



LLYSS General Terms and Conditions

IMPORTANT: this document concerns merely a literal translation into English of the legally binding Dutch version. To the contents of this translated document no rights can be derived.

LLYSS Ledlights is a trade name of Tronix Lighting BV | KvK 160.833.46

Applicable provisions

1. These general terms and conditions of sale, supply and payment apply to all offers and agreements as well as the performance thereof, whereby LLYSS Ledlights, hereinafter referred to as “LLYSS”, acts as seller/contractor, made and/or entered into with third parties, hereinafter referred to as the “other party”.
2. These general terms and conditions of sale, supply and payment apply with the exclusion of any general terms and/or conditions applied by the other party, unless agreed otherwise in writing.
3. Derogations from and/or addendums to these general terms and conditions of sale, supply and payment can be relied on only insofar as these are agreed in writing.
4. If the present general terms and conditions of sale, supply and payment are derogated from, the other party cannot attach any consequences thereto for the application in general, or to another specific given fact, unless agreed otherwise in writing.

Offers and agreements

5. All offers are without obligation, unless otherwise stated in writing.
6. An agreement comes into effect at the time when LLYSS has confirmed this in writing.
7. Arrangements and/or agreements with subordinate employees of LLYSS will not bind LLYSS until after and insofar as LLYSS has confirmed these in writing, or as the case may be if LLYSS has executed these.
8. Any, or alleged, inaccuracies in a confirmation in writing from LLYSS must be reported in writing to LLYSS, at the risk of forfeiting rights, by the other party within 3 days after the date of the confirmation.

Prices

9. All offers made by LLYSS are without obligation, unless expressly stated otherwise. Offers have a validity period of 30 days and never apply to repeat orders.
10. In the event of significant derogating exchange rate fluctuations of the American Dollar vis-a-vis the Euro (more than 10%), LLYSS will be at all times entitled to change the price without prior notification. The other party is at all times bound by these price changes.
11. All prices stated by LLYSS are delivery ex warehouse in Uden (or another storage location), excluding VAT, import duties and insurance.
12. The single issuing of a quotation, whether or not with an offer or similar notification, does not oblige LLYSS to conclude an agreement with the purchaser.
13. LLYSS is at all times entitled to charge the costs of transport to the purchaser. For deliveries in the Netherlands with an invoice amount of more than 350 Euro (excluding VAT), the transport costs are at the expense of LLYSS. Deliveries outside the Netherlands are executed ex warehouse.
14. If the purchaser expressly states to want another manner of dispatch, the costs related thereto will be at the expense of the purchaser.
15. If an offer is accompanied by samples, catalogues, or other documents, these will remain at all times the property of LLYSS. These may not be reproduced, or given to third parties for perusal without our permission.



Delivery

16. The stated delivery periods are recorded as an estimate and are subject to proviso. They are never to be regarded as a final deadline. After the expiry of the stated delivery periods the other party will have the right to give LLYSS notice of default, whereby the other party must grant LLYSS a period of at least the delivery period stated originally, in which to still fulfil the obligation. The other party will have the right to terminate the agreement if LLYSS is in default of the fulfilment of its obligations. LLYSS nevertheless will never owe compensation.
17. If the other party does not take receipt of the goods bought, or as the case may be does not collect these goods/does not have these goods collected, they will remain available to the other party for three weeks. The goods will be stored during this period at the expense and risk of the other party. After three weeks LLYSS will be entitled to terminate the agreement, in which case LLYSS will be entitled to recover the damage suffered and still to be suffered, from the other party.
18. LLYSS is entitled to perform the agreement in parts and to claim payment of that part of the agreement that has been performed.

Payment

19. Payment of the full amount must take place no later than within 30 days after the invoice date. In case of payment within 8 days a 2% reduction applies. In the event of payment not being made in a timely manner, or not in full, the purchaser will owe the statutory commercial interest.
20. LLYSS checks each purchaser on the basis of creditworthiness through a credit insurer. No goods will be delivered in the event of exceeding of the credit limit. As long as no approval has been received from the credit insurer, LLYSS will be entitled at all times to block the order, or to require advance payment.
21. LLYSS expressly retains the right to refuse orders without statement of reasons, or to deliver subject to cash on delivery, or after advance payment. First orders are at all times subject to advance payment.
22. If the purchaser does not fulfil the due and payable obligations toward LLYSS in any manner whatsoever, LLYSS will be entitled to, immediately and without notification, suspend the fulfilment of all its obligations. LLYSS will be entitled to cancel or terminate the agreement without judicial intervention and will not be liable for damage that the purchaser might suffer due to this.
- 22a. If LLYSS proceeds with collection of the amount owed to it, all costs attached thereto will be at the expense of the client, except for if LLYSS opts to determine these costs at a fixed 15%. The loss due to delay owed over the costs referred to in this article will be fixed (to be calculated composite) at the statutory interest plus 2%.
23. LLYSS will remain the owner of the sold product for as long as the client has not fully fulfilled the payment obligation of the client, including that which the client might owe, or will owe, related to the failure to fulfil the obligations of the client.
24. Payment made by the purchaser will first serve to settle all costs and interest owed and thereupon to settle the due and payable invoices, which have been outstanding the longest, even if the client states that the payment relates to a later invoice.
25. If LLYSS has good grounds to fear that the client will not fulfil the client's payment obligations, LLYSS will be entitled to require sufficient security from the client.

Complaints

26. All complaints must be submitted in writing to LLYSS, within 8 days after receipt of the goods/invoice, in the absence of which the claims to acknowledgement of the complaint and/or compensation of the alleged defect will lapse.



27. Minor deviations in designs, colours, dimensions or finish are never eligible as grounds for termination, wholly or in part, of the agreement and these also can never be eligible as grounds for a complaint.
28. Complaints or return consignments will not release the purchaser from the payment obligations of the purchaser toward LLYSS, unless LLYSS credits the purchaser for this.

Guarantee

29. LLYSS guarantees that the goods delivered by it are produced from satisfactory materials. If defects nevertheless occur in the goods delivered by LLYSS, as a result of manufacturing faults or faults in the material, LLYSS will at its discretion repair these defects, have these defects repaired, or make the parts required for the repair available, or replace the goods involved entirely; insofar as not otherwise agreed this guarantee obligation applies for a period of 12 to 60 months after delivery, depending on the type of product that was purchased.
30. If LLYSS, also after demand has been issued in writing for this purpose, does not, not in a timely manner, or not properly fulfil its guarantee obligations, the purchaser can terminate the agreement involved for the defective part, without being able to make any claim to compensation of loss due to termination.
31. Goods or parts that are replaced pursuant to the provisions of this article, can be collected by LLYSS without any payment and will become the property of LLYSS.
32. LLYSS can require as a condition for the fulfilment of the guarantee obligation that the item eligible for guarantee will be dispatched carriage paid to LLYSS or to an address to be stated by LLYSS.
33. There is no obligation vested in LLYSS other than the replacement or related acquisition obligation referred to. Only after it has been ascertained that replacement of the item, or acquisition of a right of use does not reasonably form part of the possibilities, or as the case may be if LLYSS also after demand in writing for this purpose does not, or does not in a timely manner, fulfil this obligation, the purchaser can terminate the agreement involved for the part concerned, however without being able to make claim to compensation of loss due to termination. In the latter case LLYSS will take back the item concerned against repayment of the price paid for this, reduced by the depreciations to be deemed usual.
34. Under no circumstances will LLYSS be liable for any consequential loss, trading loss, loss due to delay and personal injury of (personnel of) the purchaser, or customers of the purchaser resulting from any defect of the delivered goods. The purchaser guarantees that the purchaser will keep the purchaser, the officers of the purchaser and/or the personnel of the purchaser insured concerning this.
35. The purchaser is obliged to indemnify LLYSS against any claims by third parties for personal injury and/or damage to goods resulting from any defects of the goods.
36. The guarantee claims will never release the purchaser from the payment obligation of the purchaser toward LLYSS.
37. LLYSS will not be liable for that which the purchaser will be held liable for toward third parties, other than that which the seller is directly liable for toward the purchaser as this ensues from these terms and conditions.
38. If LLYSS, on the basis of facts and/or circumstances known to LLYSS at that time, proceeds with exercising a right of suspension or right of termination, while it is afterwards ascertained that the exercising of such a right has taken place erroneously, LLYSS will not be liable and will not be obliged to proceed with any compensation whatsoever of damage.
39. LLYSS will not take out any insurance for any form of damage to goods of the other party, which occurs under LLYSS's care.
40. In the cases in which LLYSS is liable the liability for damage is limited to the cover of the business liability insurance of LLYSS, if and insofar as the business liability insurance applies in that case. If and insofar as the business liability insurance does not contain cover for



specific damage, the liability for damage will be limited to the net invoice amount of the delivered goods.

Return consignments

41. Return consignments of goods are only accepted after reporting in writing by the client and approval in writing for the return consignment from LLYSS. The costs of return consignments are always at the expense of the client unless agreed otherwise in writing.
42. If a return consignment takes place on the instructions from LLYSS the goods will be returned by a carrier designated by LLYSS.

Risk

43. Deliveries and dispatches are at the risk of the purchaser and all will be insured upon request at the expense of the purchaser.

Exclusive sales

44. Exclusive sales do not apply, unless LLYSS and the purchaser record this in writing.

Copyright

45. All drawings, designs, instructions for use and models, in their entirety as well as in parts, remain the property of LLYSS and are only at the disposal of LLYSS. Imitation and/or use without permission in writing is prohibited.
46. In the event of breach of the prohibition described above the other party will incur for the benefit of LLYSS an immediately due and payable financial penalty of € 2,000 per incident, as well as an immediately due and payable financial penalty of € 1,000 for each day during which the other party is in breach. The aforesaid financial penalty does not affect the right of LLYSS to claim compensation in full from the other party.

Closure of bankruptcy

47. In the event of the judicial or extrajudicial closure, wholly or in part, of the bankruptcy and/or liquidation of the company of the purchaser, or if this concerns any debt settlement whatsoever, LLYSS will be entitled to automatically take back all its items present in the company as its property, subject to payment of the purchase price if this has been paid already. The taking back of damaged goods takes place at valuation price.
48. In the event of transfer and/or change of the company of the purchaser, the purchaser will be obliged to impose these terms and conditions on the successors of the purchaser, in the absence of which the purchaser will remain liable toward LLYSS for the default.

Force majeure

49. If LLYSS, due to a non-attributable failure, is prevented from performing the agreement, LLYSS will be entitled to suspend the performance of the agreement and LLYSS cannot as a result thereof any longer be bound by the stated delivery periods. The other party cannot enforce any right on this basis to compensation of costs, damage or interest.
50. A non-attributable failure will include inter alia: war, threat of war, mobilisation, riot, state of siege, industrial action or exclusion, fire, bad weather conditions, accident and sickness of personnel, business interruption, stagnation of transport, importing/export of other restrictions on the part of authorities, as well as every hindering circumstance that is not exclusively dependent on the control of LLYSS, such as the late delivery of goods or services by third parties, which have been engaged by LLYSS.
51. If the situation of non-attributable failure lasts for longer than 10 weeks LLYSS as well as the other party will be entitled to terminate the agreement wholly or in part. LLYSS will never be liable for the damage that the other party might suffer as a result thereof.



52. If LLYSS at the occurrence of the non-attributable failure has already partially fulfilled its obligations, or only can fulfil its obligations partially, LLYSS will be entitled to invoice for the already delivered or deliverable part separately, and the other party will be obliged to pay this invoice as if it concerned a separate contract.

Representation

53. If the other party acts on behalf of one or more other parties, the other party will be liable toward LLYSS as if the other party is personally the client, without prejudice to the liability of these other parties.

Replacement

54. The voidness or voidability of any provision of these terms and conditions, or of agreements to which these terms and conditions apply, will not affect the validity of the other provisions.
55. LLYSS and the other party will be obliged to replace the provisions that are void or voided by provisions that, as far as is possible, have the same effect as the voided provisions.
56. In the event of disagreement regarding the interpretation of the present general terms and condition of sale, supply and payment, the Dutch text will be binding.

Concluding provisions

57. These general terms and conditions of supply, as well as all agreements to which these apply, are governed by Dutch law. The court with competent jurisdiction in the district of Den Bosch has exclusive jurisdiction with regard to all disputes.
58. The United Nations Convention on Contracts for the International Sale of Goods, which came into effect on 11 April 1980, does not apply.