

masterlight

General Terms

Version January 2022

12044939 – Eurolight B.V.

Trade name “Masterlight”

1. Definitions

- 1.1. In these general terms and conditions, the following terms have the following meanings:
 - a. Eurolight B.V.: a private limited company, registered with the Chamber of Commerce under number 12044939, with its registered office in (5981 NC) Panningen, at Industrieterrein Panningen 102-104;
 - b. Buyer: a consumer, being a natural person who does not act for purposes related to his trading, business, craft or professional activities or a non-natural person who does act for purposes related to his trading, business, craft or professional activities, to whom Eurolight has addressed the offer or order confirmation, or who has given an assignment to Eurolight;
 - c. Agreement: the agreement between Eurolight and the Buyer, which was formed in accordance with Article 3 of these general terms and conditions, with Eurolight acting as Eurolight, supplier of goods and services;

2. Applicability

- 2.1. These general terms and conditions apply to all offers, quotations and agreements between Eurolight and the Buyer to which Eurolight has declared these terms and conditions applicable, insofar as these terms and conditions have not expressly been derogated from by the parties in writing.
- 2.2. These general terms and conditions also apply to agreements with Eurolight for the performance of which third parties have to be involved by Eurolight.
- 2.3. Any purchase conditions or other conditions of the Buyer do not apply, unless such terms and conditions have expressly been accepted by Eurolight in writing.
- 2.4. If one or more provisions of these general terms and conditions are fully or partly void or nullified at any time, the other provisions of these general terms and conditions will continue to apply in full. In that case, Eurolight and the Buyer will enter into consultations in order to agree new provisions to replace the void or nullified provisions, while observing the purpose and purport of the original provisions as far as possible.

3. Formation of the Agreement

- 3.1. All offers and/or quotations by Eurolight, in whatever form, are without obligation, unless expressly stated otherwise in writing.
- 3.2. Quotations are valid for the period included in the quotation. If no period has been included, the quotation will be valid until 30 days of the date on which the quotation was issued.
- 3.3. Quotations issued by Eurolight are based on the information provided by the Buyer.
- 3.4. Offers and quotations issued by Eurolight, in whatever form, contain a full and accurate description of the products/services offered. Apparent mistakes or apparent errors in the offer or quotation do not bind Eurolight .
- 3.5. Agreements are formed if Eurolight accepts the order placed by the Buyer by means of an oral, electronic or written confirmation or by signing the written Agreement, or at the time Eurolight starts performing an assignment.
- 3.6. Eurolight reserves the right to refuse an assignment without statement of reasons or to revoke an assignment within no more than two working days of receipt of the acceptance.
- 3.7. If the acceptance deviates, on minor points or otherwise, from the offer included in the quotation, Eurolight will not be bound by such deviation. In that case, the Agreement will not be formed in accordance with this deviating acceptance, unless indicated otherwise by Eurolight.
- 3.8. If the Buyer does not accept the offer and/or decides not to continue with Eurolight after Eurolight has already provided lighting advice or made a lighting design, Eurolight will be allowed to charge the costs for drawing up the quotation and providing the lighting advice and/or making the lighting design. This is only permitted if the Buyer has demonstrably been

made aware of the (amount of the) costs when or before requesting the quotation or before provision of the advice / design. The intellectual property continues to rest with Eurolight.

- 3.9. If the Buyer does not accept the offer or quotation, the Buyer will have to return all documents provided with this offer or quotation to Eurolight immediately on a request from Eurolight.

4. Delivery / Performance of the agreement

- 4.1. Eurolight delivers the items and services at the time and location agreed in the Agreement.
- 4.2. Stated periods only serve as guidelines and the expiry date of this period shall therefore never be regarded as a strict deadline, unless expressly agreed otherwise in writing.
- 4.3. If and insofar as a proper performance of the agreement so requires, Eurolight will be entitled to have specific work, services or items completely or partially performed or provided by third parties.
- 4.4. Eurolight is permitted to make part deliveries of sold items or perform specific work in parts.
- 4.5. If, due to a cause that lies within the responsibility of the Buyer, it turns out to be impossible to deliver the items to the Buyer or to do so in the agreed manner, Eurolight will be entitled to store the items at the risk and expense of the Buyer. The Buyer shall enable Eurolight within a period to be set by Eurolight after notification of the storage to deliver these items at a later date.
- 4.6. If the Buyer fails to fulfill his purchase obligation after the period referred to in the previous paragraph, the Buyer will be in default immediately. In that case, Eurolight will be entitled to dissolve the Agreement in whole or in part with immediate effect by means of a written notification and to sell the items to third parties without any obligation to pay compensation of damage, costs or interest arising from this for Eurolight. The above is without prejudice to the obligation of the Buyer to compensate any costs, including storage costs, damage caused by delay, lost profit or any other damage or the right of Eurolight to claim performance.

5. Rates

- 5.1. The Buyer shall pay the price stated by and/or agreed with Eurolight (quoted in euros). The prices quoted in an offer, quotation or price list are exclusive of VAT and any other costs, such as transportation costs, assembly costs, administration costs, and invoices of third parties engaged.
- 5.2. The shipping costs of items to be delivered are excluded, unless agreed otherwise by the parties in advance.
- 5.3. The Buyer will not in any circumstance be able to derive rights from rates quoted in the past for a similar or comparable agreement.
- 5.4. If between the date of conclusion of the Agreement and performance thereof circumstances arise that increase the cost price for Eurolight and that are the result of changes in legislation and regulations, government measures, currency fluctuations or changes in the prices of the required materials, parts, accessories and suchlike, Eurolight will be entitled to increase the agreed prices accordingly and charge the increased prices to the Buyer.

6. Payment conditions

- 6.1. Eurolight is entitled to ask the Buyer for a down payment of 50%. Eurolight will only place the order or start the work after receipt of the down payment, unless agreed otherwise in writing.
- 6.2. Invoicing may take place after the assignment, per period and/or after part delivery.
- 6.3. Invoices shall be paid within 30 days of the invoice date by transfer of the amount owed to the bank account stated on the invoice. Setoff against amounts of which the Buyer claims that they are owed by Eurolight is not permitted.
- 6.4. Any questions about, or objections against, an invoice of Eurolight shall be communicated to Eurolight in writing and with statement of reasons within 8 days of the invoice date, at the

risk of forfeiting any and all rights. On expiry of the period referred to, the invoice will be deemed to have been unconditionally accepted.

- 6.5. If invoicing takes place per period or part delivery, Eurolight may suspend performance of the next parts of the Agreement until the outstanding invoice has fully been paid by the Buyer.
- 6.6. In the event of late payment, the Buyer will be in default immediately and Eurolight will be entitled to charge extrajudicial costs to the Buyer, with a minimum of 15% of the amount to be collected and a minimum amount of € 150.
- 6.7. In the event of late payment, the Buyer will also owe interest on the amount to be collected of 2% per year for a consumer and 8% per year for a non-natural person.
- 6.8. The Buyer is not entitled to suspend fulfillment of his payment obligation arising from the Agreement and associated legal acts, for any reason whatsoever.

7. Cooperation from the Buyer

- 7.1. The Buyer shall make every effort to provide all cooperation and always provide Eurolight in good time with all data or information that is useful or necessary for a proper performance of the Agreement.
- 7.2. The Buyer warrants the accuracy, completeness and trustworthiness of the information provided to Eurolight, even if such information originates from third parties.
- 7.3. If the performance of the Agreement is delayed because the Buyer fails to fulfill his obligations referred to in Article 7.1 of the information provided by the Buyer fails to meet the provisions of Article 7.2, the costs resulting from this will be borne by the Buyer.
- 7.4. If the Buyer fails in the proper performance of what the Buyer is obliged to perform in respect of Eurolight, the Buyer will be liable for all damage directly or indirectly arising from this for Eurolight.

8. Engaging third parties

- 8.1. Eurolight is entitled to use external capacity (which is taken to mean engaging third parties, external experts and/or external capacity) for the performance of its obligations as laid down in an Agreement. Eurolight is permitted to do so at its own initiative and without permission from the Buyer.
- 8.2. When engaging third parties at its own initiative, Eurolight will remain fully responsible for the proper performance of its obligations as laid down in the Agreement.
- 8.3. The additional costs associated with the deployment by Eurolight of external capacity shall be borne by the Buyer. Eurolight will inform the Buyer in advance of the amount of the additional costs.
- 8.4. If the Buyer explicitly asks Eurolight to use external capacity and Eurolight agrees to this in writing, Eurolight will do everything that reasonably may be required from it for the proper performance of the Agreement. However, Eurolight will not be responsible for performance by the relevant third parties. The Buyer will enter into an agreement with such third parties in his own name.

9. Amendments to the Agreement and additional/less work

- 9.1. The Buyer accepts that the time scheduling of the assignment may be affected if the parties agree in the interim to extend or amend the approach, working method or scope of the assignment and/or the work resulting from it.
- 9.2. If interim amendments to the assignment are the result of actions of the Buyer, for instance due to advancing insight, late provision of documents, information or employees, Eurolight will make the necessary adjustments in the assignment if the quality of services so requires. If such adjustment results in additional work, the costs for such work will be passed on to the Buyer.

10. Retention of title

- 10.1. All products delivered by Eurolight remain the property of Eurolight until the time of full payment of all amounts owed by the Buyer to Eurolight, on whatever ground, at the time of delivery, including interest and costs.
- 10.2. Items that are subject to a retention of title may be resold and delivered by the Buyer in the course of the normal business operations, on the condition that the Buyer has also stipulated a retention of title for the items delivered from its business purchasers.
- 10.3. The Buyer shall keep the items with due care and as the identifiable property of Eurolight for as long as they are subject to a retention of title.
- 10.4. The Buyer is responsible for taking out business or contents insurance such that the items delivered under retention of title are included in the insurance cover at all times. The Buyer is obliged to allow Eurolight to inspect the insurance policy and the associated proof of premium payments immediately on a request from Eurolight.
- 10.5. If the Buyer acts contrary to the provisions of this article or Eurolight relies on the retention of title, Eurolight and its employees and/or representatives will irrevocably be entitled to enter the site and the buildings of the Buyer and to take back the items delivered under retention of title. The above applies without prejudice to the right of Eurolight to compensation of damage, lost profit and interest and the right to dissolve the Agreement by means of a written notification without further notice of default.

11. Models, samples, examples, drafts

- 11.1. If Eurolight shows or provides models, samples, examples, images or other data, this will be for indicative purposes only and no rights can therefore be derived from this. The nature and quality of the items or services to be delivered may therefore deviate from what was shown, unless Eurolight has expressly stated in writing that delivery will take place in accordance with what was shown.

12. Intellectual property rights

- 12.1. Without prejudice to the provisions of Article 18 (Confidentiality) of these terms and conditions, Eurolight reserves all intellectual property rights regarding the services and products delivered by it, including documentation.
- 12.2. All documents provided by Eurolight, such as advice, designs, work methods and other intellectual products of Eurolight, are only intended for use by the Buyer and may not be reproduced, disclosed, or communicated to third parties by the Buyer in any way whatsoever without specific prior permission from Eurolight.
- 12.3. Eurolight reserves the right to use the knowledge obtained through the performance of the work for other purposes, provided that no confidential information is communicated to third parties in the process.
- 12.4. The Buyer warrants that the documents and files provided by the Buyer to Eurolight do not infringe any copyright or any other Intellectual Property right of third parties. The Buyer is liable for any damage that Eurolight may suffer as a result of such infringements and indemnifies Eurolight against claims by these third parties.

13. Warranty

- 13.1. Eurolight ensures that the agreed assignments and other deliveries are performed with due care and in accordance with the standards applicable in its industry. Eurolight will do everything that is reasonable from a commercial point of view to deliver the agreed performance. Eurolight will never give a warranty for delivered items that goes beyond what was expressly agreed between the parties.
- 13.2. During the warranty period, Eurolight warrants the usual normal quality and soundness of the items or services delivered. If no explicit warranty period has been agreed, a period of one (1) year after delivery will apply.

- 13.3. It is very important that the Buyer follows all client instructions given by Eurolight, failing which any claim or warranty will lapse.
- 13.4. Eurolight bases its use of materials and raw materials required for the performance of the Agreement on the information provided by the manufacturer or supplier of such materials with regard to the nature and quality of such materials and raw materials. If a warranty has been provided by the manufacturer or supplier for the delivered materials or raw materials, that warranty will equally apply between the parties. Eurolight will inform the Buyer of this warranty.
- 13.5. Reliance on the warranty is not possible as long as the Buyer has not paid the price or fee agreed for the items.
- 13.6. If the Buyer suspects or can reasonably suspect that items delivered by Eurolight may have harmful influences as a result of any circumstance, the Buyer shall inform Eurolight in writing immediately, in any case within 24 hours, at the risk of forfeiting any and all rights.

14. Complaints

- 14.1. The Buyer is obliged to inspect items delivered or services provided immediately after receipt thereof and to establish whether they have been delivered or performed in accordance with the Agreement.
- 14.2. Complaints with regard to items delivered and/or services provided shall be submitted to Eurolight in writing, with clear statement of all details, no later than within eight (8) days after the Buyer has or could have discovered the defects, at the risk of forfeiting any and all rights.
- 14.3. The Buyer shall enable Eurolight to investigate the complaint and provide Eurolight with all information that is relevant in this respect. If return shipment is necessary for investigating the complaint, such return will be at the risk and expense of the Buyer, unless the complaint ultimately proves to be well-founded. The transportation risk is always for the account of the Buyer.
- 14.4. In all cases, returns are made in a manner to be determined by Eurolight and in the original packaging.
- 14.5. Unless the Buyer proves that he has followed the instructions provided by Eurolight, a complaint that may also have been caused by failure to comply with the instructions provided will not be accepted. The same applies if the Buyer may not have fulfilled the obligations to which the Buyer is subject pursuant to Articles 7.1 and 7.2. The burden of proof in this matter shall always lie with the Buyer.
- 14.6. Eurolight does not warrant that the goods are suitable for the purpose for which the Buyer intends to use them, not even if this purpose has been communicated to Eurolight, unless the parties have agreed otherwise.
- 14.7. All claims against Eurolight, on whatever ground, shall lapse for a non-natural person within six (6) months and for a consumer within one (1) year after the claim arose.
- 14.8. No complaints are possible with regard to imperfections in or properties of items made from natural materials, if such imperfections or properties are inherent to the nature of these materials.
- 14.9. No complaints are possible about discolorations and minor deviations in color between materials.
- 14.10. No complaints are possible about items whose nature has been altered or that have fully or partially been processed or assembled by the Buyer after receipt.

15. Force majeure

- 15.1. In the event of force majeure on the part of Eurolight, all obligations of Eurolight to the Buyer arising from the Agreement concluded and other legal acts will be suspended.
- 15.2. In these general terms and conditions, force majeure is taken to mean, in addition to what this is taken to mean in law and case law: all external circumstances beyond the control of

Eurolight that are not reasonably foreseeable and result in Eurolight being unable or no longer able to honor its agreements, in whole or in part. This includes, but is not limited to: war, strikes, riot, pandemic, outbreak, illness of own staff as well as of any third parties engaged, shortage of staff, fire, business and technical interruptions at Eurolight or at external parties engaged, government measures imposed on Eurolight as well as on external parties on which Eurolight is dependent, closure of national borders, having insufficient or incorrect data, or if insufficient cooperation is provided.

- 15.3. If the force majeure situation has lasted for more than three (3) months, or as soon as it has been established that the force majeure situation will last for more than three (3) months, each of the Parties will be entitled to terminate the relevant Agreement early in writing without observing any notice period, with the proviso that such early termination is no longer possible after the obligations whose fulfillment was temporarily prevented because of force majeure have been fulfilled after all.

16. Liability and indemnification

- 16.1. Eurolight has an obligation to use best efforts. Eurolight performs an Agreement to the best of its abilities and insights. Eurolight can never be held liable for results that were not achieved. Eurolight is not liable for damage resulting from incorrectly provided advice or errors in a design.
- 16.2. Eurolight will only be liable for damage resulting from intent or willful recklessness on the part of Eurolight.
- 16.3. The liability of Eurolight will be limited to compensation of the direct damage suffered by the Buyer, capped at the amount of the Agreement concluded between Eurolight and the Buyer. For assignments with a duration of more than six (6) months, a further limitation of liability applies up to the invoice amount for the last six (6) months, calculated from the date of the liability claim.
- 16.4. In addition, the maximum damage to be compensated will never be higher than the maximum amount to be paid out by Eurolight's insurer.
- 16.5. Direct damage is exclusively taken to mean the costs the Buyer has reasonably had to incur for remedying or eliminating the shortcoming of Eurolight to ensure that the performance by Eurolight does conform to the Agreement, as well as any reasonable costs for the prevention or limitation of such damage and reasonable costs for establishing the cause and extent thereof.
- 16.6. Every liability of Eurolight for indirect damage, including but not limited to consequential damage, lost profit, missed savings, damage due to business interruption, loss of goodwill, damage resulting from claims by customers of the client, by the client's or a third party's use of the service(s), equipment, software or materials or the inability to use them, or due to loss of data on the part of the client, is excluded. The liability of Eurolight for damage to, destruction or loss of data, files and documents is also excluded.
- 16.7. The Buyer will indemnify Eurolight against and fully compensate Eurolight for all claims by third parties, as well as for all reasonable costs for a defense against such claims that are in any way related to the work performed for the Buyer.
- 16.8. Eurolight will not be held liable if the Buyer has the option to directly rely on his insurance company or that of a third party with regard to the damage arisen.
- 16.9. If Eurolight engages a third party for the performance of the Agreement of the Buyer, this party will indemnify Eurolight against and fully compensate Eurolight for any claims by third parties, including but not exclusively the Buyer. Eurolight is not liable to the Buyer or third parties for damage caused by the third party engaged by Eurolight.

17. Suspension, dissolution and giving notice of termination of the Agreement

- 17.1. If the Buyer terminates the assignment in whole or in part, the work and/or items that have already been prepared, ordered and/or performed will be charged to the Buyer on the basis

- of the agreed rate. Eurolight will also be entitled to claim compensation for damage, consisting of all costs incurred by Eurolight and the damage suffered by Eurolight as a result of the cancellation, including lost profit.
- 17.2. Eurolight will be entitled to suspend performance of the obligations or dissolve the Agreement if the Buyer fails to fulfill the obligations under the Agreement or fails to fulfill such obligations in full or in time, if circumstances that have become known to Eurolight after conclusion of the Agreement give good grounds for fearing that the Buyer will not fulfill his obligations or if because of a delay on the part of the Buyer, Eurolight can no longer be required to perform the Agreement under the originally agreed conditions.
 - 17.3. Furthermore, Eurolight will be entitled to dissolve the Agreement if circumstances arise that are of such nature that performance of the Agreement is impossible or if otherwise circumstances arise that are of such nature that unaltered continuation of the Agreement cannot reasonably be required from Eurolight.
 - 17.4. If Eurolight suspends or dissolves the Agreement, Eurolight will not be obliged in any way whatsoever to compensate the damage and costs resulting from this in any way.
 - 17.5. If the parties have agreed that the work will be performed in stages, Eurolight may suspend performance of those parts until a next stage until the Buyer has approved the results of preceding stage in writing.
 - 17.6. If the dissolution can be attributed to the Buyer, Eurolight will be entitled to compensation for damage, including any and all costs arising directly and indirectly.
 - 17.7. If the Buyer fails to fulfill his obligations arising from the Agreement and this non-fulfillment justifies dissolution, Eurolight will be entitled to dissolve the Agreement immediately and with immediate effect without any obligation on its part to compensate any damage or pay any other compensation, while the Buyer, on account of breach of contract, will be obliged to compensate any damage or pay any other compensation.
 - 17.8. If the Buyer is liquidated, applies for or is granted a suspension of payments or a petition for bankruptcy is filed against the Buyer or the Buyer is declared bankrupt, attachment is levied against the Buyer - if and insofar as the attachment is not lifted within three (3) months - in the event of debt rescheduling or any other circumstance as a result of which the Buyer loses control over his assets, Eurolight will be free to terminate the Agreement immediately and with immediate effect or to cancel the order or Agreement, without any obligation on the part of Eurolight to compensate any damage or pay any compensation. In that case, the claims of Eurolight against the Buyer will be immediately due and payable.

18. Confidentiality

- 18.1. Eurolight and the Buyer are obliged to maintain the secrecy of all confidential information that they have obtained from each other or from another source in the context of their Agreement. Information is regarded as confidential if this has been communicated by the other party or if this ensues from the nature of the information, including but not limited to technical data, commercial, financial and legal information.

19. Final provisions

- 19.1. Dutch law exclusively applies to all agreements with Eurolight.
- 19.2. In the event of a conflict between the Dutch text of these General Terms and Conditions and/or the Agreement with the English translation thereof, the Dutch text shall take precedence.
- 19.3. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded for international contracts.
- 19.4. Disputes between Eurolight and the Buyer arising from the Agreement or other legal acts between them will exclusively be submitted to the competent court in the Netherlands, Limburg district.

- 3.** Eurolight is entitled to amend these general terms and conditions. The version of the general terms and conditions filed most recently will always be applicable. A copy of the amended general terms and conditions will always be sent to the Buyer in writing or electronically.