

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF HVP LIGHTING NV

### Art. 1 Validity of these terms and conditions

- 1-1 These terms and conditions apply to all offers and contracts made or entered into by us, HVP Lighting nv and to all agreements that result there from.
- 1-2 Any stipulations that deviate from these terms and conditions are only binding if they are agreed to in writing by the board of HVP Lighting nv.
- 1-3 The applicability of general terms and conditions of third parties is hereby rejected, unless they are accepted by the board of HVP Lighting nv specifically and in writing.
- 1-4 HVP Lighting nv is the contractor. The other party is the principal, by which is understood every (legal) entity which has concluded a contract with HVP Lighting nv

### Art. 2 Offer and contract

- 2-1 All offers and/or tenders are free of obligation, unless expressly stated otherwise.
- 2-2 Data in printed matter, catalogues and brochures supplied by HVP Lighting nv or one of its manufacturers, which it represents, are subject to change and are therefore not binding for HVP Lighting nv
- 2-3 The contract is created and only binds HVP Lighting nv if it is confirmed in writing or if HVP Lighting nv executes the contract.

### Art. 3 Prices

- 3-1 The prices specified apply to delivery from the HVP Lighting nv warehouse/border, excluding VAT, disposal fees and packaging, unless agreed otherwise in writing.
- 3-2 HVP Lighting nv is entitled to charge price increasing factors such as levies, taxes and statutory surcharges to the principal.
- 3-3 HVP Lighting nv is also entitled to charge a price increase if one of the domestic or foreign suppliers of HVP Lighting nv increases its prices in the interim, unless expressly agreed otherwise in writing.
- 3-4 If necessary, packaging is calculated against the cost price and not taken back. The necessity of the use of packaging is at the discretion of HVP Lighting nv

### Art. 4 Payment

- 4-1 Payment must be made within 30 days of the invoice date, unless agreed otherwise in writing. The date of payment is the date on which the transfer to our bank account takes place.
- 4-2 If invoices are not paid within 30 days, the principal, without requiring any summons or serving notice, is in default. At this time all outstanding invoices from HVP Lighting nv are payable immediately and completely.
- 4-3 From the moment at which the principal is in default the principal is liable to pay default interest of 1.5% per month over the entire amount due.
- 4-4 If default on the part of the principal obliges HVP Lighting nv to use debt collection services, all accompanying costs, such as judicial and extrajudicial costs, including the costs associated with filing a petition for bankruptcy, are charged to the principal. The extra-judicial costs will amount to at least 15% of the unpaid sum, with an absolute minimum of € 150.
- 4-5 All initial deliveries by new or single-time principals are made on a strictly cash-on-delivery basis.
- 4-6 Foreign clients must pay 30% of their order before delivery and the remaining 70% within 30 days following delivery.

### Art. 5 Retention of title

- 5-1 As long as HVP Lighting nv has not received full payment of all sums owed to HVP Lighting nv by the principal, on whatever basis, the items delivered remain the property of HVP Lighting nv.
- 5-2 HVP Lighting nv has the right to claim and seize these items if the principal fails to meet his obligations, or if he goes into liquidation, applies for or obtains suspension of payments or is declared bankrupt or if the assets of the principal are seized.

### Art. 6 Delivery periods and deliveries

- 6-1 All specified delivery periods are not deadlines unless specifically agreed otherwise.
- 6-2 Exceeding the delivery period does not give the principal any basis for a claim for damage compensation or entitlement to dissolve the contract.
- 6-3 If items are ordered on call, they will be made available on call for a maximum of 6 weeks. If the items are not purchased within this period they will be delivered and invoiced.
- 6-4 A maximum of 4 partial deliveries is permitted per project, unless specifically agreed otherwise, whereby the maximum period of 6 weeks in which the items are available on call remains applicable.
- 6-5 The other party is obliged to inspect the delivered goods and/or the packaging immediately upon taking receipt of the delivery for any shortages, deficiencies or visible damages and to report these to the contractor within 48 hours.

### Art. 7 Force Majeur

- 7-1 HVP Lighting nv is not liable if it is unable to fulfil its contractual obligations due to force majeure.
- 7-2 In any case, the term force majeure refers, but not exclusively, to storm damage and other natural disasters, hindrance by third parties, general obstructions to transportation, complete or partial strikes, war or the danger of war either here or in the country of origin of the materials, loss of or damage to movable goods during transportation to HVP Lighting nv or the principal, non delivery or late delivery of movable items by suppliers of HVP Lighting nv, export and import bans, complete or partial mobilisation, constructive measures imposed by any government, fire, disruptions and accidents in the company or involving the transportation resources of HVP Lighting nv, or the transportation resources of third parties, the imposition of levies or governmental measures that entail a change in the actual circumstances.

### Art. 8 Cancellation

- 8-1 If the principal cancels the order and/or refuses to purchase the items he is obliged to accept the materials and/or items that have already been acquired, whether processed or not, at the applicable price, including wage and social security costs. Moreover, the principal is liable to pay damage compensation equal to 1/3 of the originally agreed price.
- 8-2 The principal is obliged to exempt HVP Lighting nv from claims resulting from cancellation of the order and/or rejection of the items.
- 8-3 Without prejudice to the stipulations in the previous article, we reserve all rights to claim complete fulfillment of the contract and/or to claim complete damage compensation.

### Art. 9 Claims

- 9-1 Claims relating to incorrect execution of orders or unsound deliveries must be submitted to HVP Lighting nv in writing within 8 days after delivery.
- 9-2 If the claim is not submitted to HVP Lighting nv within this time it will not be taken into consideration by HVP Lighting nv, unless the principal demonstrates that he could not have detected the fault within 8 days after delivery.
- 9-3 HVP Lighting nv must be given the opportunity to check the claims that have been submitted.
- 9-4 If HVP Lighting nv believes that the claim is justified it will only be obliged to re-deliver the items that were delivered originally. The claimed items must be returned to HVP Lighting nv post-paid. The items may only be returned after written permission has been given by HVP Lighting nv

### Art. 10 Guarantee

- 10-1 HVP Lighting nv provides, if present, a factory guarantee for material and manufacturing faults that have occurred during normal use. HVP Lighting nv will never provide a guarantee that exceeds the guarantee provided by the manufacturers in question.
- 10-2 HVP Lighting nv does not provide a guarantee for faults that are a result of misuse, failure to comply with the supplied assembly instructions or other causes.

### Art. 11 Liability

- 11-1 Except in the case of gross negligence on the part of HVP Lighting nv, HVP Lighting nv is never liable for subsequent damage and indirect business damage, other indirect damage and damage resulting from liability in relation to third parties.
- 11-2 The liability of HVP Lighting nv will never exceed the liability that is covered by the insurance company.
- 11-3 If the insurance company nevertheless fails to pay out for the damage or the damage is not covered, liability is limited to the invoice amount. Any secondary damage suffered by the other party in relation to damage which is not covered by the insurance is completely excluded.

### Art. 12 Disputes and authorised judge

- 12-1 Belgian law applies exclusively to all disputes between parties.
- 12-2 All disputes pursuant to the contracts agreed between the parties will be judged by the court at the place of business of HVP Lighting nv, except if any compulsory regulation in Belgium determines otherwise. HVP Lighting nv reserves the right to bring disputes before the judge in the place of residence of the defendant.

### Art. 13 Demonstration models

- 13-1 Unless otherwise agreed, HVP Lighting nv will invoice the supply of demonstration models in the same way as a normal order.
- 13-2 Demonstration models may only be returned if HVP Lighting nv has given written consent in advance. Credit for the return of demonstration models will be determined at the discretion of HVP Lighting nv, which is entitled to charge costs which will eventually be rendered upon the return of the demonstration models in the original state in which they were supplied.
- 13-3 Demonstration models must be applied for within 30 days before the requested return, unless otherwise agreed with HVP Lighting nv in writing.