

GENERAL SALES, DELIVERY AND PAYMENT CONDITIONS OF ATOMIS, JADELAAN 33, 2132 XX HOOFDDORP

Clause 1 GENERAL

- 1.1 These Conditions are applicable to all offers, quotations and to all purchase agreements, contracts of sale or contract assignment between Atomis and the client/buyer insofar as the parties have not explicitly and in writing stipulated otherwise to these Conditions.
- 1.2 These Conditions apply likewise to agreements with Atomis for the implementation of which Atomis has to engage third parties.
- 1.3 The applicability of any purchasing conditions or other conditions that the client/buyer may have is explicitly rejected.
- 1.4 If one or more provisions in these general conditions are at any time wholly or partly invalid or are annulled, the remainder of the provisions in these general conditions will remain fully effective. In this event Atomis and the client/buyer will consult each other in order to agree new provisions to replace the invalid or annulled provisions thereby taking into account the aim and purport of the original provisions as much as possible.
- 1.5 If there would be ambiguity about the interpretation of one or more provisions of these general conditions, the interpretation should be 'according to the spirit' of these provisions.
- 1.6 If a situation arises between the parties which is not provided for in these general conditions, this situation should be assessed according to the spirit of these general conditions.
- 1.7 If Atomis does not always demand strict compliance with these Conditions, this does not mean that its provisions are not applicable or that Atomis would to any extent lose the right to demand strict compliance with the provisions of these Conditions in other cases.

Clause 2 QUOTATIONS AND AGREEMENTS

- 2.1 All quotations and offers of Atomis are without any obligation unless the quotation includes a period for acceptance. A quotation or offer is cancelled if the product to which the quotation or offer relates has in the meantime become no longer available.
- 2.2 Atomis cannot be held to its quotations or offers if the client/buyer can reasonably understand that the quotations or offers or any part of them include an obvious error or mistake.
- 2.3 The prices stated in a quotation or offer are excluding removal contributions, excluding VAT and other government levies and any costs to be incurred in connection with the agreement including travelling expenses, shipping and administrative costs unless otherwise indicated.
- 2.4 If the acceptance deviates (whether on minor points or not) from the offer included in the quotation or the offer, Atomis will not be bound by it. The agreement will then not be formed in accordance with this different acceptance, unless otherwise indicated by Atomis.
- 2.5 The agreement, under any name whatsoever, will only be formed after Atomis has accepted an assignment from the client/buyer. This acceptance can be evident from the written confirmation by Atomis as well as from the fact that Atomis carries out the agreement.

Clause 3 PRICE/PAYMENT

- 3.1 If Atomis agrees a fixed price with the client/buyer, Atomis will nevertheless be entitled to increase this price at any time without the client/buyer in that case being entitled to dissolve the agreement for this reason, if the increase in the price results from a power or obligation under the law or regulations or is caused by a rise in the price of raw materials, wages etc. or on other grounds which were not reasonably foreseeable on entering into the agreement.
- 3.2 If, after the agreement has been formed, one or more of the price factors undergo a price increase of more than 10% other than as a result of a change in the agreement, and this takes place within three months after the agreement has been formed, only a client/buyer who is entitled to invoke Title 5, Part 3, of Book 6 of the Dutch Civil Code will have the right to dissolve the agreement by a written statement unless Atomis is still prepared to carry out the agreement on the basis of what was originally agreed or if the price increase arises from a power or from an obligation of Atomis pursuant to the law or if it has been stipulated that the delivery will take place more than three months after the sale.
- 3.3 All payments must take place into a bank account number to be indicated by Atomis and within 30 days after the delivery date unless otherwise stipulated by Atomis.
- 3.4 If the buyer/client does not pay within the agreed period, he/it will be deemed to be in default by operation of law and Atomis will be entitled, without any notice of default being required, to charge the buyer/client the statutory commercial interest rate for the full amount due increased by 2% on an annual basis from the due date onwards, notwithstanding any other rights accruing to Atomis.
- In the event of a payment default of the buyer/client Atomis will be entitled to recover from the buyer/client all costs associated with the collection, including the court costs as well as the extra-judicial collection costs.
- 3.5 If the client/buyer is or remains in default of fulfilling his/her payment obligations, Atomis will be entitled to suspend its further deliveries, if any.
- 3.6 The buyer/client is not entitled to deduct any claims on Atomis from the amount payable by the client/buyer to Atomis.
- 3.7 Objections to the amount of an invoice will not suspend the payment obligation. Neither will a client/buyer who cannot rely on part 6.5.3 (Sections 231 to 247 Book 6 of the Dutch Civil Code) be entitled to suspend payment of an invoice for any other reason.
- 3.8 Anything payable by the client/buyer will be immediately due and payable if the client/buyer does not fulfil his/its payment obligations, has become bankrupt, invokes the Dutch Debt Rescheduling Natural Persons Act ('Wet Schuldsanering Natuurlijke Personen': 'WSNP'), applies for or has applied for a provisional or final moratorium, is placed under guardianship, if execution is levied against his or its assets and/or receivables and if he/it dies, is being wound up or dissolved.

Clause 4 DELIVERY

- 4.1 Delivery is ex works. The costs of freight, insurance and custom clearance shall be on the customer's account.
- 4.2 The delivery period commences at the moment specified on the order confirmation by Atomis and will never constitute a deadline.
- 4.3 The delivery period specified by Atomis is based on the employment conditions applicable at the time of the order confirmation and on the timely delivery of the materials ordered by Atomis for the performance of the agreement. If any delays occur for which Atomis is not to blame as a result of a change in the employment conditions referred to or because materials ordered for the performance of the work are not delivered on time, the delivery period will be extended insofar as this is necessary. The delivery period will also be extended if any delays occur on the part of Atomis as a result of non-fulfilment by the client/buyer of any obligation of the

client/buyer arising from the agreement or of the cooperation required from the client/buyer.

- 4.4 Except for cases of gross negligence or intent on the part of Atomis, exceeding the delivery period does not entitle the client/buyer to any right to full or partial dissolution of the agreement, or compensation for any damages suffered by the client/buyer.
- 4.5 If the delivery cannot take place in the agreed way due to causes not attributable to Atomis, Atomis will be entitled to charge the client/buyer for the costs associated with this.
- 4.6 The client/buyer shall be charged separately only for extra expenses in connection with the delivery explicitly incurred at the request of the client/buyer, unless otherwise agreed in writing.
- 4.7 If any items are ordered on call, they will be kept available on-call for a maximum of 6 weeks after they have been delivered to Atomis. If the items have not been bought within this period, they will still be delivered and invoiced. The storage costs will be passed on to the client/buyer.
- 4.8 If during the performance of the agreement it appears necessary to amend or supplement it for its proper performance, the parties will enter into consultations on the adjustment of the agreement within due time. If the nature, extent or contents of the agreement are changed, whether or not at the request or indication of the client/buyer, of the competent authorities etc., and because of this the agreement is amended with regard to quality and/or quantity, this might also have consequences for what had been originally agreed. That is why the originally agreed amount can be increased or decreased. Atomis will quote prices for this as much as possible in advance. Moreover, the originally stated period of performance can be changed because of an amendment to the agreement. The client/buyer accepts the possibility that the agreement can be amended including the change in price and period of performance.
- 4.9 If the agreement is amended or supplemented, Atomis will only be entitled to start its performance after approval has been given by the person employed by Atomis who is entitled to do so and the client/buyer has agreed to the price and other conditions stated for the performance including the time then to be determined when it will be performed. The non-performance or the non-immediate performance of the amended agreement does not constitute a breach by Atomis and neither does it provide grounds for the client/buyer to terminate the agreement. Without being in default Atomis can refuse a request to amend the agreement if from a qualitative and/or quantitative point of view this could affect the items to be delivered in that connection.

Clause 5 FORCE MAJEURE

- 5.1 Atomis is not obliged to fulfil any obligation to the client/buyer if it is prevented from doing so as a result of a circumstance not attributable to its fault or which is not chargeable to it by virtue of the law, legal action or common opinion.
- 5.2 The term force majeure in these general conditions means - apart from what it means in legislation and case law - any external causes whether or not foreseen which are beyond the control of Atomis but which cause Atomis to be unable to fulfil its obligations, including any work strikes in the business of Atomis or of third parties. Atomis is also entitled to invoke force majeure if the circumstance preventing (a further) performance of the agreement occurs after Atomis should have fulfilled its obligation.
- 5.3 Insofar as during the force majeure period Atomis had already partly performed or will be able partly to perform its obligations under the agreement and the part performed or to be performed respectively has independent value, Atomis will be entitled to invoice for the part already performed or to be performed respectively. The client/buyer is obliged to pay this invoice as if this constituted a separate agreement.

Clause 6 SUSPENSION AND DISSOLUTION

- 6.1 In the event of an impediment to fulfilling the agreement as a result of force majeure, Atomis will immediately be entitled either to suspend in full or in part the performance of the agreement or to dissolve the agreement in full or in part without Atomis being obliged to pay any compensation.
- 6.2 If the client/buyer does not, not properly or not within due time fulfil any obligation arising from him/it from the agreement or from an associated agreement entered into with Atomis, or if there are good reasons to fear that the client/buyer is or will not be able to fulfil his/its contractual obligations to Atomis, if the client/buyer was requested upon entering into the agreement to furnish security for the fulfilment of his obligations under the agreement and this security is not forthcoming or is insufficient, if due to the delay on the part of the client/buyer Atomis can no longer be required to fulfil the agreement under the originally agreed conditions, as well as in the event of bankruptcy, the invocation of the WSNP, a moratorium, discontinuation of full or partial transfer of the client/buyer's business, Atomis will be entitled to suspend the performance of the agreement for a maximum of six months without any notice of default or to dissolve it in whole or in part.
- 6.3 If the agreement is dissolved the claims of Atomis on the client/buyer will be immediately due and payable. If Atomis suspends the performance of the obligations, it will retain its rights under the law and pursuant to the agreement.
- 6.4 If Atomis decides to suspend or dissolve the agreement it will not be bound in any way whatsoever to compensate for damages and costs caused by this in any way whatsoever.
- 6.5 If the client/buyer does not fulfil its obligations arising from the agreement and this non-performance justifies dissolution, Atomis will be entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any damages or compensation whereas on the contrary the client/buyer will be obliged to pay damages or compensation on account of breach of contract.
- 6.6 If Atomis has good reason to doubt the preparedness to pay and/or the solvency of the client/buyer, it will be entitled, before delivering and/or performing the activities or continuing the activities, to demand security for the performance of all the obligations of the client/buyer on account of the agreement. If such security is refused by the client/buyer, Atomis will be free to consider the agreement as dissolved, notwithstanding the rights of Atomis to compensation for damages, expenses and lost profits.

Clause 7 RETENTION OF TITLE

- 7.1 Any items delivered by Atomis in connection with the agreement remain the property of Atomis until the client/buyer has properly fulfilled all the obligations under the agreement(s) entered into with Atomis.
- 7.2 Items supplied by Atomis which are covered by the retention of title pursuant to paragraph 1, shall not be resold and shall never be used as a means of payment. The client/buyer is not entitled to process, assemble or pledge the items covered by the retention of title or to encumber them in any other way.

- 7.3 The client/buyer must always do everything that can reasonably be expected of him to safeguard the ownership rights of Atomis and to retain them according to type and quantity as a recognisable property of Atomis.
- 7.4 If third parties seize items covered by the retention of title or want to establish rights or have rights exercised on them, the client/buyer will be obliged to inform Atomis of this immediately.
- 7.5 The client/buyer undertakes to take out insurance on the items supplied under the retention of title covering them against damage by fire, explosion and water as well as against theft, to maintain this insurance and to provide this insurance policy to Atomis for inspection at the first request. In the event of any insurance payments, Atomis will be entitled to these payments. Insofar as this is necessary the client/buyer undertakes to Atomis now for then to cooperate with anything that might (appear to) be necessary or desirable in that connection.
- 7.6 In the event that Atomis wants to exercise its ownership rights indicated in this Clause, the client/buyer gives in advance an unconditional and irrevocable consent to Atomis and third parties to be indicated by Atomis to access all those places where the properties of Atomis are situated and to take back those items.
- Clause 8 LIABILITY**
- 8.1 Atomis will only be liable for damage caused during or on the occasion of the performance of the agreement, if and insofar as this damage is the result of gross negligence and/or intent by Atomis and/or its managerial subordinates. In such a case Atomis will owe a fee amounting to not more than the amount of the purchase or delivery agreement agreed by the client/buyer and Atomis. The liability of Atomis is in any event limited at all times to the amount of the payments made by their insurer, should the occasion arise.
- 8.2 Atomis is not liable for losses of any nature whatsoever caused because Atomis based itself on inaccurate and/or incomplete data provided by or on behalf of the client/buyer.
- 8.3 Any consequential loss, trading loss and/or losses by lost income of the client/buyer, missed savings and losses by operational delays caused in any way whatsoever are not eligible for reimbursement by Atomis.
- 8.4 Atomis is not liable for losses and/or accidents which are the result of incompetent and/or improper use and/or incompetent or improper application by the client/buyer of the goods and/or items supplied and/or installed and/or produced by Atomis.
- Clause 9 WARRANTY**
- 9.1 The items to be supplied by Atomis must meet the usual requirements and standards which can reasonably be set upon them at the time of delivery and in the normal use for which they are intended in the Netherlands. The warranty mentioned in this Clause is applicable to items intended for use within the Netherlands. In the event of use outside the Netherlands the client/buyer itself has to verify whether its use is suitable for the use there and complies with the conditions set on it. In that case Atomis can set other warranty and other conditions with regard to the items to be supplied or the activities to be carried out.
- 9.2 Atomis provides warranty on the indoor LED light fittings supplied in accordance with Atomis's warranty policy 2015 that can be viewed on the website of Atomis www.atomis.nl. One (1) year warranty is granted on all other items.
- 9.3 The warranty does not relate to any ancillary costs incurring in connection with the recovery of the defects (such as, but not limited to, for instance for installation, removal and transport of the faulty and repaired or new product, disposal, call-out costs, lifting facilities, scaffolding) and any consequential damage; these costs are at the expense of the buyer.
- 9.4 Any form of warranty will lapse if a defect has occurred with regard to an item as a consequence of or resulting from its incompetent or improper use, incorrect storage or maintenance by the client/buyer and/or by third parties, when without the written consent of Atomis the client/buyer or third parties have made changes or tried to make changes to the item, other items have been connected to it which should not be connected to it or if they were processed or worked in a manner other than the prescribed one. Neither will the client/buyer be entitled to warranty if the defect originated by or is the consequence of circumstances which are beyond Atomis's control including weather conditions (such as for instance, but not limited to, extreme rainfall or temperatures) etc.

- Clause 10 COMPLAINTS**
- 10.1 The client/buyer is obliged to examine the delivered items (or have them examined) immediately at the moment the items are provided to it. In this connection the client/buyer should examine whether the quality and/or quantity of the items supplied correspond with what has been agreed and meet the requirements agreed by the parties in this respect.
- 10.2 The client/buyer can only invoke all rights in connection with a defect accruing to him/it in performing the agreement if he/it reports any visible defects in writing with all practicable speed to Atomis within seven days after the delivery; failure to do so will cause such rights to lapse. Any non-visible defects must be reported in writing immediately to Atomis but in any event not later than within a fortnight after they have been discovered, on pain of all his/its rights lapsing. The notification must include a description of the defect which is as detailed as possible as so that Atomis is able to respond adequately. The client/buyer must give Atomis the opportunity to examine a complaint (or have it examined).
- 10.3 If the client/buyer lodges a complaint within due time, this will not suspend its payment obligation. In that case the client/buyer also remains obliged to buy the remaining ordered items and to pay for them.
- 10.4 If a defect is notified after this period, the client/buyer will no longer have the right to recovery, replacement or compensation.
- 10.5 If it is an established fact that an item is defective and a complaint was lodged within due time, Atomis will replace or ensure the repair of the defective item within a reasonable period after it has been returned to it or, if returning the item is not reasonably possible, after a written notice by the client/buyer with regard to the defect, or pay the client/buyer alternative compensation for it, this at the discretion of Atomis. In the event of replacement, the client/buyer is obliged to return the replaced item to Atomis and to provide Atomis with the title to it unless otherwise indicated by Atomis.
- 10.6 If it becomes an established fact that a complaint is unfounded, the associated costs resulting from this including the costs of examination incurred on the part of Atomis, will be fully at the expense of the client/buyer.
- 10.7 After the warranty period has lapsed the client/buyer will be charged for all the costs of repair or replacement including administrative, shipping and call-out charges.
- 10.8 Contrary to the statutory period of limitation, the period of limitation of all claims and defences with regard to Atomis and the third parties involved by Atomis in the performance of an agreement, amounts to one year.
- Clause 11 INDEMNITY**
- 11.1 The client/buyer indemnifies Atomis against any claims by third parties who suffer losses in connection with the performance of the agreement and of which the cause is attributable to others than Atomis.
- 11.2 If Atomis is sued on that account by third parties, the client/buyer will be obliged to assist Atomis both in as well as out of court and immediately do everything that can be expected of it in that event. Should the client/buyer fail to take adequate measures, Atomis is entitled to take these measures itself without any notice of default being required. All costs and losses on the part of Atomis and third parties caused by this will be fully at the expense and risk of the client/buyer.
- Clause 12 APPLICABLE LAW**
- At all times Dutch law will apply to the agreements to be effected by Atomis with application of these Conditions, even if a contractual obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled abroad. The applicability of the Vienna Sales Convention is excluded.
- Clause 13 COMPETENT COURT**
- Subject to the right of the parties to submit an application to the president of the district court dispensing judgement in interim injunction proceedings, all disputes which might arise between Atomis and the client/buyer in connection with an agreement or further agreements entered into by both parties will be submitted to the judgement of the ordinary court in the district court area in which Atomis is established.