

General Terms and Conditions of Sale and Delivery of Omega-Lite B.V.

Article 1 Validity of these terms and conditions

1.1

These terms and conditions apply to all offers made and agreements concluded by Omega-Lite B.V. and any relationships, including legal relationships, ensuing from them. The party with which Omega-Lite B.V. enters into a contract will hereinafter be referred to as '*the customer*', which is understood to mean any person or legal person with whom or which Omega-Lite B.V. has concluded an agreement or wishes to conclude an agreement.

1.2

The applicability of any general terms and conditions applied by the customer is expressly rejected by Omega-Lite B.V., unless the applicability has explicitly been accepted in writing by the management of Omega-Lite B.V. Any stipulations deviating from these terms and conditions will only be binding if these have been agreed in writing by the management of Omega-Lite B.V.

1.3

Once a customer has entered into a contract subject to these terms and conditions, it agrees that these terms and conditions will also apply to all subsequent orders, orders for additional work and/or new agreements to be concluded with Omega-Lite B.V.

1.4

If, for whatever reason or reasons, one or more provisions contained in these terms and conditions are null and void or voidable, the other provisions will remain in full force.

Article 2 Offer and agreement

2.1

All quotes, offers and other communications by Omega-Lite B.V., both orally and in writing and/or electronically, including in the social media, are without obligation. The customer may not derive any rights from any errors in writing or printing, counting or typesetting errors, in catalogues, offers, order confirmations on websites and in other communications by Omega-Lite B.V. and/or its suppliers. Earlier offers will be deemed to have been withdrawn after submission of a new offer.

2.2

Omega-Lite B.V. is entitled to make the binding force of an agreement dependent on receipt of a copy of the agreement signed by the customer. If a customer places an electronic order, Omega-Lite B.V. will be entitled to make the binding force of an agreement dependent on a digital confirmation of the order.

2.3

Oral promises made by or oral agreements entered into with employees of Omega-Lite B.V. will only be binding if Omega-Lite B.V. has confirmed them in writing.

Article 3. Electronic contracting and invoicing

3.1

The provisions of this article specifically apply if the customer enters into an agreement by electronic means. The other provisions of these terms and conditions will remain in full force.

3.2.

Prior to concluding an agreement via electronic means Omega-Lite B.V. is not obliged to provide the customer with information concerning:

- the manner in which the agreement will be concluded and in particular which actions will be required in that respect;
- whether or not the agreement will be filed and the manner in which the customer can consult these files, if any;
- the manner in which the customer will be able to trace input errors and correct them;
- the languages in which the agreement can be concluded;
- the codes of conduct applicable to Omega-Lite B.V. and the manner in which the customer will be able to consult these codes of conduct .

3.2

Omega-Lite B.V. is not obliged to send the customer a written acknowledgement of receipt or order confirmation of an agreement concluded by electronic means. Without prejudice to the provisions of Article 2.2, the agreement will be effected once the electronic order has been placed by the customer.

3.4.

All provisions of these terms and conditions apply in full to electronic invoicing by Omega-Lite B.V.

Article 4 Intellectual property

4.1

Any intellectual property rights relating to the products and services of Omega-Lite B.V. and to their names, and relating to everything Omega-Lite B.V. develops, manufactures or provides, including but not limited to offers, drawings, packaging, manuals, advertising material and images, will exclusively be vested in Omega-Lite B.V.

4.2

The customer is not permitted to make offers of Omega-Lite B.V. and/or related documents provided by Omega-Lite B.V. available to third parties.

4.3

The customer may offer, sell and deliver products delivered by Omega-Lite B.V. exclusively under the brand name and logo and in the packaging intended for the products by Omega-Lite B.V. or its suppliers. Omega-Lite B.V. is entitled to give the customer instructions regarding the use of its brands, logos and packaging and the brands, logos and packaging of its suppliers and to prohibit the customer from using these.

Article 5 Prices

5.1

Unless otherwise agreed in writing, all prices stated by Omega-Lite B.V. apply to delivery ex warehouse and are exclusive of turnover tax, disposal levy and packaging.

5.2

Omega-Lite B.V. is entitled to pass on to the client cost-increasing factors such as government levies, taxes and surcharges.

5.3

Unless explicitly agreed otherwise, if a supplier of Omega-Lite B.V. increases its prices in the interim, Omega-Lite B.V. will be entitled to pass on this price increase to the customer.

5.4

If necessary, packaging will be charged at cost price, in which case it will not be taken back. The necessity of the use of packaging is at the discretion of Omega-Lite B.V.

Article 6 Payment

6.1

Unless agreed otherwise in writing, payment must be made, without any discount or setoff, within 30 days of the invoice date. The date of payment is the date of transfer to the bank account of Omega-Lite B.V. Setoff and suspension of payment is not permitted. The right of return is hereby likewise excluded.

6.2

If the invoices are not paid within 30 days of the invoice date, the customer will be in default by operation of law, without a demand or notice of default being required. At such time all outstanding invoices of Omega-Lite B.V. will be immediately due and payable.

6.3

Payment may be made only in the manner stipulated by Omega-Lite B.V.

6.4

From the date on which the customer is in default (i.e. the due date of the invoice), Omega-Lite B.V. will claim a default interest of 1% per month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate will apply, from the first due date until the date of full payment, as well as extrajudicial collection costs of 15 % of the principal sum due, with a minimum of EUR 40;

6.5.

Omega-Lite B.V. reserves the right at all times to deliver only after payment in advance.

6.6.

In the event of liquidation, insolvency, attachment or a moratorium on the part of the customer, the claims of Omega-Lite B.V. against the customer will be immediately due and payable.

6.7

Omega-Lite B.V. will use the payments made by the customer in the first instance to pay the costs, then to pay the outstanding interest, and finally to pay the principal sum and the accrued interest. Should the customer indicate another order of allocation, Omega-Lite B.V. will be entitled, without being in default, to refuse the offer or payment. Omega-Lite B.V. will be entitled to refuse full payment of the principal sum, if payment does not cover the outstanding accrued interest and costs.

Article 7 Retention of title

7.1

All Products delivered and to be delivered will remain the exclusive property of Omega-Lite B.V., until all claims Omega-Lite B.V. has or will have against the customer, including in any case the claims referred to in Section 92 (2) of Book 3 of the Dutch Civil Code, have been paid in full.

7.2

In the event that the customer fails to comply with its payment obligations, or fails to pay on time or in full, it grants Omega-Lite B.V. an irrevocable power of attorney to take back all goods delivered by it or have them removed from the place where they are located.

Article 8 Delivery periods and deliveries

8.1

Unless expressly agreed otherwise, the delivery periods referred to are never strict deadlines.

8.2

Failure to meet the deadline for delivery will not give the customer the right to claim compensation or to terminate the agreement.

8.3

Unless otherwise agreed in writing, if the transport of products forms part of the agreement concluded between Omega-Lite B.V. and the customer, Omega-Lite B.V. will determine the manner in which the products are transported and by whom. Omega-Lite B.V. is entitled to deliver in consignments and to send separate invoices for these consignments. If the customer requests a different mode of transport, the related additional costs will be payable by the customer. Unless otherwise agreed in writing, transport and/or shipment will always be at the risk of the customer.

8.4

If products are ordered on an on-call basis, they will be kept available for delivery for six weeks at the most. If the products have not been bought within this period, they will still be delivered and invoiced to the customer.

8.5

Unless expressly agreed otherwise, there will be a maximum of four part-deliveries per project, thereby maintaining the maximum period of six weeks for keeping the products available for on-call delivery.

8.6

The customer is obliged to inspect the delivered goods for any shortfalls or visible defects immediately upon delivery and report this to Omega-Lite B.V. within 48 hours, failing which the customer will be deemed to have received all delivered goods in good condition.

Article 9 Force majeure

9.1

Omega-Lite B.V. will not be liable if it fails to comply with its obligations under the agreement as a result of force majeure.

9.2

Force majeure includes in any case, but is not limited to, illness of staff or management, storm damage and other natural disasters, third-party hindrance, general transport impediments, full or partial work strikes, riots, war or a threat of war, both in this country and in the country of origin of the materials, exclusions, loss of or damage to movable property during shipment to Omega-Lite B.V. or the customer, failure to deliver or late delivery of movable property by suppliers of Omega-Lite B.V., export and import prohibitions, full or partial mobilization, impeding measures imposed by any authority, fire, disruptions or accidents at the company or with the means of transport of Omega-Lite B.V., or means of transport of third parties, or imposition of levies or other government measures resulting in a change to the actual circumstances.

Article 10 Advertising

10.1

Complaints concerning incorrect performance of orders or faulty deliveries must be submitted to Omega-Lite B.V. in writing within eight days of delivery.

10.2

If the complaint has not been submitted to Omega-Lite B.V. on time, it will no longer be taken into consideration, unless the customer demonstrates that it could not have detected the defect within eight days of delivery.

10.3

Omega-Lite B.V. must be given the opportunity to inspect the submitted complaints.

10.4

If Omega-Lite B.V. is of the opinion that the complaints are well-founded, it will only be obliged to repair or redeliver the goods concerned. The goods subject to complaint must be returned to Omega-Lite B.V. carriage paid. The transport and all relevant costs will be payable by the customer. The goods will remain at the risk and expense of the customer at all times. The

goods may only be returned after Omega-Lite B.V. has given its written consent in this respect.

Article 11 Warranty

11.1

If applicable, Omega-Lite B.V. will provide a manufacturer's warranty for material and manufacturing faults that occur during normal use. Omega-Lite B.V. will never provide any other warranty than that offered by the manufacturers or suppliers concerned.

11.2

In any case the warranty does not cover the following defects: defects in or caused by lamps, glass and batteries and/or defects due or partly due to (i) normal wear and tear, (ii) failure by the customer or its staff to follow the instructions given by Omega-Lite B.V. or stated on packaging or in manuals, (iii) use other than the normal intended use, (iv) improper storage, maintenance or use of the products or overdue maintenance, (v) using or selling on the products other than in their original condition, (vi) bespoke products manufactured and delivered or services provided based on designs, drawings or other instructions of the customer or (vii) vandalism, weather conditions and/or other external causes. Omega-Lite B.V. will not be liable for any damage and/or loss resulting from these defects.

Article 12 Liability

12.1

In the event of attributable failure of Omega-Lite B.V. in the performance of the agreement, the customer will give Omega-Lite B.V. the opportunity to deliver the agreed performance within a reasonable period of time. In the event that Omega-Lite B.V. delivers the agreed performance at a later date, it will never be obliged to pay compensation of any nature whatsoever.

12.2

If the customer can no longer reasonably be expected to give Omega-Lite B.V. the opportunity to comply or if Omega-Lite B.V. remains in default, or is liable to the customer for any other reason, the liability of Omega-Lite B.V. for any demonstrable loss incurred by the customer will be limited to the amount paid out under the liability insurance of Omega-Lite B.V. in the case concerned. If in any such case the insurer does not pay out under the insurance policy or does not provide cover or if Omega-Lite B.V. has not taken out insurance for the loss concerned, the liability of Omega-Lite B.V. will be limited to a maximum of 50% of the amount invoiced by Omega-Lite B.V. to the customer for the delivery and/or service, excluding turnover tax.

12.3

Liability of Omega-Lite B.V. for indirect loss or consequential loss, including trading loss or loss of turnover, lost profit, lost savings, business interruption, loss due to claims by the customer's end consumers, loss due to delays and suchlike, will be fully excluded at all times.

12.4

In the event of deliberate intent or recklessness on the part of Omega-Lite B.V., it will not be able to invoke the limitations of liability specified in this article.

12.5

The provisions of this article and the limitations included in this article with respect to the liability of Omega-Lite B.V. are also applicable in the event of any compensation for loss resulting from administrative acts on account of error.

12.5

All limitations and exclusions included in these terms and conditions are also applicable for the benefit of any natural and legal persons engaged by Omega-Lite B.V. for the performance of this agreement.

Article 13 Disputes and competent court

13.1

Any disputes arising between the parties will be exclusively governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is excluded.

13.2

Any disputes arising from the agreement(s) concluded between the parties will be settled by the court in the place of business of Omega-Lite B.V., except in so far as explicitly stipulated otherwise in any mandatory provision applicable in the Netherlands. Omega-Lite B.V. reserves the right to submit any dispute, at its discretion, to the court in the defendant's place of business.

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