

## **GENERAL TERMS AND CONDITIONS OF LUMI PARTS B.V.**

General delivery conditions of Lumi Parts B.V. in Nieuwkoop, filed on [=] [=] in [under number [=]

### **1. DEFINITIONS**

- 1.1 **'Article'** means an article in these general terms and conditions.
- 1.2 **'Customer'**: means the natural person and/or legal entity, acting in the performance of a profession or business to which LP directs its offers, to which LP delivers or sells goods and/or provides services, and its representative(s), authorised party/parties, legal successors and/or heirs.
- 1.3 **'LP'**: means Lumi Parts B.V., established in (2421 LR) Nieuwkoop at the address Nijverheidsweg 2, Cham. of Comm. no.: 28071932.
- 1.4 **'Contract'**: means the contract concluded between LP and the Customer relating to the sale or delivery of Products.
- 1.5 **'Force Majeure'**: means any extraneous cause, or any circumstance, which is reasonably not for the risk of LP. Force Majeure situations are explicitly delays, negligence in conjunction with a breach of contract on the part of third parties engaged by LP, as well as auxiliary staff, Internet, electricity and email traffic failures, and failures in, or changes to, technology delivered by third parties, traffic-related difficulties, strikes, pandemics, government measures, supply delays, staff illness and defects in resources or means of transport.
- 1.6 **'Product(s)'**: means all goods sold to the Customer by LP pursuant to a Contract.

### **2. GENERAL**

- 2.1 These general terms and conditions apply to all proposals, offers, legal relationships and contracts which relate to the sale and/or delivery of Products and/services by LP. By placing an order with LP, the Customer unconditionally agrees to the application of these general terms and conditions.

- 2.2 The general terms and conditions also apply to other contracts, including subsequent and supplementary agreements to which LP and the Customer, or its legal successor(s), are party.
- 2.3 Any different and/or supplementary (verbal) arrangements and/or commitments made subsequently by, or on behalf of, LP are only binding if they have been agreed explicitly in writing.
- 2.4 If any provision in these general terms and conditions is invalid or null and void, the other provisions of these general terms and conditions will continue to apply undiminished and in full.
- 2.5 If the Customer consists of one or more legal entities/natural persons, each of these legal entities/natural persons will be jointly and severally bound vis-à-vis LP for the obligations resulting from the Contract.
- 2.6 LP is entitled to amend and/or supplement these general terms and conditions.
- 2.7 Without written permission from LP, the Customer is not entitled to transfer any right or any obligation on account of the Contract to third parties.
- 2.8 The Dutch text of these general terms and conditions takes precedence over any translation thereof.
- 2.9 The applicability of any (purchase) conditions used by the Customer is hereby explicitly rejected.
- 2.10 Wherever these general terms and conditions refer to 'in writing', this also means electronic communication such as email, provided the identity of the Customer and LP, as well as the authenticity of the communication, can be sufficiently established.
- 2.11 The Customer is free to determine its own sales prices when reselling the delivered Products. However, LP advises the Customer to maintain the (non-binding) recommended sales prices as indicated by LP. LP reserves the right to change the (non-binding) recommended sales prices. In that event, the Customer will be informed in writing. LP also reserves the right to apply (reasonable) maximum prices if the Products are resold.

- 2.12 In the event that the Customer resells the Products, the Customer will not be permitted to use, and the Customer will refrain from using, the (product) photos, illustrations, article numbers, product descriptions or references used by LP, or any other content used by LP, such unless LP has given its prior written permission. Moreover, the Customer will not make any reference to LP in its (online and offline) offers to third parties.

### **3. OFFERS AND PROPOSALS**

- 3.1 Unless LP explicitly stipulates otherwise in writing, all offers and quotations issued by LP will be non-binding. A written offer and/or proposal is valid for the period referred to therein, in the absence of which they will be valid for a period of fourteen (14) days.
- 3.2 Offers and/or proposals by LP do not apply automatically to repeat orders.
- 3.3 All illustrations, specifications, information about weight, dimensions and colour, and other details in offers and/or proposals by LP are exclusively indications and cannot provide any grounds for an obligation to compensate on the part of LP, or dissolution or termination of the Contract by the Customer.
- 3.4 LP reserves the right to rectify (typing) errors in offers and/or proposals. No liability is accepted for the consequences of (typing) errors. LP cannot be held to its offer if the offer and/or proposal, or a part thereof, contains a (typing) error.
- 3.5 If the Customer's acceptance deviates from the offer and/or proposal, this will be regarded as a new offer by the Customer and a rejection of the entire offer by LP, even if the deviation relates only to minor points.
- 3.6 Third parties cannot derive any rights from information in LP's offers, proposals, product brochures, drawings and/or price lists.

### **4. FORMATION OF THE CONTRACT**

- 4.1 The Contract is formed by a written order confirmation by LP, or because LP has started delivering the Products.

- 4.2 LP is entitled to revoke its offer and/or proposal within two (2) working days after the order confirmation. In such event, no Contract has been formed.
- 4.3 Any Contract is concluded subject to the suspensive condition of sufficient availability of the Products concerned.
- 4.4 LP is entitled to execute the Contract in various phases and to deliver the Products by means of partial deliveries to the Customer. In such case, LP shall be entitled to invoice these partial deliveries separately.
- 4.5 Insofar as the Customer takes any action or makes preparations to do so in the apparent expectation that a Contract will be formed, or based on the apparent assumption that a Contract has been formed, the Customer will do so for its own account and risk.

## **5. PRICES**

- 5.1 All prices of the Products are in euros and exclude VAT. All prices exclude taxes, levies and transport costs which are to be charged to the Customer separately.
- 5.2 Insofar as LP has had to incur costs in connection with delivering the Products to the Customer, such as transport costs, costs of storage and safekeeping, waste disposal fees and other (government) charges or levies, those costs will be for the Customer's account. LP is authorised to charge these costs separately to the Customer.
- 5.3 The prices agreed by LP with the Customer can be increased after concluding the Contract, if LP is confronted by its sub-supplier with a price increase in relation to the execution of its obligations under the Contract, or if other price-increasing circumstances have occurred. If the price increase exceeds 15% of the invoice amount for the more expensive Products, the Customer will be entitled contrary to Article 9.1 – but without prejudice to the provisions of Article 9.2 – to cancel the Contract in writing and free of charge within two (2) working days after receiving notification of the price increase, but only as regards the more expensive Products. The Customer cannot then claim compensation of loss or damage, and LP will only be obliged to refund the amount already paid by the Customer in relation to the part of the Contract affected by the cancellation.

## **6. DELIVERY AND DELIVERY PERIOD**

- 6.1 Unless agreed otherwise, the Products will be delivered pursuant to Incoterms® EX Works 2020 with the delivery destination being the LP warehouse at the address Nijverheidsweg 2 in Nieuwkoop. To that end, Incoterms® Ex Works 2020 is declared applicable mutatis mutandis insofar as this does not lead to a deviation from the provisions of the Contract or these general terms and conditions.
- 6.2 The risk of loss or damage with regard to the Products transfers to the Customer at the moment the Products are made available to the Customer, its representative, or the haulier designated by LP or the Customer, even if ownership of the Products has not then been transferred to the Customer. If the Customer does not take receipt of the Products on time, LP will be entitled to store the Products at a location of its choice for the Customer's account and risk. In that case, the originally planned delivery date on account of the Contract will be designated as the moment of delivery. If the Customer fails to take receipt of the Products during a period of seven (7) days after LP has given notice that the Products are available to the Customer, LP will be entitled to terminate the Contract without any additional notice of default and without prejudice to its right to claim compensation.
- 6.3 LP and the Customer can agree that LP will arrange transport of the Products. The risk of loss or damage with regard to the Products will be fully vested in the Customer as from the moment that the Products are made available by LP to the haulier designated by LP or the Customer. The Customer can take out insurance to cover these risks. If LP arranges transport of the Products, the method of packing and transport will be determined exclusively by LP, unless agreed otherwise in writing.
- 6.4 An agreed delivery period is a target period, unless agreed otherwise in writing.
- 6.5 With regard to delivering the Products, LP will only be in default if it also fails to deliver within a reasonable new delivery period which the Customer sets after the original delivery period. The reasonable additional period will be at least two (2) calendar months. If LP has still not delivered within the reasonable additional period, the Customer will be entitled contrary to Article 9.1 – but without prejudice to the provisions of Article 9.2 – to cancel the Contract in writing free of

charge, but only with regard to part thereof which cannot be delivered within the reasonable additional period. The Customer cannot then claim compensation of loss or damage, and LP will only be obliged to refund the amount already paid by the Customer in relation to the part of the Contract affected by the cancellation. The Customer will not have the aforementioned right to cancellation free of charge if it has remained in default.

- 6.6 In the event of Force Majeure, as well as if an action or omission, whether culpable or otherwise, by the Customer or a third party causes a delay, the delivery period will be extended by the duration of that delay.
- 6.7 Unless agreed otherwise in writing, the costs of transporting and installing the Products will always be for the Customer's account. LP is entitled to charge those costs to the Customer separately.

## **7. PAYMENT**

- 7.1 LP is entitled to invoice immediately after the Products have been delivered in accordance with Article 7. The Customer is required to pay pursuant to the payment terms and conditions agreed between the Parties. If no explicit payment term is agreed by the Parties, a payment term of fourteen (14) days after the invoice date will apply. This deadline is a firm deadline.
- 7.2 If the Customer does not pay, or does not pay on time, LP will be authorised to suspend its obligations under the Contract, and the Customer shall, as from the final day on which payment to LP should have taken place until the day of full payment of the outstanding amount, pay an interest of 8% of the unpaid invoice amount per month, whereby a month that has already started will be counted as a full month. If the Customer continues to fail to pay the amount due, LP can pass on the claim, in which case the Customer will not only be obliged to pay the then due amount and interest, but also all (actual and full) extrajudicial and judicial (collection) costs, with a (fixed) minimum applying of 15% of the invoice amount in question.
- 7.3 In the event of payment by bank transfer, the time of payment will be the date on which the amount is credited to LP's account.

- 7.4 Payments will always be set off against payable costs and interest (in that order) and then against the principal sums, with older amounts taking precedence over new amounts.
- 7.5 The Customer is not permitted to invoke a right of suspension and/or retention, nor to apply any discount or set-off. The Customer irrevocably and unconditionally relinquishes this right.
- 7.6 LP is entitled to execute the Contract in various phases and to invoice the phase thus performed immediately and separately.
- 7.7 In the context of an Contract with the Customer, LP is entitled to demand full advance payment of the invoice amount.
- 7.8 If, in the reasonable opinion of LP, the Customer's financial position gives cause to do so, the Customer will be obliged, at the first request of LP, to issue immediately to LP a bank guarantee and/or letter of credit which covers the payable amount as security for the fulfilment of its payment obligations vis-à-vis LP. If the Customer fails to comply, this will be an attributable non-fulfilment vis-à-vis LP and the latter will be entitled to terminate or dissolve the Contract. This provision also applies if credit is stipulated.
- 7.9 Complaints about invoices must be submitted to LP within three (3) working days after the invoice date, with failure to do so resulting in the invoice being regarded as approved.

## **8. CANCELLATIONS**

- 8.1 The Customer is not permitted to terminate or cancel the Contract (in whole or in part), unless LP agrees to such termination or cancellation in writing. If LP provides its consent to such termination or cancellation, the Client will owe LP an immediately due and payable compensation in the amount of the agreed upon price, minus the savings for LP resulting from the termination or cancellation. The compensation shall in any case be at least 20% of the agreed upon price.
- 8.2 Contrary to the provisions of Article 9.1, the Contract cannot be (wholly or partially) cancelled if the Products have been customized, compiled, changed or otherwise modified at the Customer's request.

- 8.3 Returns can only take place after written permission from LP and only if they are accompanied by the LP returns form and a (clear) reference to the return order number (R number). LP reserves the right to refuse returns which are not submitted in the prescribed way. The return will then not be processed and will be returned at the Customer's expense. All returns are subject to the return conditions as included on the website of LP.

## **9. TERMINATION OF THE CONTRACT**

- 9.1 In the event that the Customer is in default with regard to any obligation on account of the Contract or these general terms and conditions, or if the Customer submits (a petition in) bankruptcy, or is subject to a suspension of payments, a debt rescheduling arrangement, incapacity for work, a company strike, a seizure, a (company) takeover and/or a merger, or death, LP will be entitled to terminate or dissolve the Contract in writing. LP will then be entitled to payment of the entire invoice amount, less the (direct) costs it saves by the termination. The Customer cannot then claim compensation for damage.

## **10. RETENTION OF TITLE**

- 10.1 The Products will continue to be owned by LP until all amounts payable by the Customer to LP on account of the Contract (explicitly including all amounts due to any failures in its payment obligations), or any other agreement between LP and the Customer, have been fully paid to LP. As long as the ownership of the Products has not transferred to the Customer, the latter may not pledge the Products, transfer them in ownership, or grant any other right thereto to third parties, barring the provisions of Article 11.2.
- 10.2 The Customer is permitted to sell and deliver to third parties the Products delivered under retention of title within the framework of performing its normal business.
- 10.3 The Customer is obliged to keep the Products delivered under retention of title with due care and separately as the recognisable property of LP, and to impose the aforementioned obligation on third parties to which it has sold the Products delivered under retention of title.
- 10.4 If the Customer fails to fulfil the provisions of Article 11.3, it will be presumed that the goods present of the same type as the Products belong to LP.

- 10.5 If third parties wish to exercise any right to the Products delivered under retention of title, for example via an attachment or in the event of a suspension of payments or bankruptcy, the Customer will be obliged to inform LP to this effect immediately.
- 10.6 The Customer is obliged to insure the Products delivered for the term of the retained right of ownership against loss or damage, fire, and the risk of explosion, as well as against theft, and the insurance policy will be made available for inspection at the first request of LP.
- 10.7 The Customer is obliged, at the first request of LP and at its discretion, to:
- a) pledge or cede in advance to LP all the Customer's entitlements or claims against insurers with regard to the Products delivered under retention of title, such at the discretion of LP, and;
  - b) pledge or cede to LP the claims which the Customer acquires vis-à-vis its customers on account of the sale of Products delivered by LP under retention of title.
- 10.8 In the event of default by the Customer in relation to any (payment) obligation on account of the Contract, or any other agreement between LP and the Customer, or when, in the opinion of LP, there is a legitimate fear that the Customer will not fulfil those obligations, LP will be entitled to recover or have recovered the Products delivered without further announcement to the Customer, or third parties that are holding the Products for the Customer. The Customer is obliged to cooperate fully under pain of an immediately due and payable penalty of 10% of the amount payable by the Customer to LP at that point in time, for each day that its refusal to cooperate continues.
- 10.9 The Customer authorises LP, or grants LP permission in advance, to access its sites and buildings in order to exercise its retention of title.
- 10.10 After recovering the Products on the grounds of Article 11.8, the original invoice amount relating to the Products will be credited to the Customer, after settlement of all that which LP can claim from the Customer on any account (including the costs incurred by LP on behalf of the performance of its retention of title.

## **11. WARRANTY**

11.1 As from the moment of delivery as referred to in Article 7.1. and during a period of five (5) years, or twenty thousand (20,000) lighting hours, depending on what is reached first, LP will provide a warranty in relation to the Products, under the provisions and conditions of LP's 'LUMI PARTS B.V. WARRANTY CONDITIONS', which warranty conditions form an integral part of the Contract and these general terms and conditions.

## **12. LIABILITY**

12.1 The liability of LP – and of its (authorised) representatives, employees, and third parties engaged by LP – is always limited to the amount paid out in the instance in question under LP's applicable (business) liability insurance. The amount insured by LP in relation to damages is currently EUR 2,500,000 (in words: two and a half million euros) per claim in respect of deliveries within the European Union, based on a maximum of twice that amount per year. If, for whatever reason, no payment is made pursuant to the above-mentioned insurance, any liability on the part of LP will always be limited to the amount that the Customer has paid LP in relation to the Contract, or the part thereof in relation to which the liability arose, up to a maximum of EUR 2,000.

12.2 LP is never liable for indirect loss or damage, including but not limited to consequential loss or damage (to people or goods), trading loss, lost profit or income, missed savings and or damage due to business interruptions.

12.3 LP is not liable for loss or damage, of whatever nature, as a consequence of actions or omissions of, by or on behalf of third parties engaged by LP and/or by materials used by said third parties.

12.4 LP is not liable for loss or damage, of whatever nature, as a consequence of incorrect and/or incomplete information provided by the Customer or by people or goods made available by the Customer.

12.5 In all instances in which LP can invoke the provisions of Article 13, any employee(s) and subcontractor(s) called to account will also be able to invoke the same provisions as if the provisions of Article 13 had been stipulated by the employee(s) and subcontractor(s) in question.

12.6 The restriction or exclusion of liability stipulated in Article 13 does not apply insofar as the loss or damage is the consequence of intent or gross negligence on the part of LP.

### **13. INDEMNIFICATION**

13.1 The Customer indemnifies and holds harmless LP against all possible claims by third parties in connection with the execution of the Contract, more particularly claims by third parties in relation to Products and/or services delivered by LP to the Customer, as a result of which said third-party might have suffered loss or damage, irrespective of the cause or time at which it occurred.

13.2 The Customer is obliged to support LP – at the Customer's expense – both judicially and extrajudicially if LP is called to account by a third party as referred to in Article 14.1, and immediately to do all that which might be expected of the Customer in that instance. If the Customer fails to take adequate measures, LP will be entitled to take such measures itself without any notice of default being required. All costs which arise as a consequence thereof for LP will be entirely for the Customer's account.

13.3 The indemnifications of LP by the Customer pursuant to these general terms and conditions apply in full to the Customer's group companies.

13.4 The Customer is obliged to take out sufficient business liability insurance on time, of which the insurance policy document will be made available for inspection at the first request of LP.

### **14. FORCE MAJEURE**

14.1 In the event of Force Majeure, LP is authorised to suspend fulfilment of its obligations on account of the Contract, or a portion thereof, and the Customer will not be able to claim fulfilment or compensation.

14.2 If, when the force majeure starts, LP has partially fulfilled its obligations on account of the Contract, or can only partially fulfil its obligations, it will be entitled to invoice that (portion) already delivered separately (in between times) and the Customer will be obliged to pay the respective invoice.

## **15. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 15.1 LP retains all absolute intellectual rights (including copyright, patent rights, trademark rights, drawing and model rights, etc.) with regard to all its works, designs, drawings, writings, data carriers or other information, proposals, images, sketches and models, unless agreed otherwise in writing.
- 15.2 Without the explicit written permission of LP, the works referred to in Article 16.1 may not be copied, shown or made available to third parties, or used in any other way than the way agreed with LP.
- 15.3 During the term of the Contract, as well as after the Contract has ended for whatever reason, the Customer is obliged to observe confidentiality with regard to all data received from LP within the framework of the Contract which it can assume is confidential in nature, unless prior written permission has been obtained from LP.
- 15.4 If LP is obliged pursuant to the law or a court decision to issue data on the Customer to the government or to bodies designated by the government, LP will be entitled to proceed to issue said data.

## **16. PERIODS OF LIMITATION**

- 16.1 Contrary to the statutory periods of limitation, the periods of limitation of all claims of the Customer vis-à-vis LP will be twelve (12) months from the moment that such claims arise.

## **17. TERMINATION OF THE CONTRACT**

- 17.1 In the event that the Customer is in default with regard to any obligation on account of the Contract or these general terms and conditions, or if the Customer submits (a petition in) bankruptcy, or is subject to a suspension of payments, a debt rescheduling arrangement, incapacity for work, a company strike, a seizure, a (company) takeover and/or a merger, or death, LP will be entitled to terminate or dissolve the Contract in writing. LP will then be entitled to payment of the entire invoice amount, less the (direct) costs it saves by the termination. The Customer cannot then claim compensation for damage.

**18. APPLICABLE LAW AND DISPUTES**

18.1 Any dispute arising from or in relation to a Contract, including these general terms and conditions, shall be submitted to the exclusive jurisdiction of the competent court of Amsterdam.

18.2 Each Contract, including these general terms and conditions, shall be solely governed by and construed in accordance with the laws of the Netherlands, with the explicit exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).