

GENERAL TERMS AND CONDITIONS OF Opple Lighting B.V.

1. Definitions

- a. Opple Lighting B.V.: Opple Lighting B.V. and its affiliated companies.
- b. Customer(s): shall mean any natural person or corporation with whom Opple Lighting B.V. and its employees deal in the course of its business, including representative(s), agent(s), successor(s) and including visitors of its website.
- c. Product(s): shall mean any or all of Opple Lighting B.V.'s Products and services under Opple brand name.

2. Applicability

These general terms and conditions apply to all offers of Opple Lighting B.V. and exclusively govern the relationship between Opple Lighting B.V. and Customers. No other terms and conditions shall be binding upon Opple Lighting B.V. unless accepted by it in writing. Opple Lighting B.V. expressly rejects any general terms and conditions used by Customer. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void and do not bind Opple Lighting B.V.

3. Offers

- a. All offers by Opple Lighting B.V. are non-binding and may be revoked at any time, unless Opple Lighting B.V. stated otherwise in writing.
- b. Any amendments made by Opple Lighting B.V. in writing or verbally, shall entail a new offer, automatically revoking the previous offer. Any amendments by Customer of an Opple Lighting B.V. offer, will be deemed a new offer by Customer, which Opple Lighting B.V. may accept or reject at its sole discretion.
- c. Unless previously revoked by written notification to the Customer, Opple Lighting B.V.'s offer shall remain valid for the period as stated in the offer or, where no such period is stated, for thirty (30) days from the date thereof.

4. Products, Prices and Taxes

- a. Product configurations and prices are subject to change at any time.
- b. Prices are based on delivery ex warehouse Rotterdam, unless otherwise agreed in writing, and do not include delivery and service costs.
- c. All listed and quoted prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other

similar charges imposed on Opple Lighting B.V. or on Customer by any taxing authority (other than taxes imposed on Opple Lighting's income), related to Customer's order, unless Customer has provided Opple Lighting B.V. with an appropriate resale or exemption certificate for the delivery location, which is the location where Opple Lighting B.V. transfers title or possession of Products to Customer.

- d. The prices quoted are in Euros, or in another currency if stated by Opple Lighting B.V. in writing. Customer shall bear any exchange rate risk, unless otherwise agreed in writing.

5. Information and Drawings

- a. All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by Opple Lighting B.V. or otherwise contained in catalogues, price lists and other advertising matter of Opple Lighting B.V. are approximate only and are intended to be by way of a general description of the Products and shall not form part of the contract.
- b. Customers shall provide Opple Lighting B.V. all relevant information required for the fulfillment of the assignment. Opple Lighting B.V. assumed the completeness and accuracy of the information provided.

6. Packing

Unless otherwise stated in the offer the prices include packing in accordance with Opple Lighting B.V.'s customary standard of packing. Any other packing requested by the Customer or deemed necessary by Opple Lighting B.V. will be charged for in addition to the price offered.

7. Orders, cancellation and deviation

- a. All orders are subject to product availability. All information on order confirmations are deemed correct unless notified otherwise to Opple Lighting B.V. Customer Services within 24 hours.
- b. Orders for Products in stock (in Rotterdam warehouse) can be cancelled if the cancellation is communicated in writing at least 5 working days before the stated delivery date. In such a case, no cost will be charged. If the notification is made within 5 days of the delivery date, 30% of the invoice amount, or a minimum amount of €150, whichever is greater, will be charged as cancellation costs.
- c. Make to stock orders or Products specifically made for Customer, like first installation or promotion orders, can be cancelled if the communication is made in writing within 3 days upon receipt of the order. In that case, no cost will be charged. After that, cancellation is no longer possible.

- d. An order may, at Opplé Lighting B.V.'s option, be terminated in the event of insolvency or bankruptcy of the Customer or the Customer being placed in liquidation, whether voluntary or otherwise or administration.
- e. An order may be varied by the Customer only if such variation is accepted by Opplé Lighting B.V. in writing. Any such variation or cancellation shall only occur on terms which will reimburse Opplé Lighting B.V. for any costs or loss (including but not limited to loss of profit) incurred.
- f. Opplé Lighting B.V. reserves the right to amend the quantities on indent deliveries to a maximum 5% of original order quantity.

8. Shipping, Delivery, Risk of Loss, Transfer of Title

- a. Customer is aware that Products may be shipped internationally through third party carriers and that delivery times and dates are merely estimates. Opplé Lighting B.V. cannot be held liable for any damages as a result of delay in delivery of Products.
- b. Unless otherwise agreed in writing, delivery shall be made ex warehouse. Opplé Lighting B.V. is entitled to make partial deliveries. Customer must accept delivery of Products during normal business hours, failing which all costs arising thereof (including storage charges and freight charges) shall be charged in conformity with Opplé Lighting B.V.'s rates or local rates.
- c. The risk of loss or damage of Products shall pass to Customer at the moment of delivery ex warehouse, even if Opplé Lighting B.V. has not yet transferred the ownership thereof.
- d. Opplé Lighting B.V. shall not be liable to any Customer or any other party for any loss or damage including direct or indirect or consequential injury loss or damage whatsoever by reason of any delay in delivery whether the same is due to the negligence of Opplé Lighting B.V. or any other party, actions constituting fundamental breach of contract, strike or any other industrial action, or any other cause whatsoever.
- e. Title to a Product will transfer to Customer immediately after the full purchase price has been received by Opplé Lighting B.V., provided that Customer is not otherwise in default of the purchase agreement and these terms and conditions.
- f. If Opplé Lighting B.V. is to deliver to an address other than the Customer's standard delivery address, Customer will be charged with a certain fee. Standard delivery address means the Customer's address as it is known by Opplé Lighting B.V.. It is Customer's responsibility to state the correct standard delivery address to Opplé Lighting B.V..
- g. If after notification that the Products are ready for delivery, delivery is delayed for any reason beyond Opplé Lighting B.V.'s reasonable control Opplé Lighting B.V. shall be entitled, at its option, to arrange suitable storage at its premises or elsewhere and shall take reasonable measures to protect the Customer's interest in the Products. The

Customer shall accept all costs of storage, insurance, demurrage, handling and other charges associated with such storage.

9. Inspection, Acceptance of Products

- a. Claims in connection to shortages or errors in shipping must be reported to Opplé Lighting B.V. within two (2) days of receipt of such shipment. If Customer fails to report timely, Opplé Lighting B.V. will have no obligation to correct such shipments, unless Customer bears all the expenses thereof.
- b. Immediately upon receipt of a Product, Customer shall test and inspect it for defects and non-conformance with the written specifications provided by Opplé Lighting B.V. and will notify Opplé Lighting B.V. in writing within seven (7) days of receipt of a Product, of any defects or non-conformance. After such seven (7) day period, Customer shall be deemed to have irrevocably accepted the Products, if not already previously accepted. After acceptance, Customer shall have no right to reject the Products for any reason or to revoke acceptance. Customer hereby agrees that a seven (7) day period is a reasonable amount of time for inspection and revocation.
- c. The sole and exclusive remedy for allegedly defective Products is the replacement or repair at Opplé Lighting B.V.'s sole discretion, of such Products or part of such Products, at no costs for Customer.

10. Return

- a. Products will not be accepted for return except in extreme exceptional cases, with prior written approval from Opplé Lighting B.V.. Credit will not be given for Products returned without above authorization or where incorrect Products have been returned, in such cases Opplé Lighting B.V. reserves the right to request a collection of such Products within 5 working days after which Products will be destroyed and no credit issued.
- b. Returned Products shall be delivered to Opplé Lighting B.V. free of charge, in good order, in full case quantities, in the original undamaged/unopened/unmarked packaging, unused, in saleable condition and still be in the current catalogue.
- c. Except where Products have been wrongly or over supplied, a charge as determined by Opplé Lighting B.V. will be made for handling costs. A minimum restocking fee of €150 or 30% of the sale price of the Products returned, whichever is the greater, will apply for Customer initiated returns.
- d. Products are credited at the original invoice amount or if unclear at the lowest price over past 12 months.
- e. Products supplied or made to special order, indent items or for close out deals cannot be returned or credited unless with prior writing approvals.

11. Payments

- a. All payments under this agreement shall be effected in Euros.
- b. Should the Customer delay in respect of any payment due to Opple Lighting B.V. then Opple Lighting B.V. shall have the right, in addition to all other rights to which Opple Lighting B.V. is entitled at law, to charge interest on the overdue amount at the rate of 3% per annum in excess of the interest rate prescribed by the London Interbank Offer (LIBOR) rate calculated from the date of invoice to the actual date of full and final payment. Any payment by the Customer shall be credited first against any interest so accrued and the balance of payment if any shall be applied in reduction of the outstanding balance of the contract price.
- c. Customers with rebate schemes will incur a late payment rebate penalty whereby each late payment received (e.g. cleared funds in our bank) after the due date will incur a 10% deduction from total rebate entitlement.

12 Suspension of Performance and right of retention

- a. Opple Lighting B.V. is entitled to suspend its performance (including future partial deliveries) if Customer fails to meet any of its obligations, or if Opple Lighting B.V. reasonably expects that Customer will not fulfil its obligations.
- b. If Customer - in spite of a written demand containing a term of payment of at least seven days - does not fully fulfil its obligations, Opple Lighting B.V. can exercise a right of retention with regard to the Products and funds of Customer, which means Customer will have no longer a right to delivery of the Products.

13. Liability and Limitation of Damages

- a. Any liability shall always be limited to the price of the Product. In no event will Opple Lighting B.V. be liable to the other for any punitive, exemplary, indirect, special, incidental or consequential damages of any kind (including loss of profits, loss of use, business interruption, loss of data or cost of procurement of substitute Products, technologies or services or cost of cover) in connection with or arising out of the relationship between the parties, whether alleged as a breach of contract or tortious conduct, including negligence, even if such party has been advised of the possibility of such damages.
- b. Customer agrees to defend and indemnify Opple Lighting B.V., its present and future officers, directors, shareholders, employees and agents, and to hold each of them harmless from and against any claim, demands, causes of action, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising from (i) Customer's or its Customer's specific use of a Product, including product liability claims or actions, unless such action is solely related to the Product itself and has no bearing with the use or combination with other Products, (ii) unauthorized

maintenance, repairs or modification of Products by or on behalf of Customer or its Customers, or (iii) Products that are out of the ordinary course of business of Opple Lighting B.V. and that were explicitly requested and/or designed by Customer.

c. Customer undertakes and agrees to obtain and keep in full force and effect at all times valid policies of insurance against all liabilities, risks and losses (including but not limited to the losses caused by any unlawful act on the part of any person, liabilities based on product liability claims, and liabilities in connection to Article 14 below) in respect of Customer's business relating to the Products.

14 Documentation

- a. Opple Lighting B.V. remains the owner of any intellectual property rights, including copyright, to any documents, drawings, schedules, calculations, designs or other documents, belonging to a quote, offer, assignment or agreement. The information may, subject to prior written permission from Opple Lighting B.V. not be made public in full or in part, imitated, copied, offered or shown to third parties. Neither can parts of the used or demonstrated method be used for improvement of the Customer's or any third party's Products and services.
- b. However, Customer is permitted to use the information made available within the scope of agreements with third parties and to provide them with it to the extent that this is necessary for the fulfilment of the agreement, on the condition that the obligations stated above are imposed by the Customer on the third parties engaged.
- c. Customer is not entitled to use the design again in full or in part without prior written permission from Opple Lighting B.V.. Opple Lighting B.V. may attach conditions to its permission, including paying a reasonable fee. Opple Lighting B.V. will not withhold its consent on unreasonable grounds.
- d. All information originating from Opple Lighting B.V. that has been designated as confidential or of which the confidentiality is apparent from the character of the information must be treated as such. The documents specified in a. above must be returned upon Opple Lighting's first request.
- e. Customer will indemnify Opple Lighting B.V. against any damage suffered or to be suffered by Opple Lighting B.V. as a result of non-fulfilment or incomplete fulfilment of the stipulations in this clause.

15. Confidential Information

a. Confidential Information means (i) the existence and terms of any purchase agreement and (ii) any non-public, confidential or proprietary information relating to a disclosing party, whether or not technical in nature, including any that is designated by the disclosing party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving party; (ii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving party at the time of disclosure by the disclosing party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing party; or (v) is developed independently and separately by either party without use of the disclosing party's Confidential Information.

b. Each party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other party and that it will observe the same due care with respect to such information as they would observe with respect to its own Confidential Information. The other party shall not sell, copy and/or distribute in any way Confidential Information to third parties, without the disclosing party's prior written consent, which consent may be granted or withheld in such party's sole and absolute discretion.

c. Each party agrees that it will restrict the circle of employees or third parties it retains who have access to the other party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in this Agreement.

d. Immediately following the receipt of a written request to this effect by the disclosing party the receiving party will return any and all Confidential Information received from the disclosing party or destroy such Confidential Information, if the disclosing party so requests.

e. If Customer breaches one or more obligations of this article, it shall forfeit an immediately payable penalty of €50,000.00 (in words fifty thousand euro) for each breach and each day the breach continues. This penalty does not affect the right to full compensation in accordance with statutory provisions.

16. Force Majeure

Opplé Lighting B.V. will not be liable for any delay in performing or failure to perform any of its obligations under this agreement caused by events beyond its reasonable control. Opplé Lighting B.V. will notify Customer promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

17. Severability

If any provision of these terms and conditions or any other agreement between the parties is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

18. Further Assurances

Each of the parties covenants and agrees on behalf of itself, its successors, and its assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish, and deliver such other instruments, documents and statements, and to take such other action as may be required by law or reasonably necessary to effectively carry out the purposes of these terms or any other agreement between the parties.

19. No Beneficiaries

Any agreement between the parties is for the sole benefit of the parties thereto and, except as otherwise contemplated therein, nothing therein expressed or implied shall give or be construed to give any person, other than the parties thereto, any legal or equitable rights thereunder.

20. No Partnership

Nothing contained in any agreement between the parties shall be read or construed so as to constitute the relationship of principal and agent or of partnership between the parties. Neither of the parties may pledge or purport to pledge the credit of the other party or make or purport to make any representations, warranties, or undertakings for the other party.



21. Governing Law and Jurisdiction

Unless stated otherwise in writing, all agreements shall be governed by and construed in accordance with the laws of the Netherlands, without giving effect to the United Nations Convention on the Contracts for the International Sale of Products. With respect to any disputes arising between the parties, parties hereby submit exclusively to the personal jurisdiction of the court in 's-Hertogenbosch, the Netherlands. The parties consent and agree that each such court is a convenient forum for, and has proper venue over, the resolution of all legal actions, proceedings and disputes arising out of or relating to their relationship. Any cause of action against Opplé Lighting B.V., regardless whether in contract, tort or otherwise, must commence within one (1) year after the cause of action accrues. Otherwise, such action is permanently barred.