

GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY :

AAA-LUX B.V. at Eindhoven

Scope of application : Delivery of LED lighting fixtures and their use

General terms and conditions of delivery for the private company AAA-LUX B.V. with its registered office and place of business at Fijenhof 4 in Eindhoven, filed at the Chamber of Commerce and Industry for East Netherlands in Eindhoven on 26th of July 2010 under the number 72529830.

1. General statement

1.1.

Unless otherwise agreed in writing these general terms and conditions apply to all offers from and agreements with AAA-LUX B.V. insofar as the parties do not explicitly derogate from these general terms and conditions in writing.

1.2.

Additions, amendments, further agreements or regulations, derogating clauses to the agreement or these general terms and conditions, in which AAA-LUX enters into obligations or agrees to a lower sales price, will not be deemed to have been agreed on between the parties as long as they have not been confirmed in writing by AAA-LUX. AAA-LUX reserves the right at all times to refrain from using the clauses contained in these general terms and conditions.

1.3.

The terms and conditions here below remain exclusively applicable even if the letterheads, invoices and/or other documents coming from the other party refer to or state that his/her or other general terms and conditions apply. Unless this is agreed on in writing, the applicability of general terms and conditions or clauses of the other party is explicitly ruled out and dismissed. If there is a conflict between the terms and conditions here below and the provisions of the agreement, the provisions of the agreement will prevail.

2. Offers and agreement :

2.1.

All offers, stock lists and official lists are always subject to confirmation. All offers apply for the time period stated in the offer. If no time period is stated the offer applies for twenty days. AAA-LUX can extend an offer by notifying the other party in writing, also stating the duration of the extension. There will be no agreement, and an order will not be deemed to have been accepted, even if a representative or reseller is used, until it has been confirmed in writing by AAA-LUX or, after conclusion of the agreement or receipt of the order, AAA-LUX has executed it. For sales from stock or warehouse stock, the invoice may replace the written confirmation.

The power of attorney of the representative or reseller does not extend further than is customary. The representative or reseller may not derogate from these conditions other than pursuant to explicit written power of attorney given for each agreement separately.

3. Prices :

3.1.

Prices for delivery in the Netherlands are exclusive of VAT, ex-factory unless otherwise agreed in writing.

3.2.

Prices are at all times expressed in euros, exclusive of the freight, import and export duties, terminal charges, safekeeping, inward clearance and insurance costs, taxes or other duties with regard to the agreement.

3.3.

If no price has been agreed on, the other party will be charged the prices and rates used at the time of delivery by AAA-LUX.

3.4.

All deliveries take place at the agreed prices, subject to the proviso that if materials, packaging, raw materials, semi-finished products, wages, premiums of any kind, freight, taxes, currency exchange rates and/or other factors, which help determine the price of the goods, undergo a change after entering into the Agreement, AAA-LUX is entitled to amend its prices accordingly.

Any such price amendment does not entitle the other party to dissolve, or seek dissolution of, the agreement unless the price amendment concerns an increase of more than 15%.

3.5.

All prices will be indexed/adjusted annually as of 1 January by the cost-of-living index of Statistics Netherlands. If the publication of this annual index figure is discontinued, a price index figure that corresponds to it insofar as possible, agreed on by parties in mutual consultation and in the absence thereof by way of binding advice given by Statistics Netherlands or its legal successor, will replace it.

4. Delivery and risk :

4.1.

The indicated delivery times only apply by way of information and are approximate. If AAA-LUX is dependent on further details to be provided by the other party, the delivery term commences once AAA-LUX has received all these details. Exceeding the indicated delivery term does not entitle the other party to dissolve the agreement, refuse payment or otherwise fail to comply with his/her obligations. Likewise exceeding the delivery term does not require AAA-LUX to compensate damage by whatever name and for any reason.

4.2.

If not otherwise agreed, the risk for the goods during the transport is for account of the other party from the point in time that the goods leave the business/warehouse of AAA-LUX or its suppliers. Therefore, during the transport the risk for the goods is for the other party. AAA-LUX is free in the choice of loading, transport means and carrier/transporter unless otherwise agreed.

4.3.

For goods that are sold carriage paid the risk for the goods is for account of the other party from the time of delivery. Delivery will mean: placing the goods under the control of the other party. The goods are also for account and risk of the other party from the time at which the other party fails to carry out the actions that he/she must carry out in order to cooperate with the delivery. The other party is in default if he/she does not accept the goods immediately after expiry of the agreed delivery time at the place of delivery. The other party must make adequate material and staff available for quick and undisturbed unloading of the goods. Extra costs arising due to negligence of the other party, including those for storage of the goods not yet accepted, are for account and risk of the other party. The date of the consignment note on which the dispatch, either by AAA-LUX or by third parties as mentioned here above, takes place, applies as date of

delivery or in the absence thereof the time at which dispatch was commenced, except for collected goods, for which the date on the delivery note applies as such.

4.4.

AAA-LUX is entitled to charge a fee to the other party for sustainable packaging of materials that will be stated on the invoice. Loading or filling the transport material and/or packaging made available by the other party takes place at the other party's account and risk even if it is carried out by AAA-LUX and/or AAA-LUX provided advice to the other party with regard to material and/or packaging or AAALUX carried out work in this respect. AAA-LUX is entitled to refuse to load material or fill packaging that does not comply with the requirements that should be made in relation to safety and reasonableness in its opinion. In the event of such a refusal, AAA-LUX is not liable for the consequences ensuing from the delay. The third parties as meant in the previous paragraph have the same rights and obligations referred to here.

4.5.

The other party is required to check the delivered goods after delivery for quantity, quality, specifications and other deviations from what was agreed; AAA-LUX is entitled to deliver a delivery in its entirety or in consecutive consignments. In the latter case, AAA-LUX is entitled to invoice each consignment separately to the other party and to request payment for it. If and as long as a partial delivery has not been paid for by the other party, AAA-LUX is not required to send the next consignment but at its discretion AAA-LUX is entitled without legal intervention to suspend or dissolve the agreement insofar as not yet carried out and without notifying the other party of default, without prejudice to its other rights including its right to compensation.

4.6.

If and insofar as proper performance of the Agreement requires, AAA-LUX is entitled to have certain services carried out by third parties.

4.7.

The other party is responsible for providing the details to AAA-LUX in a timely fashion that AAALUX indicates are necessary or which the Other Party should reasonably understand are necessary to perform the Agreement. If the Other Party has not provided the details required for performance of the Agreement to AAA-LUX in a timely fashion, AAA-LUX is entitled to suspend the Agreement and/or charge the extra costs ensuing from the delay to the Other Party according to the usual rates.

4.8.

AAA-LUX is not liable for damage of any kind because AAA-LUX relied on the incorrect or incomplete details provided by the Other Party, unless AAA-LUX should have been aware of this inaccuracy or incompleteness.

4.9.

The Other Party indemnifies AAA-LUX for any claims from third parties who suffer damage in relation to the performance of the Agreement which can be attributed to the Other Party.

5. Retention of title:

5.1.

All goods delivered and still to be delivered remain exclusive property of AAA-LUX until all claims, including in any case those for interest and extrajudicial and judicial costs referred to in Section 92 paragraph 2 of Book 3 of the Dutch Civil Code, that AAA-LUX has or will have against the other party have been paid in full.

5.2.

If the other party creates a new item from the goods delivered by AAA-LUX on which there is a retention of title, he/she acts in assignment of AAA-LUX and will keep the item for AAA-LUX. He/she will only become owner once the retention of title lapses because all of AAA-LUX's claims have been paid.

5.3.

As long as the title to the goods has not transferred to the other party, it may not pledge the goods or grant any third parties any right to them except within the normal operation of its business. At AAALUX's first request, the other party undertakes to cooperate with the creation of a pledge on the claims that the other party has or will have pursuant to onward delivery of goods to its customers. Insofar as AAA-LUX has other claims against the other party than those meant in article 5.1 and AAA-LUX has delivered goods to the other party on which there is no retention of title, the other party will create a nonpossessionary pledge in favour of AAA-LUX on these goods as security for the observance of its obligations and AAA-LUX accepts this nonpossessionary pledge. The other party will in all aforementioned cases sign a deed to create the pledge at AAA-LUX's first request. He/she will guarantee that he/she is authorised to pledge the goods and that no pledge or limited rights are vested in the goods, aside from the rights of AAA-LUX.

5.4.

The other party is required to keep the goods that are delivered under retention of title with the necessary care and as recognisable property of AAA-LUX. The other party will treat the goods referred to in this article with due care. He/she will insure the goods against all contingencies based on the invoice value. At first request, the other party will provide AAA-LUX with the name and address of the insurers and copies of the policies. Furthermore, at AAA-LUX's first request the other party, insofar as that has not already taken place by operation of law, will create an undisclosed pledge in favour of AAA-LUX on his/her claims in that respect against the insurer.

5.5.

AAA-LUX is entitled to take back goods that were delivered under retention of title and are still present at the other party's if the other party fails to comply with its payment obligations or is having or is expected to have payment problems. The other party will grant AAA-LUX access to his/her sites and/or buildings at all times in order to inspect the goods and/or exercise its rights.

5.6.

The aforementioned provisions do not affect the other rights accruing to AAA-LUX.

6. Complaints and guarantee:

6.1.

Complaints, by whatever name and of any kind, do not suspend the other party's payment obligation. Complaints are only accepted by AAA-LUX if they are lodged by registered letter sent to AAA-LUX within eight days of delivery of the goods. After expiry of the aforementioned period, the delivery applies as irrevocably and unconditionally accepted by the other party. Any actions must be initiated subject to lapse within one year of the complaint being made within the specified time. Proof that the complaint was made within the specified time lies with the other party. The other party will only be able to prove the accuracy of its complaint based on the goods, whereas furthermore the other party has the burden of proof that these goods are the same as those delivered by AAA-LUX and that the goods are in the same condition as they were when they left AAA-LUX's warehouse. Differences in quality, size, colours, finish and suchlike which cannot technically be avoided or which are generally admissible according to custom, do not constitute grounds for a complaint. Complaints will also only be honoured if AAA-LUX is allowed to inspect the goods in their original condition and in the original packaging. Only goods returned on AAA-LUX's orders and where moreover the complaint is found to be justified by AAA-LUX will be accepted by AAA-LUX. Return is for the other party's account and risk. For a complaint proven by the other party and found to be founded by AAA-LUX, at its discretion AAA-LUX will decide whether the goods which the complaint refers to are to be

replaced or credited to the other party, ruling out any other right of the other party to compensation. With regard to complaints, any partial delivery is deemed a separate delivery.

6.2.

A guarantee (as described hereinafter) is given if the products delivered by AAA-LUX during use no longer meet the minimum performance as described in the product specifications. The purchaser is entitled to present these to AAA-LUX for assessment within the set guarantee term. If no performances are described, a lighting fixture is deemed inadequate if it emits less than 50% of the asserted light flux. If no guarantee term is given, a guarantee term of one year will be adhered to. AAA-LUX is entitled at all times to repair or remedy the product within a reasonable time period. If this is not possible, AAA-LUX will offer a replacement product with comparable performance, such at AAA-LUX's discretion. AAA-LUX is entitled on replacement to charge the depreciation of the new value of the replacement product based on the economic lifespan of the product if a replacement product is offered, or to deduct it in the event of a cash payment. If no economic lifespan has been agreed on this will be eight years. If no replacement product is available, AAA-LUX is entitled at all times to make a cash payment.

6.3.

No guarantee will be given for defects that are caused by:- normal wear and tear- improper use - absence of or incorrect maintenance and/or neglect of the product.- improper installation or assembly by the other party or third parties, in particular if installation was carried out by an installer not certified by AAA-LUX- amendments or repairs by the other party or third parties - damage caused by forces of nature.

6.4.

The other party can only invoke the guarantee once it has complied with all its obligations with respect to AAA-LUX.

6.5.

No guarantee is given on products and delivered items that were not new at the time of delivery or items that were prescribed by the other party or delivered by or on his behalf.

6.6.

Guarantee on products lapses once the product is used or has been used for environmental or stress tests and checks.

7. Liability:

7.1.

If AAA-LUX is liable in any way, this liability is limited to the provisions of this clause.

7.2.

If AAA-LUX is liable for direct damage, this liability is limited to a maximum amount of the payment paid out by AAA-LUX's insurer, at least to a maximum of the amount of the invoice, at least that part of the order that the liability refers to. AAA-LUX's liability for direct damages is limited at all times to a maximum of EUR 1,000,000 (one million euros).

7.3.

In derogation to the provisions under 2. of this article, for an order with a term longer than six months liability is further limited to the amount of the fee owed for the last six months.

7.4.

Direct damage is exclusively understood to be:- the reasonable costs to establish the cause and scope of the damage, insofar as the establishment refers to damage in the meaning of these terms and conditions;- the reasonable costs incurred by the Other Party so that AAA-Lux's faulty performance corresponds to the Agreement unless the faultiness of the performance or the abovementioned costs cannot be attributed to AAA-LUX;- reasonable costs incurred to prevent or limit damage insofar as the Other Party demonstrates that these costs led to limitation of direct damage as meant in these general terms and conditions.

7.5.

AAA-LUX is never liable for indirect damage, including consequential damage, lost profits, lost savings and loss due to business interruption.

7.6.

The provisions for liability for direct damage included in these general terms and conditions do not apply if the damage can be blamed on intent or gross negligence of AAA-LUX.

8. Mark and quality:

8.1.

If goods delivered by AAA-LUX, under a special quality designation and/or mark, in particular the "AAA-LUX" mark, are delivered and invoiced to the other party by indication on the invoice and/or goods, he/she is required, subject to an immediately payable penalty not subject to

mitigation of at least EUR 100,000 per breach or event, to offer these goods to third parties under the same designation established by AAA-LUX, as well as in the event of resellers and/or legal succession, by whatever name, to impose this obligation including the abovementioned sanction on third parties, as well as to oblige third parties to impose this obligation in the abovementioned manner on their resellers and/or legal successors, by whatever name. The same fine per breach and/or event is also forfeited to AAA-LUX if he and/or his resellers and/or legal successors, by whatever name, offer goods contrary to reality under the special quality indication and or mark carried by AAA-LUX, in particular under the mark "AAA-LUX". The indication on the invoice line is decisive, the invoice header is not decisive.

9. Force majeure:

9.1.

In the event of force majeure, at its own discretion AAA-LUX is entitled to suspend the performance of an agreement in full or in part for the duration of the circumstances constituting force majeure, or to dissolve the purchase, insofar as it is affected by the circumstances causing force majeure, without the other party having any claim to any compensation.

9.2.

Circumstances constituting force majeure are considered to include: strike, lockout, fire, water damage, natural disasters or other external disasters, mobilisation, war, transport impediments, blockades, import or export barriers or other government measures, interruption or delay in the delivery of raw materials or machine parts, lack of shipping space, lack of workers, as well as any circumstance meaning that the normal course of affairs of the business is hampered as a result of which AAA-LUX cannot reasonably be expected to comply with the agreement.

9.3.

AAA-LUX is also entitled to invoke force majeure if the circumstances preventing further observance occur once the other party should have complied with its obligations.

10. Payment:

10.1.

The amounts that the other party has to pay to AAA-LUX pursuant to any legal relationship (for example an agreement) are due in full on the conclusion of the legal relationship unless otherwise agreed. If and insofar as monetary amounts are not due in accordance with the foregoing, then the monetary amounts are due in full and on demand after the complete or partial delivery of the goods. Insofar as the monetary amounts that the other party owes to

AAA-LUX are not yet due in accordance with the foregoing then payment of AAA-LUX's invoices must be remitted in any case within 30 days of the invoice date. Complaints about invoices must be received in writing by AAA-LUX within eight days. After expiry of the aforementioned period, the invoice will be deemed to have been irrevocably and unconditionally accepted by the other party. Any legal actions must be initiated subject to lapse no later than 1 January after lodging the complaint within the specified time.

10.2.

In the event of non-compliance, or late or incomplete compliance according to the abovementioned paragraphs, the other party is in default without a notice of default being required. In the event of default as well as in the event of application for moratorium of payments, for the bankruptcy or liquidation of the business of the other party, the other party owes interest to AAA-LUX over the amounts owed to AAA-LUX of 1% per month, or if more, the other party owes the statutory interest. In that case, AAA-LUX is also entitled to terminate all current agreements with the other party in part or in full without any legal intervention. The other party is required to reimburse AAA-LUX for all costs and damage arising for AAA-LUX. Moreover, any credit given and all amounts owed pursuant to the other legal relationships (for example agreements) are due on demand.

10.3.

In the event of default as well as the other circumstances referred to in this article, the extrajudicial and judicial costs for determining damage and liability and obtaining payment, as well as limiting damage caused by events which the liability refers to, the interest on the principal and the other costs- as well as the principal- will be due on demand. Extrajudicial costs are 15% of the principal with a minimum of EUR 500 plus any disbursements incurred and taxes owed.

10.4.

The mere fact that AAA-LUX has engaged the aid of a third party demonstrates the extent of and obligation to pay extrajudicial costs.

10.5.

The payments to be made by the other party must be made without deduction, discount or suspension, settlement, compensation, set off, debt discharge, by whatever name and for whatever reason. Hence, the other party explicitly renounces these rights.

10.6.

If AAA-LUX has accepted an order in full or in part the other party is required, which obligation forms an integral part of the agreement, to prove its creditworthiness to AAA-LUX if requested,

either before or after the delivery by furnishing security for compliance with all its obligations to AAA-LUX's satisfaction by depositing cash, obtaining a bank guarantee, assignment, granting a pledge or right of mortgage, etc. for example. No maximums are set for the amount, size and manner of the security to be furnished by the other party and these will be determined by AAA-LUX. The obligation referred to in this paragraph to furnish security also applies for the obligation to pay for damage in the event that AAA-LUX claims compensation for damage from the other party, as a result of full or partial dissolution of the agreement which is attributable to the other party.

10.7.

If the other party remains in default to furnish security, AAA-LUX is not required to comply with or further comply with its obligations vis-à-vis the other party pursuant to current agreements, without prejudice to AAA-LUX's right to demand compliance with the agreement or payment of the monies owed pursuant to the agreement as well as compensation and/or this security at law.

10.8.

In the event of liquidation, bankruptcy, debt management under the Debt Management (Natural Persons) Act, attachment or moratorium of payments of the other party, AAA-LUX's claims against the other party are due on demand.

11. Breach and dissolution:

11.1.

If the other party does not comply with its obligations, on its bankruptcy, moratorium, guardianship, attachment of its goods, closing down, transfer or liquidation of its business or any important changes in its financial circumstances, AAA-LUX is entitled to dissolve the agreement without legal intervention, without prejudice to its further rights to compensation.

11.2.

Furthermore, AAA-LUX is entitled to do this if after entering into the Agreement pursuant to circumstances that have come to its knowledge, AAA-LUX has good reason to fear that the other party will not comply with the obligations of the Agreement. In the event that there is a good reason to fear that the other party will not comply in full or properly, the suspension is only permitted insofar as the shortcoming justifies it. Furthermore, AAA-LUX is entitled to do so if when entering into the Agreement the other party was requested to furnish security for the compliance of its obligations from the Agreement and security was not furnished or is inadequate. Finally, AAA-LUX is entitled to do this in the event of liquidation, bankruptcy, debt

management under the Debt Management (Natural Persons) Act, attachment or moratorium of payments of the other party.

11.3.

Moreover, in the circumstances referred to under the first paragraph (11.1), AAA-LUX is entitled to suspend further performance of all agreements between parties whilst under these circumstances all outstanding claims of AAA-LUX are immediately due on demand, unless the other party can furnish the necessary security.

11.4.

If the Agreement is terminated, AAA-LUX's claims against the other party are due on demand. If AAA-LUX suspends the compliance with its obligations, it reserves its rights pursuant to the law and the Agreement.

12. Amendments to the Agreement:

12.1.

If it becomes apparent during the performance of the Agreement that it is necessary to amend the work to be carried out or to supplement it for proper performance, parties will adjust the Agreement accordingly in a timely fashion and in mutual consultation.

12.2.

If the parties agree that the Agreement will be amended or supplemented, the time for completion of performance may be affected. AAA-LUX will notify the other party hereof as soon as possible.

12.3.

If the amendment or supplement to the Agreement has financial and/or qualitative consequences, AAA-LUX will notify the Other Party hereof in advance.

12.4.

If a fixed fee has been agreed on, AAA-LUX will indicate in how far the amendment or supplement of the Agreement results in an excess of this fee;

12.5.

Contrary to paragraph 3, AAA-LUX will not charge any extra costs if the amendment or supplement is the result of circumstances that can be attributed to AAA-LUX.

13. Confidentiality:

13.1.

Both parties are required to keep confidential all confidential information that they receive from each other or receive from other sources as part of their Agreement. Information will be deemed to be confidential if marked as such by the other party or if this ensues from the nature of the information.

13.2.

If pursuant to a statutory provision or a legal decision, AAA-LUX is required to provide confidential information to third parties appointed by the law or the competent court, and AAA-LUX cannot invoke a statutory or other right to decline acknowledged or permitted by the competent court, then AAA-LUX is not held to confidentiality or indemnification and the other party is not entitled to dissolve the Agreement pursuant to any damage caused as a result.

14. Indemnification:

14.1.

The other party indemnifies AAA-LUX for claims from third parties with regard to intellectual property rights to material or data provided by the other party, which is used in the performance of the Agreement.

14.2.

If the other party provides information carriers, electronic files or software, etc. to AAA-LUX, it guarantees that the information carriers, electronic files or software are free from viruses and defects.

15. Applicable Law and Competent Court:

15.1.

All disputes will be settled amicably, or in the event that such is not possible by the competent court in the district of Den Bosch, the Netherlands. AAA-LUX is, however, entitled to present any disputes to another competent court.

15.2.

Dutch law will apply to agreements, general terms and conditions and any further agreements as well as disputes ensuing therefrom. The Vienna Convention on the international sale of goods of 11 April 1980 Treaty Series 1981, 184 will never apply.

16. Restricted Areas:

16.1.

AAA-LUX will follow the international sanctions map of the European Union and the recommendations of the Financial Action Task Force. This is an agreement between AAA-LUX' and its bank. Failure to comply with this agreement can have severe financial consequences for AAA-LUX.

For that reason, our partner network must respect these sanctions.

- Sanctions Map of the European Union <https://www.sanctionsmap.eu/> The EU Sanctions Map provides on restrictive measures (sanctions) adopted by the European Union, either to transpose measures imposed by the United Nations Security Council or autonomously.
- FATF list (Financial Action Task Force) <https://www.fatf-gafi.org/> The FATF Recommendations are the internationally endorsed global standards against money laundering and terrorist financing: they increase transparency and enable countries to successfully take action against illicit use of their financial system.
- Sanctions are often related to certain markets, products or services, and not always related to the delivery of lighting products. But to make sure that the interests of AAA-LUX are not being damaged by a misinterpretation by a partner, the decision about doing business with a country that is on one of the lists, can only be made by AAA-LUX.