

Terms and conditions

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Article 1. General terms and conditions Luxalight B.V.

1. These conditions apply to every offer, quotation and agreement between, hereinafter referred to as: Luxalight B.V., and a Client on which Luxalight B.V. has declared these conditions applicable, insofar as these conditions have not been deviated explicitly and in writing by the parties.
2. The present conditions also apply to agreements with Luxalight B.V., for the implementation of which Luxalight B.V. third parties should be involved.
3. These general conditions are also written for the employees of Luxalight B.V. and his management.
4. The applicability of any purchase or other conditions of the Client is explicitly rejected.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially void or may be nullified, then the other provisions in these general terms and conditions remain fully applicable. Luxalight B.V. and the Client will then enter into consultation in order to agree on new provisions to replace the null and void or nullified provisions, whereby as much as possible the purpose and intent of the original provisions will be observed.
6. If there is a lack of clarity about the interpretation of one or more provisions of these general terms and conditions, then the explanation must take place 'in the spirit' of these provisions.
7. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
8. If Luxalight B.V. does not always demand strict compliance with these conditions, this does not mean that its provisions do not apply, or that Luxalight B.V. to any degree would lose the right to demand strict compliance with the provisions of these conditions in other cases.

Article 2. Quotations and offers

1. All offers and offers from Luxalight B.V. are without obligation, unless a period for acceptance has been set in the offer. If no acceptance term has been set, no rights can be derived from the quotation or offer in any way if the product to which the quotation or offer relates is no longer available in the meantime.
2. Luxalight B.V. cannot be held to its quotes or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.
3. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel, accommodation, shipping and administration costs, unless stated otherwise.
4. If the acceptance deviates (whether or not on minor points) from the offer included in the quotation or offer, Luxalight B.V. not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless Luxalight B.V. indicates otherwise.

5. A composite quotation obliges Luxalight B.V. not to perform a part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

Article 3. Contract duration; execution times, transfer of risk, implementation and amendment of the agreement; price increase

1. The agreement between Luxalight B.V. and the Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. If a period has been agreed or specified for the execution of certain work or for the delivery of certain goods, this is never a fatal term. If the term is exceeded, the Client must provide Luxalight B.V. therefore give notice of default in writing. Luxalight B.V. a reasonable period must be offered in order to still implement the agreement.
3. Luxalight B.V. shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of knowledge at that time.
4. Luxalight B.V. has the right to have certain work carried out by third parties. The applicability of article 7: 404, 7: 407 paragraph 2 and 7: 409 Dutch Civil Code is expressly excluded.
5. If by Luxalight B.V. third parties engaged in the context of the assignment work are performed at the location of the Client or a location designated by the Client, the Client shall provide free of charge the facilities reasonably desired by those employees.
6. Delivery takes place from Luxalight B.V. . The Client is obliged to take delivery of the goods at the moment they are made available to him. If the Client refuses to take delivery or is negligent with providing information or instructions necessary for the delivery, then Luxalight B.V. entitled to store the goods at the expense and risk of the Client. The risk of loss, damage or depreciation is transferred to the Client at the time at which the items are available to the Client.
7. Luxalight B.V. is entitled to execute the agreement in various phases and to invoice the thus executed part separately.
8. If the agreement is executed in phases Luxalight B.V. to suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.
9. The Client shall ensure that all data, of which Luxalight B.V. indicates that these are necessary or of which the Client should reasonably understand that these are necessary for the execution of the agreement, timely to Luxalight B.V. be provided. If the data required for the execution of the agreement are not sent to Luxalight B.V. have been provided, Luxalight B.V. the right to suspend the execution of the agreement and / or to charge the Client for the additional costs arising from the delay in accordance with the then customary rates. The execution period does not start before the Client submits the data to Luxalight B.V. has made available. Luxalight B.V. is not liable for damage of any kind, because Luxalight B.V. is based on inaccurate and / or incomplete information provided by the Client.
10. If it becomes apparent during the execution of the agreement that it is necessary for a proper execution thereof to change or supplement it, the parties shall proceed to the adjustment of the agreement in time and in mutual consultation. If the nature,

scope or content of the agreement, whether or not at the request or instruction of the Client, of the competent authorities, etc. is changed and the agreement is thereby changed qualitatively and/ or quantitatively, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. Luxalight B.V. will make a quotation of this as much as possible in advance. By an amendment to the agreement, the originally stated term of execution can be changed. The Client accepts the possibility of changing the agreement, including the change in price and term of execution.

11. If the agreement is changed, including an addition, Luxalight B.V. entitled to perform this first after having been approved by the Luxalight B.V. the authorized person and the Client has agreed to the price and other conditions specified for the execution, including the time to be determined at that time. The non-execution or non-immediate execution of the amended agreement does not constitute a breach of Luxalight B.V. and is no reason for the Client to terminate or cancel the agreement.
12. Without being in default, Luxalight B.V. reject a request to amend the agreement if this could have qualitative and / or quantitative consequences, for example for the work to be performed or the goods to be delivered.
13. If the Client is in default in the proper fulfilment of what he has to Luxalight B.V. the Client is liable for all damage on the part of Luxalight B.V. thereby directly or indirectly.
14. If Luxalight B.V. with the Client a fixed fee or fixed price, then Luxalight B.V. nevertheless at all times entitled to increase this fee or this price without the Client being entitled in that case to dissolve the agreement for that reason, if the increase of the price ensues from a power or obligation under the laws or regulations or it is caused by an increase in the price of raw materials, wages, etc. or on other grounds that could not reasonably have been foreseen when the contract was entered into.
15. If the price increase other than as a result of an amendment to the agreement exceeds 10% and takes place within three months after the conclusion of the agreement, then only the Client who is entitled to title 5 section 3 of Book 6 of the Dutch Civil Code is entitled agreement by dissolving a written statement, unless Luxalight BV
 - is still prepared to execute the agreement on the basis of the originally agreed;
 - if the price increase ensues from a license or on Luxalight B.V. resting obligation under the law;
 - if it is stipulated that the delivery will take place more than three months after the conclusion of the agreement;
 - or, on delivery of a good, if it is stipulated that the delivery will take place more than three months after the purchase.

Article 4. Suspension, dissolution and premature termination of the agreement

1. Luxalight B.V. is entitled to suspend the fulfilment of the obligations or to dissolve the agreement if the Client does not, not fully or not timely fulfil the obligations from the agreement, after the conclusion of the agreement Luxalight B.V. come to the knowledge of circumstances giving good grounds to fear that the Client will not fulfil the obligations, if the Client at the conclusion of the agreement is requested to provide security for the fulfilment of its obligations under the agreement and this

security fails or is insufficient or if due to the delay on the part of the Client, no longer from Luxalight BV may be required to comply with the agreement under the originally agreed conditions.

2. Furthermore, Luxalight B.V. authorized to dissolve the agreement if circumstances arise which are of such a nature that fulfilment of the agreement is impossible or if circumstances arise otherwise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be made by Luxalight B.V. can be required.
3. If the agreement is dissolved, the claims of Luxalight B.V. on the Client immediately due and payable. If Luxalight B.V. the performance of the obligations is suspended, he retains his rights under the law and agreement.
4. If Luxalight B.V. to suspension or dissolution, he is in no way obliged to compensation for damage and costs thereby arise in any way.
5. If the dissolution is attributable to the Client, Luxalight B.V. entitled to compensation for the damage, including the costs, thereby directly and indirectly arising.
6. If the Client fails to comply with its obligations under the agreement and this non-fulfilment justifies dissolution, Luxalight B.V. entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, while the Client is obliged to pay compensation or indemnify due to breach of contract.
7. If the agreement is prematurely cancelled by Luxalight B.V., Luxalight B.V. to arrange transfer of work still to be performed to third parties in consultation with the Client. This unless the cancellation is attributable to the Client. If the transfer of work for Luxalight B.V. additional costs entail, these will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless Luxalight B.V. indicates otherwise.
8. In the event of liquidation, (application for) suspension of payments or bankruptcy, of attachment - if and insofar as the attachment is not lifted within three months - at the expense of the Client, of debt restructuring or any other circumstance as a result of which the Client will no longer be free to Luxalight BV has access to its assets free to terminate the contract immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or indemnity. The claims of Luxalight B.V. on the Client in that case immediately due and payable.
9. If the Client cancels all or part of an order placed, the work performed and the items ordered or prepared for it, plus any delivery and delivery costs thereof and the labor time reserved for the execution of the agreement, will be fully integrated. the Client will be charged.

Article 5. Force majeure

1. Luxalight B.V. shall not be obliged to fulfil any obligation towards the Client if he is prevented from doing so as a result of a circumstance that is not due to fault, and neither under the law, a legal act or generally accepted for his account.
2. Force majeure is understood in these general terms and conditions, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which Luxalight B.V. cannot exert any influence, but as a result of which Luxalight B.V. is unable to meet his obligations. Work strikes in the company of Luxalight B.V. or from third parties. Luxalight B.V. is also entitled to invoke force

majeure if the circumstance that prevents (further) performance of the agreement occurs after Luxalight B.V. should have fulfilled his commitment.

3. Luxalight B.V. can suspend the obligations under the contract during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement without any obligation to compensate the other party for damage.
4. Provided Luxalight B.V. at the time of the occurrence of force majeure, the obligations arising from the agreement have in the meantime been partially fulfilled or will be able to comply with them, and if the part to be fulfilled or to be fulfilled is independent value, Luxalight B.V. entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6. Payment and collection costs

1. Payment must always be made within 30 days after the invoice date, on a by Luxalight B.V. to be specified in the currency in which is invoiced, unless written otherwise by Luxalight B.V. indicated. Luxalight B.V. is entitled to invoice periodically.
2. If the Client fails to pay an invoice in time, then the Client is legally in default. The Client then owes interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment the Client is in default until the moment of payment of the full amount due.
3. Luxalight B.V. has the right to have the payments made by the Client go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest. Luxalight B.V. can, without being in default, refuse an offer of payment if the Client designates a different order for the allocation of the payment. Luxalight B.V. may refuse full payment of the principal sum, if the interest and collection costs are not paid.
4. The Client is never entitled to set off the amount due to Luxalight B.V. due. Objections against the height of an invoice do not suspend the payment obligation. The Client who does not appeal to Section 6.5.3 (Articles 231 to 247 of Book 6 BW) is also not entitled to suspend the payment of an invoice for any other reason.
5. If the Client is in default or omission in the (timely) fulfilment of his obligations, then all reasonable costs incurred in obtaining payment out of court are at the expense of the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice, currently the calculation method according to Rapport Voorwerk II. If Luxalight B.V. however, higher costs for collection have been made that were reasonably necessary, the actual costs are eligible for reimbursement. Any legal and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs due.

Article 7. Reservation of ownership

1. It passes through under the Luxalight B.V. delivered remains the property of Luxalight B.V. until the Client removes all obligations from Luxalight B.V. contract (s) has been properly fulfilled.

2. The Luxalight B.V. goods delivered under the retention of title pursuant to paragraph 1. may not be resold and may never be used as a means of payment. The Client is not authorized to pledge or encumber it under the retention of title in any other way.
3. The Principal must always do everything that may reasonably be expected of him for the property rights of Luxalight B.V. to secure. If third parties seize the property delivered or rights to establish or exercise, then the Client is obliged to Luxalight B.V. immediately. Furthermore, the Client undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and the policy of this insurance on first request to Luxalight B.V. for inspection. In case of a possible payment of the insurance, Luxalight B.V. entitled to these tokens. Insofar as necessary, the Client undertakes towards Luxalight B.V. in advance to cooperate with everything that may prove necessary or desirable in that context.
4. For the case Luxalight B.V. wishes to exercise ownership rights as referred to in this article, the Client shall grant unconditional and non-revocable consent to Luxalight B.V. and by Luxalight B.V. to designate third parties to enter all those places where the properties of Luxalight B.V. find themselves and take them back.

Article 8. Guarantees, research and complaints, limitation period

1. The Luxalight B.V. Items to be delivered meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use in the Netherlands. The guarantee mentioned in this article applies to items intended for use within the Netherlands. In case of use outside the Netherlands, the Client must verify itself that its use is suitable for its use and comply with the conditions imposed on it. Luxalight B.V. in that case can set other guarantee and other conditions with regard to the goods to be delivered or work to be performed.
2. The guarantee referred to in paragraph 1 of this article applies for a period of 2 years after delivery, unless the nature of the delivered results differently or parties have agreed otherwise. If the Luxalight B.V. If the warranty provided concerns a case that was produced by a third party, then the guarantee is limited to that provided by the manufacturer of the item, unless otherwise stated.
3. Any form of guarantee shall lapse if a defect arises as a result of or arising from improper or improper use thereof or use after the expiry date, incorrect storage or maintenance thereof by the Client and / or by third parties when, without the written permission of Luxalight BV , the Client or third parties have made or attempted to make changes to the item, other matters have been confirmed which must not be confirmed or have been modified or processed in a manner other than that prescribed. The Client is also not entitled to a guarantee if the defect arises due to or is the result of circumstances where Luxalight B.V. cannot influence, including weather conditions (such as, but not limited to, extreme rainfall or temperatures), et cetera.
4. The Client is obliged to inspect the delivered goods or have them inspected, immediately at the time that the items are made available to him or the relevant work has been carried out. In doing so, the Client must investigate whether the quality and / or quantity of the delivered goods corresponds with what has not been agreed and meets the requirements that the parties have agreed on in this respect.

Any visible defects must be submitted to Luxalight B.V. in writing within fourteen days of delivery. to be reported. Any invisible defects must be reported immediately, but in any event no later than within fourteen days, after discovery thereof, in writing to Luxalight B.V. to be reported. The report must contain as detailed a description as possible of the defect, so that Luxalight B.V. is able to respond adequately. The Client must serve Luxalight B.V. to have the opportunity to investigate a complaint.

5. If the Client makes a timely complaint, this does not suspend his payment obligation. In that case, the Client will also be obliged to purchase and pay for the otherwise ordered goods and what he has to do for Luxalight B.V. commissioned.
6. If a defect is reported later, the Client will no longer be entitled to repair, replacement or compensation.
7. If it is certain that a case is defective and in that case it is timely filed, Luxalight B.V. the defective item within a reasonable period after the return of it or, if returning is not reasonably possible, written notice regarding the defect by the Client, at the option of Luxalight B.V. , replace or take care of repair or replacement fee to the Client. In case of replacement, the Client is obliged to replace Luxalight B.V. to return and ownership thereof to Luxalight B.V. to provide, unless Luxalight B.V. indicates otherwise.
8. If it is established that a complaint is unfounded, then the costs arise, including the research costs, on the side of Luxalight B.V. as a result, fully paid for the account of the Client.
9. After expiry of the guarantee period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Client.
10. Notwithstanding the statutory limitation periods, the limitation period of all claims and defences against Luxalight B.V. and the Luxalight B.V. third parties involved in the execution of an agreement, one year.

Article 9. Liability

1. If Luxalight B.V. liable, then this liability is limited to what has been regulated in this provision.
2. Luxalight B.V. is not liable for damage of any kind caused by Luxalight B.V. is based on incorrect and / or incomplete data provided by or on behalf of the Client.
3. If Luxalight B.V. should be liable for any damage, then the liability of Luxalight B.V. limited to at most the invoice value of the order, at least to that part of the order to which the liability relates.
4. The liability of Luxalight B.V. is in any case limited to the amount of the benefit of his insurer, if any.
5. Luxalight B.V. is only liable for direct damage.
6. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage in the sense of these conditions, any reasonable costs incurred to the defective performance of Luxalight B.V. to have the agreement answered, for as much as Luxalight B.V. can be imputed and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.

Luxalight B.V. is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.

7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of Luxalight B.V. or his managerial subordinates.

Article 10. Indemnity

1. The Client indemnifies Luxalight B.V. for possible claims by third parties, who suffer damage in connection with the execution of the agreement and whose cause is due to other than Luxalight B.V. is accountable. If Luxalight B.V. for that reason, third parties may be held liable for this, then the Client shall be held Luxalight B.V. to assist both outside and in court and to do everything that may be expected of him in that case without delay. Should the Client fail to take adequate measures, Luxalight B.V., without notice of default, is entitled to proceed to this himself. All costs and damage on the part of Luxalight B.V. and third parties arise as a result, are fully at the expense and risk of the Client

Article 11. Intellectual property

1. Luxalight B.V. reserves the rights and powers that accrue to him under the Copyright Act and other intellectual laws and regulations. Luxalight B.V. has the right to use the knowledge gained through the execution of an agreement for other purposes, insofar as no strictly confidential information of the Client is brought to the knowledge of third parties.

Article 12. Applicable law and disputes

1. On all legal relationships whereby Luxalight B.V. is a party, only Dutch law applies, even if an obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded. The judge in the location of Luxalight B.V. has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Luxalight B.V. the right to submit the dispute to the competent court according to the law. The parties will first appeal to the court after they have made every effort to settle a dispute in mutual consultation.

Article 13. Location and change of conditions

1. These conditions have been filed with the Chamber of Commerce South East Brabant.
2. Applicable is always the last registered version or the version that applied at the time of the establishment of the legal relationship with Luxalight B.V.
3. The Dutch text of the general terms and conditions is always decisive for its interpretation.