

VIMALUX

TERMS & CONDITIONS

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GENERAL TERMS & CONDITIONS

Article 1 – Definitions

In these Terms and Conditions shall apply:

- *'Agreement'* The formal contract between Contractor and Customer describing the terms and conditions under which the Customer can buy the Products of the Contractor;
- *'Contractor'* VIMALUX;
- *'Customer'* natural or legal person acting jointly (legal) persons who enter into a contract with the Contractor;
- *'Delivery'* the actual delivery of Products and services to the Customer or completion of services.
- *'Quotes'* Offers from Contractor to the Customer that includes product, services and prices
- *'Term's'* Standard Terms & Conditions of the Contractor;

Article 2 - Applicability

- These conditions apply to all offers and agreements that have been released or agreed upon with the Contractor.
- These Terms also apply to agreements the Contractor makes for the execution of any works for which the Contractor uses third parties.
- In all cases where an agreement between the Contractor and the Customer terminates, these Terms shall apply between the parties to the extent necessary.
- The applicability of any purchase (-) or other terms and conditions of the Customer are explicitly rejected.
- If one or more provisions of these Terms at any time becomes partially invalid or could be null and void, the remainder of these General Terms and Conditions apply in full. The Contractor and the Customer will then enter into negotiations to develop new rules to replace the invalid provisions, which will be in line as much as possible with the purpose and intent of the original provisions.
- In all cases where the Contractor, in execution of an order, supplies good or services in which they themselves involve a third party, the Terms of such third parties shall not apply.
- These conditions also apply for the execution of which the Customer shall use third parties.
- In case conditions of an Agreement are in contrary with the Terms, the conditions of an Agreement will prevail.

- If a conflict between parties arises that is not covered by the policy, then the situation should be assessed within the spirit of these Terms.
- If the Contractor does not require strict compliance with these Terms, this does not mean that its provisions do not apply, or that the Contractor would lose any rights in other cases.

Article 3 – Quotes

- All offers are without obligation to the Contractor, unless the offer states otherwise. By submitting a new offer, the previous offer is canceled.
- The Contractor shall not be liable if the Customer can reasonably understand that the bids or offers, or any part thereof, is the result of an obvious mistake or error.
- Quotations issued by the Contractor expire 60 days from the date of the offer.
- Quotations are based on data provided by the Customer, drawings, sizes, measurements etc. etc. and any incorrect information is at the risk of the Customer. Any unused material is non-returnable and non- refundable.
- A compound quotation shall not oblige the Contractor to execute part of the assignment against a corresponding part of the given Quotation and shall not apply automatically to future orders and/or quotes.

Article 4 – Agreements

- An agreement between the Contractor and the Customer is formed as soon as the customer agrees to a contract or offer in writing (or email?) Verbal agreements are not binding. The parties may only agree to changes in these terms in writing.
- The Agreement between the Contractor and the Customer is for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
- If an Agreement consists of services are provided to the best of ability.
- The Contractor reserves the right to outsource or subcontracted any goods, works or services to third parties
- If there are set dates or limits to delivery of goods or services, anything past due will have no fatal effect, data are approximate. In case of late delivery, Customer shall inform Contractor a written notice of default. Customer must provide a reasonable timeframe to allow the Contractor to execute the Agreement.
- If the Contractor requires information (/ materials / access to locations) by the Customer to execute the order, the date of execution shall not precede the date at which the customer has provided the correct and complete information.
- In the event of circumstances delaying or impeding the delivery by the Contractor at fault of the Customer, the Contractor shall be entitled to charge the ensuing costs (including consequential damage) to the Customer.

- The Contractor is entitled to perform the Agreement in stages, and thus invoice parts separately
- In case of phased implementation, the Contractor is allowed to suspend a subsequent phase until the previous phase (s) have been accepted and approved in writing by the Customer
- Changes and / or modifications of the Agreement, are only binding if agreed in writing and confirmed by the Contractor.
- Customer accepts that amendment(s) of the Agreement might bring additional costs and can bring delays.
- If the dissolution or termination of the Agreement is attributable to the Customer, the Contractor is entitled to reimbursement of any costs and all damages, so including direct and indirect damages, consequential damages, lost profits, remuneration, legal and other costs.
- If the Agreement is terminated by the Contractor, the Contractor shall, in consultation with the Customer arrange for transfer of additional work to third parties. Unless the termination is attributable to the Customer.
- Unless the interim end is attributable to the Contractor, the cost of transfer will be charged to the Customer. Contractor will inform the Customer as much as possible in advance in respect to the magnitude of these costs. The Customer is obliged to pay, unless the Contractor indicates otherwise. These costs are to be paid within the period mentioned by the Contractor
- If the Buyer defaults in proper performance of which he is held by the Contractor, the Purchaser is liable for the costs and all damages to include, but not limited to direct and indirect damages, consequential damages, lost profits, remuneration, legal and extrajudicial.
- If the customer cancels an order in whole or in part, then any costs related to delivery, transportation or any other costs reserved for the execution of the Contract, will be charged to the Customer

Article 5 - Force Majeure

- The Contractor is not obliged to perform any obligation to the Customer if he is being hampered due to a circumstance that is not due to negligence, and neither under the law, a legal act or generally accepted for its account.
- Force majeure is defined in these Terms, in addition to what is included in the law and jurisprudence, all external causes, foreseen or unforeseen, which the Contractor cannot influence, but by which the Contractor is unable to fulfill its obligations.
- The Contractor shall also be entitled to invoke force majeure if the circumstances rendering
- (further) fulfillment of the Agreement occurs after the Contractor should have fulfilled his obligation.
- Contractor may, during the period of force majeure suspend obligations under the Agreement. If this period lasts longer than two months, either party is entitled to terminate the Agreement without any obligation to pay damages to the other party.

- If the Contractor at the time of the occurrence of force majeure has, or will, (partially) preformed any part of the agreement, the Contractor is allowed to bill the partially preformed works. The Customer is required to pay as if required to by a separate agreement.

Article 6 – Prices, Payments and Collections

- All prices and rates quoted by the Contractor do not include sales tax, other taxes and fees unless otherwise stated.
- Price increases will be passed down to the Customer by the Contractor if an increase of more than 2% is concerned. The contractor will inform the Customer within a reasonable time. If both parties have been unable to reach agreement, the Contractor reserves the right to cancel the order and stop the work.
- Payment must be made within 30 days of the invoice date, in a manner to be specified by the Contractor in the currency of the invoice, unless otherwise specified by the Contractor. Contractor is entitled to periodic billing.
- If the Contractor performs a delivery in installments, he is entitled to demand payment of the delivered part. For each partial delivery Customer will receive a partial invoice.
- If the Customer does not provide timely payment he is, without any further notice, in default. The Customer shall then pay, on the outstanding claim, an immediately payable penalty interest of 1% per month, counting part of the month as a whole month. If the statutory interest pursuant to Section 6:119a BW is higher, the highest rate shall apply.
- The Contractor is entitled to have in the first place to reduce the costs, the payments made by the Customer subsequently to reduce the interest still due and finally to reduce the principal and accrued interest.
- If the Customer is in default or omission in the (timely) fulfillment of its obligations, then all reasonable costs incurred in obtaining payment out of court are due to the Customer. The extrajudicial costs are calculated on the basis of what is currently common in the Dutch practice.
- If the Contractor accrues higher costs for collection of the amounts due and have been deemed reasonably necessary, the actual costs are considered recoverable. Any judicial and execution costs will also be recovered to the Customer. The Customer is also obliged to pay collection costs include interest.
- Objections to the amount of an invoice do not suspend the payment obligation.
- All that the Customer to the Contractor under the Agreement is due, shall be fully and immediately due and payable in the event of bankruptcy, insolvency of the Customer or application thereto, receivership or receivership of the Customer, decision of the Customer to fully or partially discontinue or transfer of the company, dissolution of the legal entity of the Customer and more than three times of late payment by the Customer.
- In case of (demand for) suspension of payments or bankruptcy Contractor is entitled to terminate if Customer does not provide Contractor proper security within 7 days of the request, for everything the Customer to the Contractor is due and will be all agreements with the Customer with immediate effect, without prejudice to the Contractor's right to compensation.

- Contractor is entitled, (partially) to require payment in advance.

Article 7 - Ownership

- All goods delivered by the Contractor under the Agreement shall remain the property of the Contractor until the Customer has fulfilled all obligations under the Agreement.
- The Customer is always to do what is to be reasonably expected of him to secure the property of the Contractor.
- If third parties seize, or intend to seize goods delivered under retention of seized or rights to establish or exercise, then the Customer must immediately inform the Contractor.
- In the event the Contractor chooses to exercise property rights indicated in this article, the Customer gives, in advance, unconditional and irrevocable consent to the Contractor and to be designated third parties by the Contractor to return the property to the Contractor.

Article 8 – Product quality and guarantees.

- The goods and services provided by the Contractor meet the usual requirements and standards that can be reasonably expected and for which they are intended within normal use in the Netherlands. The guarantee in this Article shall apply to matters that are intended for use within the Netherlands. When outside the Netherlands the Customer should verify itself if it is suitable for use there and whether to satisfy the conditions in which they are made. Contractor may then set other guarantees and other conditions in respect of the goods to be delivered or the services to be carried out.
- The guarantee as referred to in paragraph 8.1 of this Article shall apply for a period of 24 months after delivery, unless the nature of the agreement between the parties has changed otherwise.
- If the guarantee provided by the Contractor is in relation to a matter that was produced by a third party then the guarantee is limited to those manufacturer which will have provided, unless otherwise specified by the manufacturer. After the warranty period has expired, all costs for repair or replacement, including administration, shipping costs and travel expenses, will be charged to the Customer unless otherwise agreed in a mutual agreement.
- Any form of warranty is void if a defect was caused by or resulting from improper use or use after the expiry date, improper storage or maintenance by the Customer and / or third parties without the written permission of the Contractor, the Customer or third parties have made changes to the case or have tried to bring changes to the cases, were confirmed to be or shall not be confirmed if they were processed or modified other than the prescribed manner. The Customer is not entitled to warranty if the defect is caused by or resulting from circumstances beyond the Contractor's control, such as but not limited to vandalism, fire, etc.
- If the guarantee concerns goods or services produced by a third party, is the warranty is limited to the (factory) guarantee given by this third party for these items or services.
- Warranty claims: The Customer must immediately notify Contractor of a possible claim in writing within Fifteen (15) calendar days from discovery of the defect or damage and, in any event within

the Warranty Period, give in such notification details of the defect or damage, including without limitation:

- Installation characteristics (location, street, number of Products affected, relevant installation details)
 - Manner in which and environmental circumstances under which the Products have been used
 - Name, variant and number of the defective Products
 - Copy of the invoice and delivery note
 - Installation date
 - Detailed problem description.
- A Customer may only ship a defective Product back to Contractor if Contractor has issued an RMA (Return Material Authorisation) for that Product.
 - Contractor representatives shall be granted the right to access the defective Product prior to its disassembly and/or power grid to which the Product was connected for verification. Any restriction will withdraw Contractor from its warranty obligations. Damaged parts, debris etc. should not be disposed of until written authority is given by Contractor.
 - The non-conforming or defective Products or parts shall become Contractor property as soon as they have been replaced.
 - If after issuance of an RMA, Contractor determines that the Customer has no warranty protection for the Product(s) shipped under the RMA, Contractor is entitled to charge the Customer the costs that it incurs in inspecting the Product(s) and determining whether it is eligible for warranty coverage.
 - The Warranty Period for replaced or repaired parts or Products shall be the remainder, if any, of the initial Warranty Period for the repaired or replaced parts or Products.

Article 9 - Delivery and Transport

- Goods are delivered "Ex Works" as described in the Incoterms, unless otherwise agreed with the Customer.
- When it is agreed where and when delivery or placement of goods and / or semi-finished products will be made, the Customer, unless otherwise agreed, at penalty of direct damages and costs is to ensure that:
 - the place where the delivery must occur is easily accessible. If it is not easily accessible for delivery of the products, the additional costs of technical (assistance) and human resources are charged to the Customer.
 - The Customer will do everything within his power to make smooth delivery possible.
- If the goods have been paid by the Customer but are not collected, the Contractor shall keep the goods for up to two (2) months at risk of the Customer and at cost to the Contractor, unless otherwise agreed. After this period, storage costs will be charged to the Customer.

- If the Customer does not collect the goods within the referred time period as referred to in section 9.3, then the Contractor is entitled freely to dispose or sell the goods and carry storage and other costs to the Customer.
- Before the Contractor may take this step, it must do so by informing the Customer of its intention in writing.

Article 10 - Complaints and Liability

- Any defects must be reported within 30 days after discovery in writing to the Contractor. The report must contain a detailed description of the defect. Once a complaint has been filed, the Customer must allow a grace period for the Contractor to research the complaint.
- If the customer makes a timely effort to annul the agreement, it does not suspend its payment obligation. The Customer remains in that case also obliged to accept and pay for the otherwise ordered, unless it has no independent value.
- If it is made of a defect notification then the customer is no longer entitled to repair, replacement or compensation, unless the nature of the case or the other circumstances of the case, a longer term result.
- If a defect has been detected and a claim has been filed in time, then the Contractor shall, within a reasonable time replace or replace the parts. In case of replacement, the Buyer is obliged to return the replaced item to the Contractor unless the Contractor indicates otherwise.
- If it is established that a complaint is unfounded, resultant costs, the costs incurred including research, are due to the Buyer.
- If the Contractor is liable, this liability is limited to what is covered in these terms.
- The Contractor shall not be liable for damages of any kind caused by any incorrect or incomplete data supplied by the Customer.
- The Contractor is not liable for damages resulting from improper use and / or processing of goods by the Customer and / or third parties.
- Shortcomings of the Contractor only give rise to termination of the Agreement if the Contractor, after having had the opportunity to reasonably comply with its obligations.
- The Contractor shall be liable only for direct damages. Direct damage is defined as: the reasonable costs incurred to establish the cause and extent of damage, where the establishment relates to damage for the purposes of these Conditions;
- Any reasonable costs incurred, for as much as they can be attributed to the Contractor, for as far as the poor performance of the Contractor can be attributed to any part of the Agreement; Reasonable costs incurred to prevent or mitigate damage, insofar as the Customer demonstrates that said costs have led to the limitation of direct damage as referred to in these Terms and Conditions.
- The products of the Contractor are relatively new and innovative. These products are constructed with great effort designed to deliver secure performance and results. The Contractor shall as far as

possible to meet the needs of the customer to minimize risks. However, the Contractor is explicitly rejects any and all responsibility for damage to persons, property or third party goods.

- The products of the Contractor are, in part, made up of parts supplied by third parties. These are made with good technical criteria and by means of testing and developed made into an integrated product. However, the Contractor is not liable or responsible for unintentional infringement of intellectual property or damage to property of a third party.
- If the Contractor is liable for any damage, then the liability of the Contractor limited to 50% of the net invoice value (gross invoice value minus VAT and other government levies) of the order, at least for that part of the order which the liability applies.
- The Contractor's liability is always limited to the amount paid by his insurer, as appropriate

Article 11 – Stature of Limitation and Risk-transition

- Notwithstanding the statutory limitation periods, the limitation period for all claims and defenses against the Contractor and third parties engaged by the Contractor in the performance of a contract, is one year.
- Paragraph 11.1 does not apply to legal claims and defenses that are based on facts that would justify the assertion that the goods delivered would not answer to the Agreement. Such claims and defenses are barred by the lapse of 2 years after the Buyer/Contractor of such non- conformity is informed.
- The risk of loss, damage or depreciation goes on the Customer on the moment the official transfer or in accordance with the agreement is/are made. (Public lighting is in a public place, and not in control of customer)

Article 12 - Exemption

- The Customer shall indemnify the Contractor against any and all claims of third parties in connection with the execution of the Agreement where the cause is attributable to the Contractor.
- If the Contractor in that respect should be addressed by third parties, then the Contractor Customer held both outside and in law to assist and immediately what to do may be in this case. Expected of him Should the Buyer fail to take adequate measures, then Contractor, without notice, entitled to proceed themselves. All costs and damages on the part of the Contractor and third parties are for the account and risk of the Customer.
- Client shall ensure that the preconditions for performing work.

Article 13 - Intellectual Property Rights

- Contractor reserves the rights and powers to which he is entitled under the Copyright and other intellectual property laws and regulations. Contractor has the right to use any and all information gained during the performance of a contract for any (future) purpose, provided that no confidential information of the Customer to third parties is used for other purposes.

- The Customer prohibited material of the Contractor which intellectual property rights are based, to reproduce, to create, exploit or exhibit without the prior written permission of the Contractor. Tone in public in any way
- The customer is obliged to take in order to avoid infringing the intellectual property rights of the Contractor all the precautions.

Article 14 - Confidentiality

The Parties will refrain from making any public announcement about the contents of this agreement unless:

- This is done on the basis of (one or more) laws or other applicable regulations or any irrevocable or enforceable judgment;
- This is done by mutual consent, or
- This could be related to the (final) conclusion of the Agreement and its implementation required.

In the cases mentioned above the Party that is responsible for leaking confidential information should inform the other party and where possible collaborate with the other party to act accordingly.

Article 15 - Applicable law and disputes

- In all legal relationships in which the Contractor is a party, only Dutch law applies, also if a party's legal relationship is wholly or partially located abroad.
- The United Nations Convention for the International Sales of Goods (CISG) does not apply.
- Parties will first appeal to the courts after they have made every effort to settle a dispute.
- Disputes that arise by reason of the agreement between the parties and/or by reason of any further agreements deriving from it shall be resolved by the competent court in the district of the Contractor has its place of business.