

General Terms and Conditions of Sale, Delivery and Payment Breda Lighting International BV

Pertaining to Breda Lighting International BV, established in Breda, registered with the Chamber of Commerce Zuidwest-Nederland under number 20122608.

Article 1 Definitions

In these General Conditions, the terms listed below shall have the following meanings:

Contractor: Breda Lighting International BV and all its affiliated companies, to the extent that the said companies have declared these terms and conditions applicable.

Client: any (legal) person who has issued an order to the contractor for the delivery of services and/or goods within the range of the contractor.

Goods: one or more goods belonging to the range of the contractor.

Activities: all services provided by the contractor, such as installation, assembly and maintenance activities, consultancy and inspection etc., all this in the broadest sense of the word.

Article 2 Scope

2.1. These terms and conditions apply to all current and future offers of the contractor, to all current and future agreements between the contractor and the client, and to their implementation. General terms and conditions of the Client, including terms and conditions of purchase, shall not apply and their applicability is expressly rejected unless and to the extent that their applicability is agreed on the part of the Contractor explicitly and in writing.

2.2. Additions or deviations from these terms and conditions apply only if and insofar as they are confirmed in writing by the contractor to the client, relate only to the specific transaction for which they have been agreed and cannot be invoked in respect of other transactions.

2.3. If any provision of these terms and conditions proves to be void or voidable, then the remaining provisions of these terms and conditions remain in full force, while the contractor shall then still be entitled to replace the relevant provision by another provision of similar intent, which is not expected to be at risk of invalidation.

Article 3 Offers and agreements

3.1. All offers, quotations, images, catalogues, dimensions, weights and other information imparted on the part of the contractor are non-committal and can only be considered as an invitation to the client to make a further offer. Notwithstanding the foregoing, unless expressly stated otherwise, quotations are only valid for 14 days.

3.2. An agreement between the contractor and the client is only established after an order has been confirmed in writing on the part of the contractor or after the contractor has actually wholly or partly commenced execution of the order.

3.3. Verbal promises by and agreements with employees of the contractor are only binding on the contractor after and insofar as they are confirmed in writing on the part of the contractor.

3.4. If the client does not agree with the order confirmation, this must be reported to the contractor in writing within three working days, failing which the order confirmation becomes irrevocable and any additional costs as a result of a subsequent change desired by the client are for the account of the client.

- 3.5. If, after the conclusion of the agreement, circumstances occur that affect the cost, the contractor is entitled to charge these costs to the client separately.
- 3.6. If, after the conclusion of the agreement, cancellation by the client occurs for any reason, or it is terminated by the contractor due to a culpable shortcoming on the part of the client, 30% of the agreed amount to be invoiced for the relevant part of the agreement that has been terminated or cancelled, as the case may be, is payable in full by the client (without requiring any quid pro quo obligations on the part of the contractor), without prejudice to the contractor's right to claim full compliance with the agreement.
- 3.7. If, by whatever circumstance - other than wilful misconduct or gross negligence on the part of the contractor - the contractor is unable to fulfil the contract, the contractor has the right to suspend fulfilment for three months and if, after the expiry of that period, the obstacle to compliance has not yet disappeared, to terminate the agreement, without being bound to pay any compensation to the client or third parties in the matter, other than the refund of any monies already paid by the client for which there have been no deliveries. Any goods already delivered must be paid for by the client.
- 3.8. If the order is issued on behalf of a legal entity, the individual issuing the order is personally jointly and severally liable for the fulfilment of the obligations to the contractor created on behalf of the legal entity.
- 3.9. The client and its staff are bound to keep confidential from third parties not involved in the execution of the order any information from the contractor of a confidential nature (including specific product information, manufacturing information and other company information and know-how), all in the broadest sense of the word, which is made available to it by the contractor or which is brought to its knowledge. If the client violates this confidentiality clause, the client shall forfeit an immediately payable fine of €5,000.00, without prejudice to the contractor's right to claim full compensation.

Article 4 Delivery

- 4.1. The agreed delivery period starts on the latest of the following times:
- the day on which the agreement takes effect;
 - the day of receipt by the contractor of the documents, information, permits, etc. needed for the execution of the order;
 - the day of completion of the formalities necessary for the commencement of the work;
 - the date of receipt by the contractor of whatever must be paid in advance under the contract before the commencement of the work.
- 4.2. The delivery period quoted by the contractor is an approximation and is therefore never to be regarded as a deadline, so that exceeding the delivery period can never give rise to a culpable shortcoming on the part of the contractor. Except for intent or gross negligence on the part of the contractor, exceeding the delivery period does not confer upon the client any entitlement to full or partial termination of the agreement, or any form of compensation.
- 4.3. The contractor is entitled to make partial deliveries and to issue separate invoices for each partial delivery.
- 4.4. In the absence of evidence to the contrary, the goods are deemed to have been delivered in accordance with the data on the shipping documents as to number, weight, type and size. Anomalies and other defects immediately visible on delivery must be annotated immediately on the carrier's documentation for receipt and notified to the contractor by registered letter within two working days, failing which no appeal can be made with regard to such anomalies and defects.

Article 5 Contractor's liability, force majeure

- 5.1. The contractor's liability is limited to the amount paid out by its liability insurer.
- 5.2. If the contractor's liability insurer fails to pay, the contractor's liability is limited to the net invoice value of the underlying agreement.

5.3. The contractor is never liable to pay damages for loss of profits, stoppages, consequential loss or damage to property in the care, custody or control of, but not owned by the contractor. Damage to property in the care, custody or control of, but not owned by the contractor, is understood to include damage caused by or during the execution of the work undertaken to goods upon which work is being carried out or to goods that are located in the vicinity of the area where work is taking place.

5.4. The client shall indemnify the contractor against all claims of third parties with regard to product liability due to a defect in a product supplied by the client to a third party (partly) comprised of products and/or materials supplied by the contractor.

Article 6 Payment Terms

6.1. The prices specified by the contractor are exclusive of VAT and other government charges imposed on the sale and delivery and include the cost of packaging and the normal cost of transport insured by the contractor to the destination within the Netherlands specified by the client. For orders with a value of less than €550.00 excluding VAT and for shipments on pallets and otherwise anomalous sizes, additional shipping charges are charged depending on the mode of transport.

6.2. Unless otherwise agreed and expressly stated, payment of the invoices must be made within 14 days from the date of the invoice, at the offices of the contractor or to a bank account to be designated by it.

6.3. The client's right to set off any claims on the part of the client with invoices of the contractor is excluded, except in the case of bankruptcy of the contractor.

6.4. If the client fails to pay any invoice in due time, it shall be deemed without further notice of default to be legally in default, the contractor has the right to suspend or terminate the execution of any other agreements with the respective client and as from the first day after the expiry of the payment period referred to under 6.3 until the day of full payment, the client shall owe an amount of interest of 2% per month on the outstanding amount, whereby part of a month shall be counted as a full month.

6.5. If the contractor passes its claim against the client for collection to a third party, the costs to be incurred by the contractor in the matter shall be borne by the client. The extrajudicial collection costs are calculated based on a percentage of the outstanding invoice amount plus the interest charged thereon, on the basis of the following table:

on the first €3,000.00:	15%
on the remainder up to €6,000.00:	10%
on the remainder up to €15,000.00:	8%
on the remainder up to €60,000.00:	5%
on the remainder over €60,000.00:	3%

If the extrajudicial costs actually incurred are higher than ensue from the above table, the costs actually incurred are charged.

6.6. If a ruling is made in favour of the contractor in a judicial proceeding, then in addition to the extrajudicial collection costs, all the costs incurred in connection with these proceedings (including lawyers' fees and internal costs) shall also be borne by the client.

6.7. The contractor is at liberty to determine to which claims (partial) payments from the client shall be allocated but in any case payments will be deducted in the first instance from interest owing and extrajudicial collection costs.

Article 7 Retention of title and additional security

7.1. All goods supplied by the contractor, including those goods for which the invoice for their supply has already been paid, shall remain the property of the contractor until all financial obligations of the client to the contractor, for whatever reason, including the obligation to pay interest and/or extrajudicial collection costs and other invoices, are met.

7.2. As long as there is retention of title to delivered goods, these may not be encumbered by the client or alienated outside the ordinary course of business, and all risks of total or partial damage, destruction or loss, for whatever reason,

shall be for the account of the client. The client is obliged to adequately insure the goods for its own account, but on behalf of the contractor, against theft, fire and other hazards.

7.3. The contractor is irrevocably authorised by the client immediately after the invocation of the retention of title to enter the premises (or have them entered) where the relevant goods are located and remove them (or have them removed). If, despite this authorisation, the contractor is prevented from retrieving its possessions, the client forfeits an immediately payable fine not subject to judicial authorisation of €100.00 for each day the impediment continues, without prejudice to the right of the contractor to additionally recover the actual damage.

7.4. The contractor is at all times authorised to require payment in advance from the client or, at the discretion of the contractor, sufficient additional security for the fulfilment of the obligations of the client, including those in respect of collection costs and interest, even if those obligations have not yet become due and payable. If the client fails to fulfil any such request from the contractor within 14 days, the contractor is entitled to terminate the agreement or to immediately suspend or abort, as the case may be, the delivery of goods and services under this agreement and any other agreements and the client is in default, without any notice of default being required. Furthermore, in that case, the client is bound on first request from the contractor to grant a lien in favour of the contractor on real estate in the possession of the client. The contractor is never liable for any damage to the client or third parties arising herefrom.

Article 8 Warranty

8.1 The contractor warrants the soundness of the products supplied for 36 or 60 months from the date of the invoice (depending on the product supplied, as specified in Article 8.2).

8.2 The contractor warrants the soundness of the goods supplied for 60 months from the date of the invoice in the case of RetroFix™ LED products (with the exception of RetroFix™ LED Economy and Basic products), where the hours of use of the relevant LED tubes are less than or equal to 14 hours per day, for a maximum of 6 days a week.

The contractor warrants the soundness of the products supplied for 48 months from date of invoice for RetroFix™ LED Economy products, where the hours of use of the relevant LED tubes are less than or equal to 14 hours per day, for a maximum of 6 days a week.

The contractor warrants the soundness of the products supplied for 36 months from date of invoice for RetroFix™ LED Basic products and all other RetroFix™ LED products, where the hours of use of the products in question exceed 14 hours per day, for more than 6 days a week.

8.3 The contractor gives a 60-month warranty, assuming a standard depreciation of electronic products: In year 1 and year 2 of the relevant warranty, a reimbursement of 100% will be made on the products supplied. In years 3 through 5, a depreciation of 25% will be applied in each year. All this without prejudice to the provisions of Article 8.4.

The contractor gives a 48-month warranty, assuming a standard depreciation of electronic products: In year 1 and year 2 of the relevant warranty, a reimbursement of 100% will be made on the products supplied. In years 3 through 4, a depreciation of 25% will be applied in each year. All this without prejudice to the provisions of Article 8.4.

The contractor gives a 36-month warranty, assuming a standard depreciation of electronic products: In year 1 of the relevant warranty, a reimbursement of 100% will be made on the products supplied. In years 2 and 3, a depreciation of 35% will be applied in each year. All this without prejudice to the provisions of Article 8.4.

8.4 Goods that appear unsound to the client must be returned to the contractor in the manner hereinafter provided, after which the latter, if proven unsound, shall have free choice to either repair the relevant item or replace it, or to credit the client for a proportionate part of the invoice. Products to replace the products previously established to be unsound are sent by the contractor to the client.

8.5 No warranty is given for defects arising out of normal wear, injudicious use, or failure by the client or third parties to maintain, install, assemble, modify or repair properly or at all.

8.6 The client may only invoke the factory warranty after it has fulfilled all its obligations, of whatever nature, to the contractor.

- 8.7 The following conditions of warranty apply to all applications for warranty:
- 8.7.1 To apply for warranty, the client must apply for the Service form. The client can request this by emailing info@bredalighting.com or emailing its contact person at the contractor.
- 8.7.2 After application for the Service form, the client can return this form duly completed to the contractor.
- 8.7.3 Upon receipt of the Service form, the contractor shall decide whether the defective RetroFix™ Led products can be returned to the contractor.
- 8.7.4 The RetroFix™ Led products must be sent well packaged to the address indicated on the Service form. The client must also enclose the duly completed Service form. The associated shipping costs to the contractor shall be borne by the client. The shipping costs associated with the exchange and/or sending of a new product shall be borne by the contractor.
- 8.7.5 Any (installation) costs associated with the removal and/or replacement of RetroFix™ products, whether or not defective, and/or the installation of the new LED products are always for the account of the client, unless otherwise specified.
- 8.7.6 The contractor's technical department will investigate whether the RetroFix™ Led product(s) returned is/are eligible for the manufacturer's warranty.

Article 9 Applicable law and jurisdiction

- 9.1. All offers, orders and agreements between the contractor and the client to which these general terms and conditions apply, shall be exclusively governed by Dutch law.
- 9.2. The United Nations Convention on Contracts for the Sale of Goods (CISG) (11 April 1980, Treaty Series 1981 no. 184) shall not apply, nor shall any other international regulation the exclusion whereof is permitted.
- 9.3. All disputes that may arise between the parties, howsoever referred to, will be settled by the Dutch court in the place of business of the contractor, unless mandatory provisions appoint some other competent Dutch court, and subject to the right of the contractor to submit a dispute to the competent Dutch courts under Dutch law.

Article 10 General terms and conditions in Dutch and English

- 10.1 These terms and conditions have been drawn up and are available in Dutch and in English. In the event of a discrepancy or inconsistency between the Dutch text and the English text of these terms and conditions or any difference in the interpretation thereof, the text and interpretation of the terms and conditions drawn up in the Dutch language shall prevail at all times.