

General Conditions Dutch Engineering & Innovation bv

GENERAL TERMS AND CONDITIONS OF HELDER LIGHT BV, A PRIVATE COMPANY WITH LIMITED LIABILITY UNDER DUTCH LAW

Clause 1 Definitions

The following definitions are used in these General Terms and Conditions:

Helder Light:	the private company with limited liability under Dutch Law ; Helder Light bv, located at Willemstraat 26, 4811 AL Breda
Customer:	the natural person or legal entity which has (in)directly purchased or is going to purchase services and/or products from HELDER LIGHT
Products:	the products and product-related (intellectual property) rights of equipment and services to be delivered by HELDER LIGHT to the Customer.
Services:	advice, sales and after-sales support, design, development and/or installation in the broadest sense.
Agreement:	the written agreement between HELDER LIGHT and the Customer and/or the acceptance by a Customer of an offer made by HELDER LIGHT regarding the supply of Services and/or Products to the Customer.
Offer:	a written invitation by HELDER LIGHT to a third party containing the pricing and conditions for the supply of Services and/or Products.

Clause 2 Applicability

These General Terms and Conditions are applicable to any Agreement with the Customer and/or any Offer made by HELDER LIGHT to the Customer. The Customer's general terms and conditions are not applicable to any Agreement or any Offer unless parties have agreed upon this in writing. A copy of the General Terms and Conditions is enclosed with the Agreement or Offer.

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Clause 3 Objectives and description

HELDER LIGHT has the following objectives:

- the (worldwide) development, production, assembly, distribution and export of multiple led solutions and techniques, related systems, and the development, production, distribution, operation, export and merchandise of all invented and related products;
- consultancy and sales with regard to professional parties and consumer parties concerning technical solutions and techniques;
- in general, the establishment and acquisition of, the participation in, the collaboration with, the entering into (international) business relations with, and the management and financing of other legal entities;

Clause 4 Offers

- 4.1 The Offers of HELDER LIGHT are not binding, irrespective of their form. HELDER LIGHT is only bound to an Offer and/or Agreement when HELDER LIGHT has confirmed such in writing to the Customer. Additions or amendments to the Agreement are only valid if confirmed by HELDER LIGHT.
- 4.2 The Customer must return the Offer and all the technical data, (including copies in all forms of this data) supplied to it upon HELDER LIGHT' first request within the period specified by HELDER LIGHT. In the event of an infringement of this provision the Customer shall owe HELDER LIGHT a penalty of EUR 1,000 (one thousand euros) per day. This penalty may be claimed in addition to any compensation owed by law.

Clause 5 Delivery period

- 5.1 The delivery period quoted by HELDER LIGHT in the Agreement and/or Offer is approximate.
- 5.2 In fixing the delivery period HELDER LIGHT assumes that it can execute the Agreement in the circumstances known to him at that time.
- 5.3 The delivery period starts when Parties have agreed upon all technical details, all necessary data, final drawings, prepayments, construction materials etc., and all these are in the possession of HELDER LIGHT and all necessary conditions for execution have been fulfilled.
- 5.4 If circumstances occur other than those known to HELDER LIGHT when the delivery period was fixed, HELDER LIGHT may extend the delivery period by the time necessary to execute the order in the new circumstances.

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- 5.5 If there is extra work to be done that was not agreed upon, the delivery period shall be extended by the time that is necessary to supply (or arrange for the supply of) the materials and parts for this purpose and to carry out the additional work. If the extra work cannot be fitted into HELDER LIGHT' planning schedule it shall be completed as soon as its planning schedule permits.
- 5.6 If any of HELDER LIGHT' obligations are suspended, the delivery period shall be extended for the duration of the suspension. If continuation of the work cannot be fitted into HELDER LIGHT' planning schedule, the work shall be completed as soon as its planning schedule permits.
- 5.7 If the delivery of the Services/Products is impossible owing to force majeure - for example as described under clause 17 of these General Terms and Conditions - the delivery period shall be extended by the term of the delay that has occurred.
- 5.8 If the delivery period is exceeded this shall not under any circumstances lead to any entitlement to compensation, unless otherwise agreed upon in writing.

Clause 6 Price, Payment and Delivery terms

- 6.1 The prices mentioned in the Agreement and/or the Offer are fixed, unless Parties agree otherwise in writing.
- 6.2 The prices mentioned in the Agreement are ex works in accordance with the Incoterms (latest version) and excluding VAT and other taxes, duties, local and governmental fees, obligations and other external costs.
- 6.3 If the prices are not confirmed in the written Agreement, the prices according to HELDER LIGHT' official price list are applicable. If such a price list does not exist the price will be determined according to the latest prices as confirmed to the Customer in writing.
- 6.4 HELDER LIGHT has the right to increase the agreed prices by a maximum of 5% per year insofar as they relate to the part(s) of an Agreement that has/have not yet been performed.
- 6.5 If HELDER LIGHT is required to carry out extra work that was not agreed between parties, HELDER LIGHT can only charge the Customer for such work if the Customer has agreed upon this in writing.

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- 6.6 The Customer will remit the price as set out in the Agreement in instalments, according to the invoicing schedule as set forth in the Agreement. HELDER LIGHT will send out invoices to the Customer, which shall be paid by the Customer within thirty (30) days after the date of the invoice. The moment that HELDER LIGHT' bank account is credited with the applicable invoiced amount will be deemed to be the moment of payment. In the event that no invoicing schedule has been determined, HELDER LIGHT will invoice every calendar month.
- 6.7 If payment of an invoice is not made within the agreed period for payment according to clause 6.6, the Customer shall immediately owe interest to HELDER LIGHT of 1.25 % per (part of) 30 days from the date on which the invoice should have been paid.
- 6.8 If payment has not been made within the agreed period for payment, the Customer shall owe HELDER LIGHT all extrajudicial costs of recovery, estimated at 15 % of the outstanding payments, subject to a minimum of EUR 1,000 (one thousand euros) excluding VAT. If the actual extrajudicial costs of recovery rise above such levels as mentioned in this article 6.8, HELDER LIGHT will be entitled to claim the additional costs as well.
- 6.9 If the Customer has not met his obligations as set out in the Agreement, HELDER LIGHT can suspend its obligations and in addition HELDER LIGHT will exercise its right of retention with regard to the Services and/or Products that have to be delivered by HELDER LIGHT to the Customer until all amounts owed by the Customer are paid in full.

Clause 7 Reservation of title

- 7.1 After delivery of the goods HELDER LIGHT shall retain title to the Services and/or Products as long as the Customer:
- (a) fails or will fail to perform its obligations under the Agreement or other similar Agreements between HELDER LIGHT and the Customer;
 - (b) fails or will fail to pay for activities performed or yet to be performed under such Agreements as mentioned under 7.1.a.
 - (c) has not paid all claims that result from the non-fulfilment of the abovementioned Agreements in 7.1.a and b such as damages, penalties, interest and costs.
- 7.2 As long as HELDER LIGHT retains title to delivered goods, the Customer may not sell those goods nor encumber them other than in the normal course of its business.
- 7.3 After HELDER LIGHT has invoked its reservation of title it may retake possession of the delivered goods in the circumstances as mentioned in 7.1.a, b and c. The Customer shall allow HELDER LIGHT to enter the place where the goods are stored to enable HELDER LIGHT to such retake of possession.

Clause 8 Intellectual and industrial property rights

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- 8.1. All intellectual and industrial property rights connected to the Products and/or Services belong to HELDER LIGHT.
- 8.2. Only HELDER LIGHT will be entitled to file or register an intellectual and/or industrial property right as mentioned in 8.1. In the event such right is granted the Customer can receive a non-exclusive license to use that right under the conditions further to be agreed in a license agreement.
- 8.3 The (industrial) property rights to drawings, calculations, descriptions, models and tools provided by HELDER LIGHT belong to HELDER LIGHT. The rights to the data referred to shall remain the property of HELDER LIGHT, irrespective of whether costs are charged to the Customer for the production. Such data may not be copied, used or shown to third parties without the express prior written consent of HELDER LIGHT. If this provision is infringed, the Customer shall owe HELDER LIGHT a penalty of EUR 25,000 (twenty-five thousand euros) This penalty may be claimed in addition to any statutory right to claim damages.

Clause 9 Confidentiality

- 9.1 Parties agree that any and all information regarding Parties' (research) business - disclosed during and in connection with the Agreement, in whatever format - shall be deemed confidential if the nature of the information is confidential and if the confidential nature of that information was or should reasonably have been known to the other Party (such as, but not limited to, technical, commercial, financial and legal data/information). Parties agree that they will treat confidential information in full confidence and they shall not, without the prior written consent of the other Party, use or disclose confidential information to any third party. This obligation will remain in force and effect after termination of the agreement.
- 9.2 The obligation to observe secrecy as set forth in the previous clause shall not apply to information in respect of which the Party concerned can prove that:
- it had been available to that Party already before the Activities were started;
 - it is publicly known or, since the Agreement commenced, has become publicly known through no fault of the Party involved;
 - it was developed independently of the information received;
 - it was received from third parties and, to the best knowledge of the receiving Party, does not originate from the other Party;

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- it is to be disclosed pursuant to the Agreement, by law or by requirement of a court, administrative agency or other governmental body, provided that each Party shall provide the other Party with prompt notice of such reason of disclosure to afford the other Party an opportunity to intervene and prevent the disclosure.

9.3 In the event of an infringement of this provision the customer shall owe HELDER LIGHT a penalty of EUR 25,000 (twenty-five thousand euros) per day plus EUR 1,000 (one thousand euros) for each day that such infringement continues. This penalty may be claimed in addition to any right to compensation of damages by law.

Clause 10 Termination of the Agreement

- 10.1 If one of the Parties should fail to meet an obligation resulting from the Agreement, the Party concerned will, after having been given notice of default, have the possibility to fulfil the obligation within a reasonable term. If such outstanding obligation is not fulfilled within this term, the other Party is entitled to terminate the Agreement by registered mail, without observing a notice period and without prejudice to the right of compensation. Furthermore any and all amounts owed to the terminating Party by the Party in default will be immediately due and payable.
- 10.2 Parties have the right to terminate the Agreement by registered mail, and with immediate effect:
- a. in the event the other Party is in a state of bankruptcy or suspension of payment or a petition to that effect has been filed by or against that Party;
 - b. in the event the business of the other Party is wound up or closed down;
 - c. in the case of force majeure - as determined in these General Terms and Conditions - if the force majeure situation lasts over ninety (90) days. Furthermore, HELDER LIGHT is entitled to terminate the Agreement in the event the control of the Customer's business is transferred, directly or indirectly, to a third party.
- 10.3 If by the time of such termination as set out in clauses 10.1 and 10.2 the Customer has already received any performance in the execution of the Agreement, such performance and the associated payment obligation shall be incapable of being undone unless HELDER LIGHT is in default with respect to such performance. Any amounts invoiced by HELDER LIGHT before termination in connection with work that has already been performed or delivered by the same in execution of the Agreement shall remain fully due and shall become immediately payable upon termination.

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- 10.4 In the event of (premature) termination or rescission, the Parties will remain bound by those clauses of these General Terms and Conditions which are intended to survive termination of the Agreement.

Clause 11 Liability

- 11.1 HELDER LIGHT shall not be liable towards the Customer for any claims, costs or damages that may result, directly or indirectly, from the executed Agreement and/or the use of the Research Results, unless and to the extent that damage is caused by gross negligence and/or wilful misconduct by an executive of HELDER LIGHT.
- 11.2 HELDER LIGHT is not liable for any indirect, incidental or consequential damages (including, without limitation, lost business or profits, loss of data or loss of equipment).
- 11.3 All pictures, catalogues, drawings or any information regarding size, weight or capacity of the products and/or services are as accurate as possible. However, HELDER LIGHT cannot be held responsible for and/or is not liable for any damage if the provided information and materials differ marginally from the information set out in any format, or presented through any media.
- 11.4 The liability of HELDER LIGHT for damage incurred by the Customer because of shortcomings and defects is limited to direct damage up to a maximum of the invoiced amounts paid by the Customer in connection with the Agreement to which the damage relates.
- 11.5 HELDER LIGHT is not liable for damage which results from defects in the goods supplied to HELDER LIGHT by a third party supplier which were subsequently supplied by HELDER LIGHT to the Customer, unless and only to the extent that HELDER LIGHT is able to recover such damage from its supplier.
- 11.6 HELDER LIGHT is not liable for any information provided by third parties, such as but not limited to resellers or retail organizations and/or any party that resells or distributes HELDER LIGHT' products.
- 11.7 HELDER LIGHT is not liable for damage in the event that any defects and/or damage are caused and/or are attributable to the Customer or its personnel or third parties. Furthermore, HELDER LIGHT accepts no liability if the Customer or its personnel or third parties have made changes or repairs to the – delivered – products, or used it in a process that made any changes to the product or damage it. Neither shall HELDER LIGHT be held liable in the

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event that the Products are used in another way and/or another manner and/or for another purpose than for the purpose of the Products as mentioned in the user manual.

- 11.8 HELDER LIGHT is only liable for damage arising from advice furnished to the Customer insofar as HELDER LIGHT is insured for such damage.
- 11.9 The Customer shall indemnify and hold HELDER LIGHT harmless from any third-party claims arising from the Agreement executed by HELDER LIGHT on the Customer's request and/or the use by the Customer of the Research Results delivered by HELDER LIGHT.
- 11.10 Any claim of the Customer in respect of this clause must be expressly notified to HELDER LIGHT in writing as soon as possible but in any case within one (1) year after the date of the final invoice of the applicable Agreement, in default of which any claim will lapse completely.

Clause 12 Transmission of risk

- 12.1 The delivery by HELDER LIGHT will be made "ex works" in accordance with Incoterms 2000. The risk of the Services/Products shall pass to the Customer at the moment the seller makes the Services and/or Products available to the Customer.
- 12.2 If, irrespective of the provisions of the previous paragraph, the Customer and HELDER LIGHT agree that HELDER LIGHT shall arrange for the carriage, the Customer shall bear the cost and the risk of storage, loading and carriage unloading. It is up to the Customer to take out proper insurance against these risks.
- 12.3 Even if the seller installs and/or assembles the products sold to Customer, the risk in relation to the goods shall pass at the moment HELDER LIGHT makes them available to the Customer at HELDER LIGHT' business premises or at another agreed place.

Clause 13 Transport and return of goods

- 13.1 The Customer is obliged to fully co-operate in the delivery of the Products and/or Services to be delivered by HELDER LIGHT pursuant to the Agreement. The Customer shall be in default, even without having been summoned or having been given notice of default, in the event that and as soon as it does not, upon HELDER LIGHT' first request, collect the Products and/or Services to be delivered or, in the event that delivery at the Customer's address has been agreed upon, refuses to take receipt of the Products and/or Services to be delivered. Should this be the case, then HELDER LIGHT shall be free to take appropriate measures, such on the account and at the risk of the Customer. The Products and/or Services

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will then be stored at the risk of the Customer. HELDER LIGHT is entitled to charge the costs of storage to the Customer.

- 13.2 In the event that HELDER LIGHT, at the Customer's request, arranges the transport of the goods to be delivered, HELDER LIGHT is free to choose the packaging, the means of transport and the route to be taken. The transport shall take place on the account and at the risk of the Customer, unless the Parties have agreed otherwise in writing.

Clause 14. Warranty

- 14.1 HELDER LIGHT warrants the proper execution of the agreed performance of the Services and/or Products for the period of one year after delivery of those Services and/or Products.
- 14.2 The guarantee for – delivered - Products and/or Services provided by HELDER LIGHT shall on no account exceed the guarantee that HELDER LIGHT received from its supplier, manufacturer or importer.
- 14.3 The guarantee for - delivered – Products and/or Services only covers the replacement and/or repair of (parts) of the Products free of charge and the performance of the Services free of charge, unless HELDER LIGHT and the Customer have agreed otherwise in writing.
- 14.4 No claims to any guarantees can be made:
- if the Customer has not complained in writing within the period of guarantee as agreed upon between HELDER LIGHT and the Customer;
 - if the Customer is non-performing and/or is in non-observance of its obligations under the Agreement and/or a prior Agreement;
 - if the defect or shortcoming in the performance is not attributable to circumstances which fall within the risk of HELDER LIGHT, in the broadest sense;
 - if the defect or wastage is the result of negligent maintenance;
 - if the Products have been modified or adapted by third parties without the consent of HELDER LIGHT;
 - if the defect or shortcoming is the result of improper use and/or failure to observe instructions in the manual;
 - if the defect or shortcoming is a result of lightning strike or any other weather-related cause;
 - if the defect or shortcoming is the result of exposure to conditions that are not fit to the product

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14.5 Under no circumstances does any claim under any guarantee mean that the Customer does not have to fulfil its payment obligations as set out in the Agreement.

Clause 15 Modifications

Modifications, changes, supplements to and extensions of the Agreement, Offers or these General Terms and Conditions are only binding after being agreed upon in writing between the Customer and HELDER LIGHT.

Clause 16 Assignment

The rights and obligations as determined in the Agreement and these General Terms and Conditions may not be assigned by either HELDER LIGHT or the Customer without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The above provision will not apply in the case of assignment by HELDER LIGHT to its legal successor(s).

Clause 17 Force Majeure

In the case of force majeure the Party concerned is entitled to suspend its obligations for the duration and to the extent of the force majeure, provided that the other Party has been notified in writing of the force majeure. Force majeure concerns those situations which prevent the execution of the Activities or the Agreement and for which the Party concerned cannot be held accountable pursuant to law, the Agreement or according to generally accepted standards and which, as a result, are not attributable to that Party either.

Clause 18 Takeover of personnel

The Customer is not allowed to employ or to directly offer activities to HELDER LIGHT' employees who are involved in the execution of the Agreement between HELDER LIGHT and Customer. If this provision is infringed, the Customer will be obliged to pay an immediately due and payable penalty of EUR 45,000 (forty-five thousand euros) for each violation. This obligation will remain in force and effect during a period of one (1) year following the end of the Agreement.

Clause 19 Severability

The invalidity or unenforceability of any particular provision of the Agreement and of these General Terms and Conditions shall not affect any other provisions therein. The Agreement and these General Terms and Conditions shall be executed in all respects as if such invalid or unenforceable provision was omitted. The invalid and/or unenforceable part will be replaced by a valid and enforceable provision that reflects the intention of Parties as much as possible.

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Clause 20 Governing law

- 20.1 The Agreement and these General Terms and Conditions shall be exclusively governed by Dutch law.
- 20.2 All disputes which may arise from the Agreement and/or these General Terms and Conditions or from the execution of the Agreement will in the first instance be exclusively submitted to the competent court of the area where HELDER LIGHT has its registered office.
- 20.3 The Sale of Goods (Vienna Convention Act) is not applicable to the Agreement.