

General conditions

EVA Optic BV

CHAPTER 1: GENERAL

The conditions included in this chapter “General” apply to all agreements between EVA Optic and the other party.

Article 1. Definitions

- 1.1. In these general conditions, the following terms are given the following meanings, unless explicitly specified otherwise or the context otherwise requires:
- a. EVA Optic: the user of these general conditions: EVA Optic B.V. is located at De Velde 1 in Zwartsluis (The Netherlands), registered at the Chamber of Commerce under CoC-number 08220828;
 - b. other party: the legal entity or natural person that has entered into an agreement with EVA Optic;
 - c. company: the other party, being a legal entity or a natural person that acts within the scope of their profession or company;
 - d. consumer: the other party, being a natural person who does not act within the scope of his/her profession or company;
 - e. written form: communication by letter, by email, by fax, or any other communication method that can be deemed equal to these in view of the state of technology and the general views in society;
 - f. agreement: the agreement between EVA Optic and the other party;
 - g. product: the product that EVA Optic supplies;
 - h. website: the websites <http://evaoptic.nl>, <http://evaoptic.com>, <http://evaoptic.de> and <http://evaoptic.fr> that are managed by EVA Optic and through which the other party can order products from EVA Optic.

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Article 2. General

- 2.1. These general conditions are applicable to all offers, lighting calculations and lighting simulations, quotations by EVA Optic, and to all agreements between EVA Optic and the other party.
- 2.2. Deviations from and additions to these general conditions are only applicable when these have been agreed upon explicitly and in written form in, for example, a (written) agreement or an order confirmation by EVA Optic.
- 2.3. If these general conditions and the agreement or order confirmation contain contradictory and/or different conditions, the conditions as specified in the order confirmation by EVA Optic take precedence.
- 2.4. The applicability of the general (purchase) conditions of the other party is expressly rejected by EVA Optic.
- 2.5. These general conditions also apply to repeat orders or split orders that arise under the agreement.
- 2.6. If EVA Optic has provided the other party with these general conditions multiple times already, then this constitutes a durable business relationship. In this case, EVA Optic does not need to provide the other party with the general conditions again each time to have these apply to future lighting calculations, quotations and/or agreements.
- 2.7. If EVA Optic does not always demand strict compliance with these general conditions, this does not mean that these general conditions are not applicable. In doing so, EVA Optic does not lose its right to demand strict compliance with the general conditions in other cases.
- 2.8. If one or more provisions in these general conditions are null or are nullified, the remaining provisions remain fully applicable to these conditions. The null or nullified provisions will be replaced by EVA Optic, while taking into account the purpose and scope of the original provision or provisions as much as possible.
- 2.9. If these general conditions are drawn up in a language other than the Dutch language, the Dutch text will always take precedence when interpreting and explaining the provisions.

Article 3. Offer and prices

- 3.1. The assortment of EVA Optic can be changed at any time.
- 3.2. Eva Optic has the right to change its prices from time to time.

Article 4. Additions and amendments

- 4.1. Additions to or amendments of the general conditions or the agreement will not be binding for EVA Optic until these have been confirmed to the other party in written form.

Article 5. User conditions for websites

- 5.1. When using the website, the other party should act in accordance with what may be reasonably expected from a responsible and careful internet user.
- 5.2. The other party is not allowed to circumvent or hack the security applications on the website.
- 5.3. The other party is not allowed to use the website in such a way that it leads to the compromising of the proper functioning of the computer systems of EVA Optic or third parties, or that this leads to other users of the website being hindered or impeded.

Article 6. Fulfilment of the agreement

- 6.1. EVA Optic determines in what way and by which person or people the agreement will be fulfilled.
- 6.2. EVA Optic has the right to, without informing the other party of it, engage one or multiple third parties when fulfilling the agreement.

Article 7. Complaints and return shipments

- 7.1. The company must check the order directly after receipt and report any possible defects and/or deficiencies in the delivered order to EVA Optic in written form within 48 hours after having received the products.
- 7.2. Complaints with regard to the invoice amount or the invoice amounts must be communicated to EVA Optic in written form and substantiated within 14 days after the invoice date.
- 7.3. Ordered products are delivered in the packages or bulk packages that are in stock at EVA Optic. Minor deviations accepted within the industry with regard to specified sizes, weights, quantities, colours, light colours, wattages, etc., will not be considered as defects on the part of EVA Optic. In this case, no warranty claim is possible and complaints about the foregoing will not be considered.
- 7.4. The other party must enable EVA Optic to investigate the complaint and provide EVA Optic with all information relevant to the complaint. Return shipments are at the other party's expense and risk.
- 7.5. For a return shipment, the other party must request an RMA-number from EVA Optic.
- 7.6. In all cases, a return shipment occurs in the manner to be determined by EVA Optic and in the original packaging or packaging approved by EVA Optic.
- 7.7. No complaints can be made with regard to imperfections in or qualities of products that were made of natural materials if these imperfections or qualities are inherent to the nature of these materials.
- 7.8. No complaints can be made with regard to discolouration and minor colour deviations and light deviations between products.
- 7.9. No complaints can be made with regard to products of which the nature and/or composition have been changed by the other party after receipt.
- 7.10. Complaints will not suspend the other party's payment obligation.

Article 8. General warranty conditions

- 8.1. EVA Optic applies specific warranty conditions with respect to certain products. With respect to the products to which such specific warranty conditions apply, these conditions must be taken as a starting point, and the conditions in this Article apply to those issues that are not included in the specific warranty conditions. If no specific conditions apply to products, the general warranty conditions in this Article apply.
- 8.2. The warranties mentioned below only apply with respect to products supplied by EVA Optic. Therefore, these warranty conditions do not apply to consulting or other work activities that EVA Optic has performed in the context of the agreement.
- 8.3. If no specific warranty conditions with a specific and explicit warranty period have been agreed upon, then a warranty period of 1 year applies, unless it has been communicated to the other party, on the website or in any other way, that no warranty applies to the product.

- 8.4. If the delivered product was not produced by EVA Optic, the warranty that applies to the product is at all times limited to the manufacturer warranty that the manufacturer has given on the product.
- 8.5. EVA Optic's RMA procedure will be applied in all cases concerning defects within the warranty period.
- 8.6. The warranty period starts on the invoice date.
- 8.7. If the product displays a defect during the warranty period, the other party must inform EVA Optic of this as soon as possible within the warranty period. The other party must clearly describe the defect, so EVA Optic can assess the warranty claim. Article 7.4 also applies to warranty claims.
- 8.8. The warranty claim will not be honoured if the other party has not acted in accordance with Articles 8.7 and 7.4.
- 8.9. If EVA Optic accepts the warranty claim of the other party, EVA Optic will, according to its own choice, repair the product in its factory, replace the product, deliver a replacement part, or credit a part or the entire sum of the price of the product. Thus, EVA Optic is free to deliver a similar or equivalent product to the other party when replacing the product.
- 8.10. If EVA Optic uses raw materials or materials of third parties for the production of the products, EVA Optic will rely on the data the manufacturer or supplier of these raw materials or materials has communicated to EVA Optic with respect to the behaviour and qualities of these raw materials or materials.
- 8.11. The agreed upon warranty period will not be amended or prolonged or changed if the product has been repaired or replaced by EVA Optic.
- 8.12. EVA Optic can never be held liable for any damage the other party suffers due to an installation temporarily not functioning during the period that a product is defective, the warranty claim is being assessed, and/or a product is being replaced or being repaired.
- 8.13. EVA Optic is not responsible or liable for the checking or testing of the mountings and mounting materials of products (including supplied mountings).
- 8.14. The warranty does not include any kind of installing, assembling, disassembling, reinstalling or reassembling of the product and/or the related costs, whether for the first time or not, and whether by the other party or a third party. EVA Optic's liability is at all times limited to what is included in Article 9.
- 8.15. Work activities in the context of the warranty are performed in EVA Optic's factory.
- 8.16. In exceptional cases, support can be provided on location, but only within the warranty period. The assessment for the need of support on location lies solely with EVA Optic. If the other party rightly makes a warranty claim and EVA Optic wants to take care of a repair or replacement of the product on location, the other party is obliged to grant the necessary cooperation to EVA Optic, which is understood to mean—but is not limited to—the possibility for EVA Optic to perform repair work on location within office hours (from 8:00 a.m. to 6:00 p.m.). The other party must make sure that all necessary equipment and machinery are on-site in order to be able to access the products safely in order to analyse and to possibly repair/replace.
- 8.17. If one of the circumstances mentioned in Article 9.7 is applicable, the warranty claim will not be honoured.
- 8.18. Warranty claims will not suspend the other party's payment obligation.

Article 9. Liability

- 9.1. EVA Optic may not be bound to compensate any damage, that is directly or indirectly caused by:
 - a. an event, that is in fact outside its control and can therefore not be attributed to its actions and/or inaction, as is, among others, described in Article 10;
 - b. any action or negligence of the other party, its subordinates, or any other persons, that were employed by or because of the other party.
- 9.2. The colours or light colours that can be found on the websites and in media and marketing materials by EVA Optic may deviate from the actual colours of the product or because of a difference in screen displays and printing materials used. EVA Optic is not liable for such colour deviations.
- 9.3. EVA Optic is not liable for mutilation or loss of data as a result of the data being sent with the help of telecommunication facilities.
- 9.4. Any liability of EVA Optic for consequential damage, such as company damage, reputation damage, labour costs, imposed fines, loss of profit and/or suffered loss, delay damage and/or personal damage or personal injury, and/or indirect damage, such as—but not limited to—damage arising from erroneous advice from third parties, is expressly excluded.

- 9.5. The other party is bound to take all the measures that are necessary, or may be or must be necessary in order to prevent or limit the damage. The other party must give EVA Optic the opportunity to remove the damage.
- 9.6. The other party must address EVA Optic to make a claim for the damage suffered by him/her within 2 months after he/she became aware of or could have been aware of the damage suffered by him/her.
- 9.7. The other party may not make a warranty claim nor hold EVA Optic liable on any other grounds if the damage has arisen:
- a. as a result of inexpert installation, assembly and/or usage in breach of the purpose of the delivered product or products or in breach of the product instructions or instructions, advice, user instructions, data sheets, package leaflets, etc., provided by or on behalf of EVA Optic.
 - b. If the application falls outside the scope of normal usage. Normal usage for products for permanent application under water is understood to mean:
 1. Minimum water temperature: 10°C
 2. Maximum water temperature: 35°C
 3. Maximum chlorine level water:
 - Indoor pool – Free available chlorine: $0.5 \leq \text{VBC} \leq 1.5 \text{ mg/l}$
 - Outdoor pool $\geq 20 \text{ m}^2$ – Free available chlorine: $0.5 \leq \text{VBC} \leq 3.0 \text{ mg/l}$
 - Outdoor pool $< 20 \text{ m}^2$ – Free available chlorine: $0.5 \leq \text{VBC} \leq 5.0 \text{ mg/L}$
 - All basins – Bound available chlorine: $< 0.6 \text{ mg/l}$
 4. No application in saltwater or seawater
 5. Minimum free space at the front, at the back and around luminaires and camera: 10 cm (also, for example, pay attention to the position of a movable base)
 6. The basin and the accessories present must be free of electrolysis
 7. In order to prevent electrolysis, installation housings must be correctly earthed
 8. Between the luminaire or camera and the power supply, a solid original EVA Optic cable must be used

Normal usage for products for application outside the water is understood to mean:

 9. Maximum level of Trichloramine in the air: 0.50 mg/m³ air (Target value: 0.20 mg/m³ air)
 10. Maximum level of Ozone in the air (if applicable): 120 ug/m³ 1-hourly value
 11. Minimum ambient temperature: 10°C
 12. Maximum ambient temperature: 35°C
 13. Maximum relative air humidity in swimming pool room: 60%
 14. Minimum free space around the luminaire and power supply for air circulation for cooling: 10 cm
 15. Minimum free space at the front of the luminaire and at the front of the possible heat sink for the air circulation for cooling: 15 cm
 16. Location of the luminaires: if not further specified, the products are suitable to be applied in an indoor climate with normal office conditions.
 17. Lumen Maintenance of 50,000 L80 B20

The other party is responsible for supplying the necessary burden of proof to EVA Optic, so that it can be used as the basis with which it can be determined whether the requirements for normal usage as described in detail in this Article have been complied with.
 - c. as a result of inexpert stocking (storage) of the delivered products;
 - d. as a result of mistakes or inadequacies in the information or amendments provided to EVA Optic by or on behalf of the other party with respect to the information initially provided with regard to the application in accordance with what is determined in Articles 19 and 20 of these conditions;
 - e. as a result of not complying with local rules, laws and standards with regard to the products as well as the mountings;
 - f. as a result of not, or insufficiently, having the safety of the installation of which the products are a part of independently checked in accordance with the locally applicable rules, laws, standards, and advice issued by EVA Optic;
 - g. as a result of inexpert installation, assembly or disassembly by the other party or third parties engaged by him/her;
 - h. as a result of advice, amendments or instructions of, or on behalf of, the other party or third parties engaged by the other party;

- i. because reparations or other work activities or modifications of the delivered product or products have been performed by, or on behalf of, the other party, without explicit prior permission by EVA Optic;
 - j. not or not only the original EVA Optic parts, wiring, mounting materials and accessories were used.
- 9.8. EVA Optic is not responsible or liable for the mountings, the checking or testing of the mountings and mounting materials of products (including supplied mountings).
- 9.9. The other party is responsible for the safety and checking of products and mountings and general safety according to the nationally applicable laws, rules and standards.
- 9.10. The warranty expires if, among other things, malfunctions in an installation cause, for example, ambient temperatures or chlorine levels in the air to fall outside the scope of normal usage.
- 9.11. EVA Optic is never liable for the applicability and safety of its products in a specific environment/application. Responsibility and assessment of the application of a product in a certain environment/application lies with the other party.
- 9.12. EVA Optic is never liable for the quality of, and the compatibility with, the installation in which/to which the products are connected.
- 9.13. If EVA Optic is liable for the damage suffered by the other party, EVA Optic's damage compensation obligation will at all times be limited to a maximum of the amount that will be paid out by its insurer in this particular case. If EVA Optic's insurer will not pay out or the damage does not fall within the scope of any of the insurances that EVA Optic has taken out, EVA Optic's damage compensation obligation is limited to a maximum of the invoice amount of the delivered products to which the liability applies.
- 9.14. The other party is fully liable for all damage resulting from the cases as described in paragraph 7 of this Article and expressly indemnifies EVA Optic for all claims of third parties for compensation related to this damage. The warranty expires irrevocably in the cases mentioned in paragraph 7.
- 9.15. The limitations of the liability included in this Article do not apply if the damage is due to intent and/or wilful recklessness of EVA Optic or its supervisory personnel at management level or if mandatory legal provisions are contrary to this. Exclusively in these cases, EVA Optic will indemnify the other party for any claims of third parties against the other party.

Article 10. Force majeure

- 10.1. Force majeure on the side of EVA Optic is understood to mean, among others: war, civil disturbance, mobilisation, domestic and foreign riots, governmental measures, strikes within the organisation of EVA Optic and/or the other party or a threat of these, and other similar circumstances, disruption of the exchange rates existing at the time of the conclusion of the agreement, interruption of business as a result of fire, burglary, sabotage, natural phenomena and similar circumstances, also as a result of weather conditions, roadblocks, accidents and similar circumstances, transport difficulties that arise, delivery problems, terrorism, epidemics, theft, power failure, internet failure, failure in email traffic, computer intrusion by a third party, amendments of laws and regulations.
- 10.2. Force majeure is also understood to mean a non-attributable failure on the part of a supplier of EVA Optic or a third party engaged by EVA Optic.
- 10.3. EVA Optic also has the right to claim force majeure if the circumstance that hinders the (further) compliance occurs after EVA Optic should have fulfilled its commitment.
- 10.4. In case of force majeure, EVA Optic is entitled to terminate the agreement or suspend the compliance of its obligations towards the other party for a reasonable period without being bound to any damage compensation.

Article 11. Intellectual property rights

- 11.1. The other party must respect the intellectual property rights that cover the products and accessories, including software applications, as well as marketing materials and printed materials, including the website, including texts and images of products, at all times.

Article 12. Customer service

- 12.1. If the other party has any questions about the order, would like to submit a complaint, or make a warranty claim, the other party may contact EVA Optic's customer service. EVA Optic's customer service can be contacted in the following ways:
- a. via the email address support@evaoptic.com

- b. via the phone number +31 (0)38 – 33 75 067
- 12.2. Complaints submitted to EVA Optic will be answered within a period of 14 days, starting from the date of receipt. If a complaint requires a foreseeable longer handling time, EVA Optic will respond in the form of a message of receipt and an indication of when the other party may expect a more complete answer within the period of 14 days.

Article 13. Confidentiality

- 13.1. Both parties are obliged to observe confidentiality of all confidential information that they have received from each other or from another source in the context of their agreement. Information will be understood to be confidential when this has been communicated by EVA Optic to the other party or by the other party to EVA Optic or if this results from the nature of the information. The party that has received confidential information will only use this for the purpose for which it was provided.
- 13.2. If EVA Optic is bound to provide confidential information to a third party designated by the law or the competent court on the basis of a legal provision or a court ruling and EVA Optic cannot claim a legal right to refuse or a right to refuse acknowledged or permitted by the competent judge, EVA Optic will not be bound to any damage compensation or indemnification.

Article 14. Applicable law and competent court

- 14.1. Exclusively Dutch law applies to the agreement concluded between EVA Optic and the other party. The applicability of the Vienna Sales Convention is excluded.
- 14.2. Any conflicts will be adjudged by the competent court in the city where EVA Optic is located, although EVA Optic will always remain able to refer the dispute to the competent court in the place where the other party is located. The consumer is given one month after EVA Optic has invoked this clause against the consumer in written form, in order to choose the court that is competent for the resolution of the dispute according to the law.

CHAPTER 2: COMPANIES

The conditions included in this chapter 2 “Companies” are applicable, without prejudice to the applicability of chapter 1 of these general conditions, if the other party is a company.

Article 15. Offer, quotations and lighting calculation

- 15.1. All calculations, offers, or quotations by EVA Optic are non-binding, unless they contain a period for acceptance. If a quotation or offer contains a non-binding offer and this offer is accepted by the company, EVA Optic has the right to revoke the offer within two (2) workdays after receipt of the acceptance.
- 15.2. The prices mentioned in the offers, quotations, price lists, etc. are exclusive of VAT and any additional costs, such as transport costs, shipping costs, administration costs and invoices from any third parties engaged.
- 15.3. Any assembled quotation does not oblige EVA Optic to deliver a part of the offer included in this quotation at a corresponding part of the price.
- 15.4. If the offer is based on information provided by the company, and this information appears to be incorrect or incomplete or changed afterwards, EVA Optic is entitled to change the prices and/or delivery times mentioned in the offer.
- 15.5. Offers, quotations and prices do not automatically apply to repeat orders.
- 15.6. EVA Optic cannot be bound to its lighting calculations and lighting simulations, quotations or offers if the company can reasonably understand that the lighting calculations and lighting simulations, quotations or offers, or a part of these, contain a manifest error or writing error.
- 15.7. Shown and/or issued samples and models, specifications of colours, measurements, weights, light levels, light colours, wattage and other descriptions in brochures, promotional material and/or on EVA Optic’s website are as accurate as possible, but only serve as indications. The company may derive no rights from these.
- 15.8. The samples and models mentioned in the previous paragraph remain the property of EVA Optic and must be returned at the company’s expense to EVA Optic on its first request.
- 15.9. A lighting calculation is a simulation of the effect of the suggested lighting products in a certain situation. On the basis of the information provided by the company, a lighting calculation that simulates, the practical situation as well as possible, will be made. However, it is still only a simulation, and therefore no rights may be derived from lighting calculations.
- 15.10. The other party is responsible for delivering complete and correct information on the basis of which a correct lighting calculation can be made. If the provided information with regard to, for example, measurements, materials and finishes of walls/floors/ceilings, reflection values, colours are different from the practical situation, the situation as described in the light calculation will not correspond to the actual situation. EVA Optic is not responsible for any non-compliance with the calculated and quoted light levels.

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Article 16. Conclusion of the agreement

- 16.1. The agreement is concluded after the company has logged in on the website and has successfully completed the order process via the website, or after the company has accepted the offer made by EVA Optic, even when this acceptance differs from the offer on minor points. However, when the company’s acceptance differs from the offer on important points, the agreement will not be concluded until EVA Optic has expressly agreed with the deviations in written form.
- 16.2. After the agreement has been concluded via the website, EVA Optic will send the company a confirmation via email. The agreement cannot be concluded via the website until the company has selected that he/she accepts these general conditions during the order process.
- 16.3. If the company commissions EVA Optic with any tasks or places an order without a prior offer, EVA Optic is not bound to this task or offer until EVA Optic has confirmed this task or offer to the company in written form.
- 16.4. EVA Optic is not bound to oral agreements until it has confirmed these to the company in written form, or as soon as EVA Optic—without the company’s objection—has started executing these agreements.

Article 17. Account

- 17.1. In order to be able to place an order via the website, the company must log in on the website. The company may submit a request to EVA Optic in order to receive login details. EVA Optic is not obliged to honour such a request.
- 17.2. The company is responsible for its account on the website and the login details at all times. The company must keep its login details confidential. EVA Optic may not be held liable if unauthorised third parties make use of the login details of the company. If the company observes that an unauthorised third party is using its account, the company must inform EVA optic of this as soon as possible.

Article 18. Price increases

- 18.1. If, between the date of conclusion of the agreement and the fulfilment of it, price increasing circumstances or cost price increasing circumstances occur as a result of laws and regulations, currency fluctuations, or price changes by third parties or suppliers etc. engaged by EVA Optic, then EVA Optic is entitled to increase the agreed upon price accordingly and to charge the increase to the company. The company will be informed of such a price increase as soon as possible.

Article 19. Provision of information from the other party

- 19.1. The other party must ensure and commits itself to:
- a. provide EVA Optic, in a timely manner, with all information that is necessary and relevant to the judgment of EVA Optic for the fulfilment of the agreement or for giving adequate advice in the manner specified by EVA Optic;
 - b. directly inform EVA Optic about developments, facts and/or circumstances that are taking place within its organisation that are relevant to EVA Optic and that are or may be of importance in relation to the fulfilment of the agreement or the giving of advice;
 - c. immediately inform EVA Optic about changes in the (desired) application of the product, the manner of installation, the environmental factors, etc., if the company knows or reasonably should have known that these changes would be of influence on the agreement or the advice that is to be given; *Examples of this are: measurements including heights, materials and finishes of walls/floors/ceilings, reflection values, colours;*
 - d. ensure that any data carriers, electronic files, etc. provided to EVA Optic by the company are free of viruses and/or defects.
- 19.2. That which is specified in paragraph 1 sub a is understood to mean that the company is obliged to inform EVA Optic about the (desired) application of the product, the manner of installation, the environmental factors, etc. prior to the agreement or the requested advice.
- 19.3. That which is specified in paragraph 1 sub b and c is understood to mean that the company is obliged to actively keep EVA Optic informed of all relevant developments and changes, of which the company knows or should know that these are or may be of influence on the agreement or the requested advice, not only prior to the agreement or the requested advice, but at all times. These include mounting techniques, installation conditions and material usage.
- 19.4. The company will ensure and guarantee that the information provided by it is correct, complete and reliable, also when this information is provided by third parties, and indemnifies EVA Optic for claims by third parties that result from the information being incorrect and/or incomplete.
- 19.5. If the obligations mentioned in this Article have not been complied with in time, EVA Optic is entitled to suspend the fulfilment of the agreement or the advice until the company has complied with its obligations. The costs in relation to the incurred delay and other consequences that result from this are at the company's expense and risk.
- 19.6. The company is responsible for assessing whether a product is suitable for the application and environment it is used for. So, assessment with the product regulations (to be found in EVA product data sheets) and normal usage (see warranty conditions) are to be done by the company. EVA Optic is not responsible for indicating whether a product is or is not suitable for the company's application.

Article 20. Obligations of the company

- 20.1. All products supplied by EVA Optic may exclusively be resold by the company in the original packaging originating from EVA Optic or its supplier. The company may not make any changes to the original packaging and must avoid damage.
- 20.2. The company is bound to install or mount, use, and maintain the delivered product in accordance with the supplied manuals. If this Article is not being complied with, the warranty will not be valid.

- 20.3. Changes or modifications in the installation or mounting, the use, or the maintenance must be reported to EVA Optic within 24 hours, if the company knew or reasonably must have known that these changes or modifications are of influence on EVA Optic's advice or products.
- 20.4. If the company does not comply with its obligations and EVA Optic omits to demand compliance of the company, this shall be without prejudice to EVA Optic's right to demand compliance at a later time.
- 20.5. If the company does not comply with its obligations that result from the law towards EVA Optic fully or in a timely manner, or if the company acts unlawfully towards EVA Optic, the company is liable for all damage that EVA Optic suffers because of that, and EVA Optic is entitled to suspend the fulfilment of the agreement.

Article 21. Delivery and delivery periods

- 21.1. All shipments are sent under Incoterms EXW (Ex Works/Ex-Factory). This means that the company is responsible for payment of all shipping costs, such as, but not limited to, shipment, insurance, clearance, customs charges, taxes and duties.
- 21.2. The company can pick up the order at EVA Optic, or EVA Optic will take care of transporting the order at the request of the company and at the company's expense and risk.
- 21.3. If the company picks up the order at EVA Optic, EVA Optic will inform the company of the moment when the order is ready.
- 21.4. If the order is sent to the company at the request of the company, the shipment will be sent to the specified address after receipt of payment according to the agreed upon delivery time.
- 21.5. Agreed upon delivery times may never be considered to be strict deadlines. If EVA Optic does not comply with its delivery obligations stated in the agreement or does not comply in time, the company must issue a notice of default in written form to EVA Optic, in which EVA Optic is given a reasonable period in order to comply with its delivery obligations.
- 21.6. EVA Optic is entitled to make partial deliveries; each partial delivery may be invoiced by EVA Optic.
- 21.7. The risk regarding the delivered products transfers to the company at the moment of delivery. The moment of delivery is understood to mean in these general conditions: the moment on which the products that are to be delivered leave EVA Optic's building, warehouse or store, or the moment on which EVA Optic communicates to the company that these products can be picked up by him/her.
- 21.8. Shipments or transport of the ordered products occurs in a manner that is to be determined by EVA Optic, but is at the company's expense and risk. EVA Optic is not liable for any damage, of any kind—whether or not to the products themselves—that are related to the shipping or the transport.
- 21.9. If it does not appear to be possible to deliver the products to the company (in the agreed upon manner), due to a cause within the scope of the risk of the company, or if the products are not picked up, EVA Optic is entitled to store the products at the company's expense and risk. Unless EVA Optic has expressly specified another period in written form, the company must enable EVA Optic to deliver the products within 1 month after notification of the stored products or the company must pick up the products within this period.
- 21.10. If the company has failed to comply with its obligation to take possession of products after the period mentioned in paragraph 9 of this Article has ended, it is immediately in default. EVA Optic then has the right to entirely or partially terminate the contract and to sell the products to third parties with immediate effect, without judicial intervention, by means of a written declaration. All this without any obligation for EVA Optic to compensate damage, costs and interest.
- 21.11. The aforementioned shall not affect the company's obligation to compensate EVA Optic for any storage costs or other costs, delay damage, transport costs, loss of profit or any other damage.
- 21.12. EVA Optic may not be obliged to start delivering the products until it has received all information necessary for this and any agreed upon payment or advance payment from the company. If delay arises because of this, the delivery times are prolonged proportionally.

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Article 22. Complaints

- 22.1. The company must check the order immediately upon receipt and communicate any defects and/or deficiencies in the delivered order to EVA Optic in written form within 48 hours after having received the products.

Article 23. Packaging

- 23.1. If the products are delivered by EVA Optic in packaging that is meant to be used multiple times, the packaging remains the property of EVA Optic. This packaging may not be used by the company for purposes other than those for which they are intended.
- 23.2. EVA Optic is entitled to charge a compensation fee for this packaging to the company. If the packaging is returned by the company free of charge within the agreed upon period, EVA Optic is obliged to take back this packaging, and EVA Optic will repay the compensation fee charged to the company.
- 23.3. If the packaging is damaged, incomplete, or lost, the company is liable for this damage, and its right to repayment of the compensation fee expires.
- 23.4. If the damage as defined in paragraph 3 of this Article turns out to be higher than the charged compensation fee, EVA Optic is entitled to refuse to take back the packaging. EVA Optic may charge the company with the cost price of the packaging, minus the compensation fee paid by the company.
- 23.5. If the packaging is intended for single use, EVA Optic is not obliged to take back the packaging, and it is entitled to leave this packaging with the company. Any costs for disposing of this packaging will be borne by the company.

Article 24. Payment

- 24.1. Payment by the company initially occurs under the condition of advance payment in euros (EUR). Shipment takes place after receipt of payment. Different payment conditions are only possible after permission by EVA Optic in written or electronic form. EVA Optic retains the right to change the payment conditions back to advance payment at any time it wishes. The correctness of an invoice is established when the company has not objected within this payment period.
- 24.2. Orders placed via the website may be delivered on account if EVA Optic has given consent to this.
- 24.3. If there was no advance payment, the company must pay the invoice amount at least within 30 days after the invoice date, in euros (EUR), by transferring the money to a bank account specified by EVA Optic.
- 24.4. EVA Optic is always entitled to claim partial or full advance payment or any other security for payment from the company. 10
- 24.5. If an invoice has not been paid in full after the period mentioned in paragraph 1 has ended, the company owes EVA Optic a default interest of 2% per month, calculated cumulatively on the principal sum. Parts of a month shall count as a full month.
- 24.6. If no payment has been made after a reminder has been sent by EVA Optic, EVA Optic is also entitled to charge extrajudicial collection expenses to the company.
- 24.7. If there are claims with a principal sum of a maximum of € 25,000.00, the extrajudicial collection expenses mentioned in paragraph 6 amount to:
 - a. 15% of the amount of the principal sum on the first € 2,500.00 of the claim;
 - b. 10% of the amount of the principal sum on the next € 2,500.00 of the claim;
 - c. 5% of the amount of the principal sum on the next € 5,000.00 of the claim;
 - d. 1% of the amount of the principal sum on the next € 15,000.00 of the claim.
 At least €150.00 worth of extrajudicial collection costs will be charged to the company in these cases.
- 24.8. If the principal sum amounts to more than € 25,000.00, EVA Optic is entitled to charge the company extrajudicial collection expenses on the first € 25,000.00 in accordance with paragraph 7 of this Article and, for larger sums, to charge to the company extrajudicial expenses of 10% of the surplus amount.
- 24.9. For the calculation of the extrajudicial collection expenses, EVA Optic is entitled to increase the principal sum of the claim with the default interest cumulatively accumulated in that year in accordance with paragraph 4 of this Article after 1 year.
- 24.10. If the company still fails to pay the entire sum, EVA Optic is entitled to terminate the agreement without any further notice or judicial intervention by means of a written declaration, or to suspend its obligations from the agreement until the payment has been made, or the company has issued sound security for payment. EVA Optic also has the aforementioned suspension right if it already had justifiable reasons to doubt the company's creditworthiness before the company was in default.
- 24.11. EVA Optic will first deduct payments made by the company from all payable interest and costs and then from the payable invoices that have been outstanding the longest.
- 24.12. The company is not entitled to offset claims by EVA Optic against possible counterclaims it has on EVA Optic. This also applies when the company requests (temporary) suspension of payments or has been declared to be bankrupt.

Article 25. Retention of title

- 25.1. EVA Optic retains ownership of all delivered and yet to be delivered products pursuant to the agreement until the company has complied with all of its payment obligations towards EVA Optic.
- 25.2. The payment conditions mentioned in paragraph 1 consist of the payment of the purchase price of the delivered and to be delivered products, plus claims relative to work performed that is related to the delivery and claims due to the company attributable falling short in complying with its obligations, including the payment of damage compensation, extrajudicial collection expenses, interest and possible fines.
- 25.3. EVA Optic also retains ownership of the displayed, provided or delivered models and samples etc., so the provisions in this Article also apply to those products.
- 25.4. If there is a delivery of identical, non-individualised products, the product batch corresponding to the oldest invoices will always be deemed to have been sold first. Therefore, all delivered products that are still in stock, in the store and/or inventory of the company at the time of invoking retention of title are subject to retention of title.
- 25.5. Products that are subject to retention of title may be resold by the company in the context of its normal business operations, on the conditions that it has also stipulated retention of title on the delivered products with respect to its customers.
- 25.6. As long as the delivered products are subject to retention of title, the company is not competent to encumber these products with a limited right or to put them at the disposal of a financier in any way.
- 25.7. The company is obliged to immediately inform EVA Optic if third parties pretend to have property rights or other rights on the products that are subject to retention of title.
- 25.8. The company is obliged to store the products that are subject to retention of title carefully and as identifiable property of EVA Optic until it has complied with all its payment obligations towards EVA Optic.
- 25.9. The company must take out company insurance or inventory insurance so that the products that have been delivered under retention of title will also be covered by insurance at all times, and the company will make the insurance policy and related premium payment proofs available for EVA Optic at its first request.
- 25.10. If the company contravenes the provisions in this Article or EVA Optic invokes the retention of title, EVA Optic and its employees will have the irrevocable right to enter the site of the company and to take back the products delivered under retention of title. This shall be without prejudice to EVA Optic's right to compensation for damage, loss of profit and interest and possible fines and the right to terminate the agreement without any further notice, by means of a written declaration.

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Article 26. Intellectual property rights

- 26.1. The intellectual property rights on all advice, lighting calculations and lighting simulations commissioned by the company and made by EVA Optic belong to EVA Optic.
- 26.2. EVA Optic is and remains the rights holder of all rights of intellectual property which are vested in, arise from, are related to and/or belong to the designs, products, software and any other work within the meaning of the copyright law that have been delivered to or put at the disposal of the company by EVA Optic. The company must respect these intellectual property rights at all times.
- 26.3. The company guarantees that all information to be provided or provided by the company to EVA Optic does not infringe the copyright law or any other intellectual property rights of third parties. The company is liable for any damage that EVA Optic suffers as a result of such infringements and indemnifies EVA Optic for claims from these third parties.
- 26.4. The company is expressly not allowed to give to third parties, reproduce, make public or exploit, among others, but not limited to, the designs, models, samples, advice and other intellectual products by EVA Optic, in the broadest sense of the term, with the engagement of third parties or not.
- 26.5. The company is also not allowed to provide third parties with the goods mentioned in paragraph 2, except to obtain an expert opinion on EVA Optic's products. The company will impose its obligation on the basis of this Article to the third parties engaged by the company in the aforementioned case.
- 26.6. If there is a violation of the prohibition contained in paragraph 4 or 5, or a violation of the scope of these provisions, the company forfeits an immediately and instantly demandable fine of € 50,000.00 (fifty thousand euros) per violation and € 5,000.00 (five thousand euros) for each day that the violation lasts with no prior summons or notice of default, without EVA Optic being bound to prove

that it has suffered damage, and without prejudice to EVA Optic's right to claim damage compensation, if and insofar the damage exceeds the amount of the fine.

Article 27. Termination

- 27.1. Notwithstanding that which is specified in the other Articles of these general conditions, EVA Optic is entitled to terminate the agreement, without any prior notice of default and without judicial intervention, by means of a written declaration to the company, at the moment the company:
- a. has been declared bankrupt or has applied for bankruptcy;
 - b. requests (temporary) suspension of payments;
 - c. is subjected to forced sale of collaterals;
 - d. is placed under guardianship or receivership;
 - e. loses its power of disposition or capacity in relation to its assets or parts thereof in any way.
- 27.2. The company is at all times obliged to inform the curator or administrator of the (contents of the) agreement and these general conditions.
- 27.3. Also, EVA Optic is authorised to terminate the agreement if circumstances arise which are of such a nature that compliance with the agreement is impossible or can no longer be demanded according to the rules of reasonableness and fairness or if any other circumstances occur which are of such a nature that unaltered continuation of the agreement may not reasonably be expected.
- 27.4. If EVA Optic proceeds to suspension or termination, it is in no way whatsoever bound to compensate damage and costs that result from that in any way whatsoever.
- 27.5. If the agreement is terminated, EVA Optic's claims on the company are immediately demandable. If EVA Optic suspends the compliance with the obligations, it will retain its claim ensuing from the law and the agreement.
- 27.6. EVA Optic always retains the right to claim damage compensation.

Article 28. Cancellation and suspension

- 28.1. If the company wishes to cancel the agreement prior to or during the fulfilment of it, it owes damage compensation to EVA Optic that is to be further specified by EVA Optic. This damage compensation will entail all the costs already incurred by EVA Optic and its suffered damage, including the loss of profit, as a result of the cancellation. EVA Optic is entitled to fix the aforementioned damage compensation and charge—to its own choice and depending on the deliveries that have already been carried out—at 50% to 100% of the agreed upon price to the company. 12
- 28.2. If EVA Optic acts with haste for the company at the request of the company and the company wishes to cancel the agreement prior to or during the fulfilment of it, the company owes damage compensation to EVA Optic. This damage compensation entails at least the entire agreed upon price and the damage suffered due to cancellation, including the loss of profit.
- 28.3. The company is liable for the consequences of the cancellation towards third parties and will indemnify EVA Optic with regard to claims by third parties that result from this.
- 28.4. EVA Optic is entitled to offset all amounts already paid by the company against the damage compensation payable by the company.
- 28.5. If the agreed upon deliveries are suspended at the request of the company, all costs that have been incurred at that moment will be directly demandable and EVA Optic will be entitled to charge these to the company. EVA Optic is also entitled to charge all costs incurred or to be incurred to the company during the suspension period.
- 28.6. If the fulfilment of the agreement cannot be resumed after the agreed upon suspension duration, EVA Optic is entitled to terminate the agreement, without judicial intervention, by means of a written declaration to the company. If the fulfilment of the agreement is resumed after the agreed upon suspension duration, the company is bound to compensate EVA Optic for any costs resulting from this resumption.

Article 29. Company data

- 29.1. EVA Optic will handle the information provided by the company in a confidential manner and only give it to third parties insofar this is required for the fulfilment of the agreement.
- 29.2. If and insofar as the company requests it, the documents made available to EVA Optic will be returned to the company, except in such cases that EVA Optic has suspended the right to compliance with all its obligations.

Article 30. Period of limitation

30.1. Claims and other authorisations of the company towards EVA Optic of any kind whatsoever will expire after a period of at least 1 year starting from the moment a fact occurs for which the company can use these rights and/or authorisations against EVA Optic.

Article 31. Rental of Tools and Materials

31.1. For the conditions for rental of tools and materials by EVA Optic to the company, EVA Optic refers to the document "Rental Conditions Tools and Materials EVA Optic".