer's risk to resell the goods, deliver them or pledge them or encumber them in any other way or to transfer them to another party or make them available to another party in any other way and by whatever title, whether or not for no consideration and whether or not for use, unless agreed otherwise in writing.

2. Neither will the customer, as long as the goods are still the property of Lightronics, be authorised to use or treat the delivered goods in such a way that they lose their independence.

3. If the customer forms new goods from or with the delivered goods, these will be goods that Lightronics forms for itself and the customer will keep these for Lightronics, while Lightronics remains the owner of those new goods until the customer has met all of its obligations vis-à-vis Lightronics.

4. If the customer acts in violation of the provisions of this article, it will incur an immediately payable penalty that is not open to discount or set-off by the customer in the amount of twice the agreed price for each act covered by one of the prohibitions, without prejudice to Lightronics' right to claim additional compensation and without prejudice to Lightronics' other rights.

#### **Article 9: Warranty**

1. Lightronics guarantees the quality of the goods delivered by it and the materials used for those goods for a period of one year from the date of delivery, provided that the goods are used in a normal and careful manner and in accordance with the instructions of the supplier and the materials used for those goods, and for the purpose for which they were manufactured. In each case, Lightronics will never guarantee more than the guarantees given by its own suppliers in that respect. Lightronics gives no further guarantees. No guarantees are given for consumables, including but not limited to batteries and light sources. The customer must complete the return form mentioned in Article 11 and send it to Lightronics by e-mail within 30 days after the customer has discovered or reasonably could have discovered the defect and must, within said period, provide Lightronics with the original proof of purchase (invoice) stating the delivery date and product type, type number, item number and/or production number, along with a description of the defect and must return the defective product to Lightronics within two months after invoking the guarantee.

2. The guarantee does not cover defects in materials or parts of the delivered goods, the use of which has been prescribed by or on behalf of the customer or that have been made available to Lightronics by or on behalf of the customer. Defects in the delivered goods caused by the use of the above materials or part are also excluded from the guarantee. In this context, a defect is considered equivalent to unsuitability for the use for which the prescribed materials or parts were intended. Pursuant to its guarantee obligation, Lightronics will not be liable if goods do not function properly due to a defect in a design, construction or working method prescribed by or on behalf of the customer or an error in a recommendation made available by or on behalf of the customer.

3. The guarantee does not cover materials or parts of third parties not supplied by Lightronics and installed or to be installed by or on behalf of the customer in or on goods delivered by Lightronics, as well as all third-party costs, expressly including repair costs, in connection with work carried out by third parties, unless Lightronics has expressly agreed in writing to those costs and their amount.

4. Lightronics' guarantee obligation lapses if:

- a. the customer has made changes to, carries out repairs to and/or replaces the delivered goods or has this done by third parties not designated by Lightronics, unless agreed otherwise in writing;
- b. the customer uses the delivered goods for other purposes than their normal use;
- c. the customer uses, treats or maintains the delivered goods injudiciously, carelessly or incorrectly or if it does not properly comply with the maintenance schedules;
- d. defects were caused by negligence, accidents or normal wear and tear or if these are caused by circumstances of a special nature that Lightronics, in spite of careful preparation and performance of the work, reasonably could not have foreseen when accepting and/or carrying out the work;
- e. defects were caused by faults in or caused by goods that the customer and/or third parties combined with goods delivered by Lightronics;
- f. the customer excessively loads the delivered goods or exposes them to extreme circumstances;
- g. the customer does not fulfil any obligation vis-à-vis Lightronics arising from the agreement of any nature whatsoever.

5. The costs of detecting and repairing defects which are not covered by the guarantee given by Lightronics pursuant to this article will be charged to the customer at the rates that apply at that time.

6. The rights that can be derived from this article by the customer are not transferable.

7. In addition to the provisions of paragraphs 1 to 6, Lightronics gives the customer, for LED luminaires purchased directly from Lightronics by the customer, as well as final customers, in respect of LED luminaires from Lightronics, a guarantee that the LED luminaires are free from defects in the functioning of the light sources (LEDs) for a period of five years from the date of delivery, which only includes the failure of a single LED in the luminaire to function. This guarantee is called the Lightronics LED Guaranty Premium Package Program.

8 Lightronics may only accept a claim by the customer or final customer under the guarantee referred to in paragraph 7 if the customer or final customer provides Lightronics with the original proof of purchase (invoice) stating the delivery date and product type, type number, item number and/or production number and the guarantee certificate, along with a description of the defect, and acts in accordance with Lightronics' return procedure and sends the return form referred to in Article 11 to Lightronics by e-mail, all within a period of 30 days after the customer or final customer discovered or reasonably could have discovered the defect and returns the defective luminaire / unit to Lightronics within two months after the guarantee claim, along with a sticker showing production data affixed to the product, failing which the guarantee will expire completely.

9. The customer or final customer cannot derive any right from the guarantee referred to in paragraph 7 and Lightronics' guarantee obligation shall lapse if any passages in the proof of purchase and/or the guarantee certificate have been altered, crossed out or removed, or are or have been made illegible and/or if the model (type) or product number on the product has been altered, crossed out or removed, or is or has been made illegible, and/or if there are any defects, caused by third parties or not, which are the result of incorrect installation or assembly, deviating from the installation manual and taking into account the tolerances on flux and system output applicable to the LED luminaires, of overheating due to central or other heating, of external causes including but not limited to fire, vandalism, natural disasters, disturbance of public order, etc., damage due to drops or shocks, use of unit plates in luminaires not supplied by Lightronics, installation in conditions or an environment not in accordance with the advice of the manufacturer or Lightronics and the product has not been treated or maintained in accordance with the instructions given by Lightronics.

10. When investigating the defect, Lightronics will be entitled to ask the customer or final customer for proper proof of the number of specified burning hours and/or the specified current intensity. If the customer or final customer fails to provide this information in response to such request, the right to guarantee will lapse.

11. If Lightronics accepts the customer's or final customer's claim under the guarantee, Lightronics will only be obliged to replace the goods. In particular, Lightronics shall have no further liability and therefore not be obliged to refund the purchase price, to pay (additional) compensation, to reimburse any costs incurred, whether or not in connection with transport, fieldwork, research, service, dismantling, replacement, new installation, batteries in connection with emergency or continuous luminaires, costs related to components such as dimmers and twilight switches; for all LED products, the guarantee is limited to a maximum ambient temperature of 25 degrees Celsius. In connection with the ongoing technical development, Lightronics reserves the right not to replace the product covered by the guarantee with the exact same product, but to replace it with a product of similar or better quality.

#### **Article 10: Liability**

1. Apart from cases of wilful misconduct or gross negligence, any liability of Lightronics is limited to the amount paid out under the insurance policy of Lightronics in the case concerned. If no payment is made under the insurance policy referred to above, for whatever reason, the liability of Lightronics will be limited to € 25,000 per event or series of related events.

2. Lightronics is not liable for any defects in and damage to materials or parts of third parties not supplied by Lightronics and installed or to be installed by or on behalf of the customer in or on goods delivered by Lightronics.

3. Any claims that the customer has against Lightronics, either by virtue of a failure in the performance of an agreement, or by virtue of an unlawful act, or on any other ground will lapse following the expiry of a period of one year after the date on which the customer could have been aware of the existence of the said claims and the customer fails to bring the claims in question before the court within the said period of one year.

#### **Article 11: Inspection/Complaints, Return procedure**

Immediately upon delivery, the customer will count, measure, weigh and inspect the goods for visible and easily detectable defects before proceeding to store or use them. Once they have been put into use, the goods will be deemed to have complied with the agreement, unless the item appears to have a hidden defect that is not easily detectable.

2. Return shipments to Lightronics are only allowed with the express consent of Lightronics, failing which they will not be accepted. The customer must act in accordance with Lightronics' return procedure and must use the return form provided by Lightronics for that purpose, which can be downloaded from the Lightronics website, and must submit the completed form to Lightronics by e-mail. Lightronics will then provide the customer with a return slip showing a return number and bar code, which must be attached to the outside of the return shipment in a clearly visible manner. The return slip serves as permission from Lightronics to return the product.

3. Complaints relating to quantities, sizes, weights, visible and easily detectable defects, and relating to damage or incorrect or short deliveries, must be submitted in writing to Lightronics immediately, insofar as the nature of the goods necessitates this and, in other cases, within 5 days of delivery of the goods, by sending in the return form.

4. Complaints concerning invoices sent by Lightronics must be submitted to Lightronics in writing as soon as reasonably possible, but in any event within thirty days of receipt of the invoice sent, also to enable Lightronics to check the validity and cause of the complaint(s).

5. Lightronics will not accept complaints about goods delivered that meet the quality requirements but turn out to be unsuitable for the purpose, which was not communicated to Lightronics in writing, for which the customer intends to use them.

6. The return procedure referred to in paragraph 2 also applies to Lightronics products covered by the guarantee referred to in Article 9, as well as to incorrect orders, leftover products or products ordered in excess, and to defective products for which the guarantee period referred to in Article 9 has expired.

7. Incorrect orders and leftover products may be returned to Lightronics within 1 month after the customer has received the return slip, in their original unopened packaging; Lightronics will charge the customer 15% of the return costs, calculated on the net price, unless Lightronics explicitly stipulates payment of a higher amount as a condition. Masts, individual customised products and projects are excluded from return, as are consumables, including but not limited to batteries and light sources.

8. Lightronics will only examine and possibly repair defective products for which the guarantee period specified in Article 9 has expired, after Lightronics and the customer have reached agreement on the associated costs.

#### **Article 12: Non-attributable failure (force majeure)**

1. In addition to the provisions of Article 75 of Book 6 of the Dutch Civil Code, if Lightronics fails to fulfil any obligation it has vis-à-vis the customer, it will not be possible to attribute the said failure to Lightronics in the event of circumstances beyond Lightronics' control that render it unable to fulfil all or some of its obligations vis-à-vis the customer, or as a result of which Lightronics cannot be reasonably expected to perform its obligations. Such circumstances include breach of contract by suppliers or other third parties, power failures, computer viruses, strikes and work stoppages.

2. If a situation arises as referred to in paragraph 1, as a result of which Lightronics is unable to fulfil its obligations towards the customer, these obligations will be suspended for as long as Lightronics is unable to fulfil its obligations. Any payment security provided by or on behalf of the customer is to be extended accordingly.

3. If Lightronics is permanently unable to fulfil its obligations due to the situation referred to in the first paragraph, each of the parties will be authorised to terminate the agreement in whole or in part. In that case, Lightronics will not be obliged to compensate for any damage or loss, even if Lightronics benefits from the force majeure situation.

#### **Article 13: Termination (in Dutch: ontbinding)**

1. If the customer does not, not timely or not adequately comply with the obligations arising for it from the agreement and/or the general terms and conditions, as well as in case of suspension of payment, shutdown or liquidation of the customer's business, provisional or definitive suspension of payment or bankruptcy, or if the ownership of the customer's business is transferred and/or the actual management of the business changes hands, Lightronics will be entitled to suspend and/or terminate the agreement in whole or in part without notice of default and without judicial proceedings and to reclaim the goods delivered by Lightronics in so far as not yet paid for and/or to demand payment for the part of the agreement performed and/or to demand advance payment for any further delivery.

2. The customer is liable for all damage or loss suffered and to be suffered by Lightronics as a result of the suspension and/or termination referred to in paragraph 1.

#### **Article 14: Confidentiality**

1. Each of the parties will ensure that any information (in whatever form) received from the other party, and any other information concerning the other party it knows or can reasonably suspect to be secret or confidential, or any information that it may expect could damage the other party if disseminated, is kept secret and that it will take the necessary measures to ensure that its staff will keep said information secret.

2. The obligation of confidentiality referred to in paragraph 1 shall not apply to information:
  - a. which had already been made public when the recipient received this information or which became public after that without the recipient having breached any obligation of confidentiality to which it is subject;
  - b. which the receiving party can prove was already in its possession at the time when it was provided by the other party;
  - c. which the receiving party received from a third party, this third party being entitled to provide that information to the receiving party;
  - d. information disclosed by the receiving party pursuant to a legal obligation.
3. If the customer violates the provisions of the first paragraph, the customer shall forfeit to Lightronics, irrespective of whether the violation is attributable to the customer and without prior notice of default or judicial proceedings, an immediately payable penalty of € 100,000 for each violation and also an amount of € 10,000 for each day that such violation continues, without the need for any form of damage or loss and without prejudice to Lightronics' other rights, including its right to claim additional compensation besides the above penalty.

#### **Article 15: Intellectual property rights**

1. All intellectual property rights to the products and software of Lightronics as well as to the documents issued by Lightronics, such as recommendations, brochures, photographs, designs, drawings, etc. are vested exclusively in Lightronics, its licensors or its suppliers.
2. The customer will only acquire the rights of use expressly granted under these general terms and conditions, the written agreement between the parties, and the law. Any right of use granted to the customer will be non-exclusive, non-transferable, non-pledgeable and non-sublicenseable.
3. All information, in the broadest sense of the word, including corporate information aimed at specific characteristics of Lightronics and its products, provided in connection with an offer or agreement, is strictly confidential and may not be disclosed by the customer to third parties.
4. The customer will not remove or alter (or cause the removal or alteration of) any designation(s) concerning the confidential nature or relevant copyrights, patent rights, trademarks, trade names or any other intellectual property right from the products and from the documents if Lightronics, its licensors or its suppliers as described in the preceding paragraph.

#### **Article 16: Disputes**

1. All agreements concluded with Lightronics are governed by Dutch law.
2. All disputes arising from agreements concluded with Lightronics will be submitted exclusively to the court in 's-Hertogenbosch.