

Article 1. General

1. These terms and conditions apply to all tenders, quotations and agreements between Lumission b.v., referred to hereinafter as: "User", and "Other Party" to which the User has declared these terms and conditions to be applicable, insofar as the parties have not deviated from these terms and conditions explicitly and in writing.
2. These terms and conditions are further applicable to contracts with the User that are executed with the assistance of third-parties involved by the User.
3. These general terms and conditions have also been written for the User's employees and management.
4. The applicability of any purchasing or other conditions of the Other Party is expressly rejected.
5. In the event of one or several of the clauses in these general conditions of lease becoming null and void or destroyed, the remaining clauses of these general conditions of lease shall remain in force. The User and the Other Party will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.
6. Should there be any lack of clarity concerning the explanation of one or more provisions in these general terms and conditions, then the explanation should be given 'in the spirit of' these provisions.
7. Should a situation arise between the parties that is not covered in these general terms and conditions, this situation has to be assessed in the spirit of these general terms and conditions.
8. In the event that User does not require strict compliance with these conditions, the articles of these conditions apply notwithstanding while the User retains the right to demand strict compliance with these conditions in any other instances.

Article 2 Quotations and Offers

- 1 All quotations and tenders of the User are subject to contract, unless a term for acceptance is stipulated in the quotation. A quotation or tender becomes null and void if the product to which the quotation or the tender relates is no longer available in the meantime.

- 2 A User cannot be compelled to adhere to its quotations or tenders if the Other Party can reasonably understand that the quotations or tenders or a section thereof contains an obvious mistake or slip of the pen/typo.
- 3 In the absence of statement to the contrary, the prices stated in the aforementioned offers or quotations are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the contract, including forwarding and administration expenses.
- 4 If the acceptance (whether or not on minor points) deviates from the proposal included in the tender or the quotation, the User is not compelled to adhere to that. In the absence of statement to the contrary by the User, the contract will in that case not be formed in keeping with those different points.
- 5 A composite price statement does not oblige the User to perform part of an order at a corresponding proportion of the stated price. Offers and quotations are not automatically applicable to future orders.

Article 3 Term of the contract; term of delivery, execution and amendment of the agreement

1. The contract between the User and the Other Party is entered into for an indefinite period of time unless the nature of the contract provides otherwise or the parties make express and written agreement to the contrary.
2. A time period stated or agreed upon during the term of the contract for the completion of work shall not under any circumstances be deemed to be a firm deadline. If the implementation period is exceeded the Other Party must therefore issue the User with written notice of default. With that, the User has to be offered a reasonable period during which to nevertheless execute the agreement.
3. Should the User require information from the Other Party in order to execute the agreement, the execution period commences no earlier than when the Other Party has made this correct and complete information available to the User.
4. Delivery shall be effectuated ex-works. For deliveries in Holland the terms are: orders with a nett value of €500,- and more, ex VAT, delivery posted paid your adress
orders under €500,- nett, ex VAT, cost surcharge €40,-
5. The Other Party is obliged to take delivery of the items at the time that these are made

available to it. If the Other Party refuses to take delivery or fails to provide information or instructions necessary to the delivery, the User shall be entitled to store the goods at the Other Party's expense and risk.

6. The User is entitled to allow certain activities to be performed by third parties.
7. The User is entitled to execute the agreement in different phases and to invoice separately for the section that has been executed in this way.
8. If it is agreed that the agreement is to be executed in phases, the User may suspend implementation of sections that belong to a subsequent phase until the Other Party has approved the results of the immediately preceding phase in writing.
9. If during the execution of the contract it becomes apparent that it is necessary to make amendments or additions to the work for the correct execution of the contract, the parties shall enter into consultation in good time and amend the contract accordingly. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Other Party, of the competent authorities, et cetera, changes and because of that, the agreement changes in terms of quality and/or quantity, this can also have an effect on the original agreements. Because of that, the amount that was originally agreed can be increased or decreased. As far as possible, the User shall provide a quotation for that beforehand. Furthermore, in the event that the agreement is changed, the originally stated term of execution may be amended. The Other Party accepts the possibility of an amendment in the agreement, including amendments to the price and term of execution.
10. Should the agreement be amended, including if this is added to, the User is entitled not to execute that amendment until approval has been given by the authorised person at the User and the Other Party for the price provided for the execution and other conditions, including the time at which this shall be executed, to be determined at that time. Not executing or not immediately executing the amended agreement shall not result in breach of contract of the User, neither does this give the Other Party grounds to terminate the agreement. Without this resulting in the User being in default, the User can refuse a request to amend the agreement if this could, from a qualitative and/or quantitative point of view, have an effect, for example, on

the activities to be performed or items to be supplied in that context.

11. Should the Other Party be in default with proper compliance in terms of its obligations with respect to User, then the Other Party is liable for all damage (including costs) incurred directly or indirectly by the User on account of that.
12. Should the User agree on a fixed price with the Other Party, the User is nevertheless entitled at all times to increase this price without, in that case, the Other Party being entitled to dissolve the agreement for that reason, if the price increase arises from a competence or obligation in accordance with the law or guidelines or if it is on account of a rise in the price of raw materials, wages, et cetera or on other grounds that were not reasonably foreseen when the agreement was entered into.
13. If for reasons other than as a result of an amendment of the agreement the price increase amounts to more than 10% and takes place within three months of the agreement being entered into, then solely the Other Party that is entitled to make a claim on title 5 section 3 of Book 6 of the Dutch Civil Code, is entitled to dissolve the agreement by means of a written declaration, unless in that case the User is nevertheless prepared to execute the agreement based on the original agreement, or if the price increase results from a competence or an obligation on the User in accordance with the law or if it is stipulated that the supply shall take place more than three months after the purchase.

Article 4 Suspension, dissolution and premature ending of the agreement

1. The User is authorised to suspend compliance with its obligations or to dissolve the contract if:
 - the Other Party does not observe the obligations of the agreement in full, in part or on time;
 - After entering into the contract, the User becomes aware of circumstances that give the User good grounds to presume that the Other Party will not meet its obligations.
 - Upon entering into the contract the Other Party was required to furnish security for meeting its contractual obligations and has failed to provide that or sufficient security.
 - If on account of the delay on the part of the Other Party it can no longer be required that the User complies with the agreement under the

conditions that were originally agreed, the User is entitled to dissolve the agreement.

2. Furthermore, the User is entitled to dissolve the agreement should circumstances arise which are of such a nature that compliance with the agreement is impossible or if circumstances otherwise arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be required from the User.

3. If the contract is dissolved, the claims of the User on the Other Party shall become immediately due and payable. If the User suspends compliance with his obligations, it retains its claims by law and under the contract.

4. Should the User suspend or dissolve the agreement, the latter is not bound to compensate for damages and costs resulting from that in any way.

5. If the Other Party is responsible for the dissolution, the User is entitled to compensation, which includes the direct or indirect costs resulting from that.

6. Should the Other Party not comply with the obligations arising from the agreement and this non-compliance justifies dissolution, the User is entitled to dissolve the agreement forthwith and with immediate effect without any obligation on its part to pay any form of compensation or indemnification, whilst the Other Party, by virtue of breach of contract is obliged to pay compensation or indemnification.

7. If the agreement is prematurely cancelled by the User, in consultation with the Other Party, the User shall arrange transfer of any outstanding activities to third parties. This is unless the termination is attributable to the Other Party. If the transfer of the activities results in additional costs for the User, these shall be charged to the Other Party. The Other Party is obliged to pay these costs within the period of time stipulated for that payment, unless the User indicates otherwise.

8. In the event of liquidation, of (request for) moratorium on payment or bankruptcy, of seizure - if and insofar as the attachment is not lifted within three months - chargeable to the Other Party, of debt restructuring or a different circumstance on account of which the Other Party can no longer freely have access to his assets, the User is entitled to terminate the agreement forthwith and with immediate effect, or to cancel the order or agreement, without any obligation on its part to pay any form of

compensation or indemnification. The User's claims on the Other Party are, in that case, immediately due and payable.

9. Should the Other Party wholly or partially cancel an order that has been placed, the items that have been ordered or prepared for that order, plus the transport and delivery costs if any, and the working hours reserved in order to execute the agreement, shall be charged in full to the Other Party.

Article 5 Force Majeure

1. The User is not required to comply with any obligation with respect to the Other Party if being prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.

2. In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of the User but which prevent the User from meeting its obligations. That includes strikes at the User's business or by third parties. The User shall also be entitled to invoke force majeure if the circumstance preventing (further) compliance to the agreement occurs after the User should have met its obligations.

3. The User can suspend its contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the contract without being obliged to pay any compensation for damages to the Other Party.

4. If the User has already partly met or will partly meet its contractual obligations when the period of force majeure begins and independent value can be attached to the obligations complied with or to be complied with, the User reserves the right to separately charge for the obligations already complied with or to be complied with. The Other Party is bound to honour this invoice as if it were a separate agreement.

Article 6 Prices and payment

1. Invoices are payable within 14 days of the invoice date in a manner indicated by the User and in the currency stated on the invoice, without deduction, discount or set-off being

permitted, unless stated differently by the User. The User is entitled to invoice periodically.

2. If the Other Party fails to make payment within the time limit, then the Other Party is automatically in default. The Other Party is then liable to pay interest of 1% per month, unless the statutory interest is greater, in which case the statutory interest shall apply. The interest on the amount due will be calculated from the time that the Other Party is in default until the time that the entire amount has been paid in full.
3. The User reserves the right to have payments made by the Other Party extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest.
4. The User can refuse a payment offer, without thus being in default, if the Other Party indicates a different order of allocation. The User can refuse full payment of the principal amount if the due and current interest and collection costs are not remitted at the same time.
5. The Other Party is never authorised to offset the money that it owes to the User.
6. Objections to the amount of the invoice do not suspend the payment obligation. The Other Party cannot make a claim under section 6.5.3 (articles 231 up to and including 247 of book 6 of the Dutch Civil Code) and neither is the latter entitled to suspend payment of an invoice for other reasons.
7. If the Other Party is in default or fails to (promptly) comply with its obligations, all reasonable out-of-court costs in order to acquire compliance shall be borne by the Other Party. The extrajudicial costs shall be calculated based on the norm within Dutch collection practice, currently the calculation method is in accordance with Preliminary Work II Report (*Rapport Voorwerk II*). However, if the User has incurred higher debt collection costs that were reasonably required, the actual costs incurred shall be considered for reimbursement. The legal costs and costs relating to the execution that may be incurred shall also be recovered from the Other Party. The Other Party is liable for payment of statutory interest over the debt collection costs.

Article 7 Retention of title

1. All items supplied by the User within the scope of the agreement remain the property of the User until the Other Party has properly

fulfilled all obligations from the agreement(s) entered into with the User.

2. Items supplied by the User that, under paragraph 1, are covered by the retention of title, may not be resold and may never be used as a means of payment. The Other Party is not authorised to pledge or encumber in any other way the goods covered by retention of title.
3. The Other Party has to do everything that can reasonably be expected of it in order to safeguard the User's property rights.
4. In the event of third-parties imposing an attachment on the goods supplied under retention of title or setting out to establish or invoke any rights to them, the Other Party is obliged to notify the User of that immediately.
5. The Other Party is obliged to insure goods supplied under retention of title and to keep them insured against fire, explosion and water damage and against theft and to issue the insurance policy for inspection on demand to the User. Should an insurance payment be made, the User is entitled to this payment. As far as is necessary, with respect to the User, the Other Party undertakes in advance to cooperate in everything that may (be found to) be necessary or desirable in that context.
6. In the event of the User wishing to exercise its property rights as provided for in this article, the Other Party hereby gives unconditional and irrevocable permission, now for then, for the User or third-parties engaged by the User to enter the places where the property of the User is located and to repossess that property.

Article 8 Guarantees, inspection and complaints, period of limitation

1. The items to be supplied by the User fulfil the usual requirements and standards that can reasonably be stipulated at the time they are supplied and for which they are intended when used normally in the Netherlands. The guarantee mentioned in this article applies to items that are intended for use inside of the Netherlands. When items are to be used outside of the Netherlands, the Other Party itself has to verify whether the use of those items is suitable for the use at that location and whether they satisfy the conditions stipulated for those items. In that case, the User can stipulate other guarantees and other conditions relating to the items to be supplied or the activities to be performed.
2. The guarantee mentioned in paragraph 1 of this article applies for a period of 12 months

- after delivery, unless the nature of the item that is supplied dictates otherwise or if parties have agreed otherwise. If the guarantee provided by the User concerns an item that was produced by a third party, the guarantee is limited to that, that is provided by the producer of the item, unless indicated otherwise.
3. Every form of guarantee shall become null and void if a defect occurs as a result of or arises from injudicious or improper use thereof or use after the best-before date, incorrect storage or maintenance on that item by the Other Party and/or by third parties when, without written consent of the User, the Other Party or third parties have made or attempted to make changes to the item, or other items are attached to the item that should not be attached to it or if these were handled or processed in a way other than the prescribed way. Neither can the Other Party claim under the guarantee if the defect occurred through, or is the result of, circumstances on which the User is unable to exert an influence, including weather conditions such as, for example, but not limited to, extreme rainfall or temperatures) et cetera.
 4. The Other Party is obliged to inspect the items that are supplied, or to have these inspected, immediately upon the items being made available, or that the relevant activities have been performed. During the inspection the Other Party should investigate whether the quality and/or quantity of the supplied item corresponds with that agreed and whether the items satisfy the requirements that parties have agreed in this respect. Any visible defects should be notified in writing to the User within seven days of delivery. Any invisible defects should immediately, but in any case within fourteen days after discovery, be notified in writing to the User. The report of complaint should contain a description of the failure to perform in as much detail as possible so that the User is able to put forward an adequate response. The Other Party has to give the User the opportunity to investigate a complaint or to have this investigated.
 5. If the Other Party complains promptly, this does not defer its payment obligation. In that case, the Other Party is still obliged to accept and pay for the remaining items that have been ordered.
 6. If a defect is notified at a later stage, the Other Party is no longer entitled to repair, replacement or indemnification.
 7. If it is established that an item is faulty and a prompt complaint has been made in this respect, the User shall (at the sole discretion of the User) replace or arrange for repair of the faulty item, or pay replacement compensation for that item to the Other Party within a reasonable term after receipt of the returned item, or, if return of the item is not reasonably possible, written notification relating to the fault by the Other Party. Should the item be replaced, the Other Party is obliged to return the replaced item to the User and to furnish the User with the ownership of that item, unless the User stipulates otherwise.
 8. Should it be established that a complaint is unfounded, the costs that have arisen on account of that on the part of the User, including the costs relating to the investigation, shall be borne in full by the Other Party.
 9. Upon expiration of the term of the guarantee, all costs for repair or replacement, including administration, dispatch and call-out charges, will be charged to the Other Party.
 10. In deviation of the lawful period of limitation, the period of limitation of all claims and defence against the User and the third parties involved by the User in the execution of an agreement, amounts to one year.

Article 9 Liability

1. In the event of the User being held liable, that liability shall be limited to the provisions of this clause.
2. The User is not liable for damage, of whatever kind, that arises because the User has assumed incorrect and/or incomplete information provided by or on behalf of the Other Party.
3. Should the User be liable for any form of damage, the User's liability is limited to a maximum of two times the invoice value of the order, in any event up to that part of the order to which the liability relates.
4. The User's liability is, in any case, always limited to the amount of the payment made by its insurer where appropriate.
5. The User is only liable for direct losses.
6. Solely understood by direct losses are the reasonable costs in order to establish the cause and the scope of the loss, insofar as this relates to loss in the context of these conditions, the potential reasonable costs incurred in order to ensure that the User's defective performance conforms to the agreement, insofar as these can be attributed to the User and reasonable

costs incurred in order to prevent or limit damage, insofar as the Other Party can prove that these costs have led to the limitation of direct losses as referred to in these general terms and conditions.

7. The User cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation.
8. The limitations of liability set out in this article are not applicable in cases where the loss can be attributed to intentional act or omission or gross negligence on the part of the User or his executive subordinates.

Article 10 Transfer of risk

1. The risk of loss, damage or decrease in value transfers to the Other Party at the time at which the Other Party's items are brought under the control of the Other Party.

Article 11 Indemnity

1. The Other Party indemnifies the User for potential claims by third parties that suffer damage in relation to the execution of the Agreement and of which the cause is attributable to parties other than the User.
2. If on account of the aforementioned claims are made against the User by third parties, the Other Party is obliged to assist the User both extrajudicially and in court and to immediately do anything that can be expected of it to that end. Should the Other Party fail to take adequate measures, without notice of default, the User is entitled to take these measures itself. All costs and losses on the part of the User and third parties that arise on account of that, are fully at the expense and risk of the Other Party.

Article 12 Intellectual property

1. The User reserves the rights and authorities that are due to it pursuant to the Copyright Law and other intellectual law or

regulations. The User is entitled to also use the knowledge that it has gained through the execution of an agreement for other purposes, insofar as third parties are not informed of strictly confidential information relating to the Other Party.

Article 13 Applicable law and disputes

1. Dutch law exclusively is applied to the agreements that flow from this, are the consequence of this or are related to this, also if an agreement is fully or partly implemented abroad or if the contractor has his domicile or is established in a foreign country. The applicability of the Vienna Sales Convention is excluded.
2. In the absence of mandatory rules of law to the contrary, the court in the User's place of establishment has exclusive competent jurisdiction. Nevertheless, the User is entitled to submit the dispute to the court which has jurisdiction according to the law.
3. The Parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.

Article 14 Location and amendment of the terms and conditions

1. These terms and conditions are filed with the Chamber of Commerce in Amsterdam.
2. The most recently filed version or the version that was applicable at the time at which the legal relation to the User was formulated shall be applicable at all times.
3. The Dutch wording of the general terms and condition shall always be decisive for the explanation thereof.