

Lights Interaction Agro B.V. – General Terms and Conditions

Article 1. Scope of application

- 1.1 These general terms and conditions shall govern all offers, quotations, legal acts and agreements of any nature whatsoever involving Lights Interaction Agro B.V. (hereinafter referred to as "Lights Interaction") and a Client, as well as any undertakings given pursuant to same, even where a legal act does not result in or is not related to an agreement. Any derogation may only be agreed to with Lights Interaction in writing.
- 1.2 For the purposes of these terms and conditions "Client" is deemed to refer to any client or other party who enters or wishes to enter into an agreement with Lights Interaction or to whom the latter presents an offer or effects delivery or performance, as well as their legal successors.
- 1.3 For the purposes of these terms and conditions "Supplier" is deemed to refer to a person or business who provides services directly or indirectly for the purposes of executing an agreement between a Client and Lights Interaction. It is also deemed to refer to a manufacturer of products (or parts thereof) which Lights Interaction supplies for the purposes of executing an agreement between a Client and Lights Interaction.
- 1.4 In the event that any provision of these general terms and conditions is invalid or inapplicable for any reason whatsoever, the rest of these general terms and conditions shall continue to apply and the invalid provision shall be interpreted in such a manner that its purpose and purport shall be retained as far as possible. In the event that an such interpretation does not present a solution, Lights Interaction and a Client shall enter into consultation with each other to agree on new provisions to replace any invalid ones so as to ensure that the purpose and purport of the original provisions are retained as far as possible.
- 1.5 Lights Interaction shall at all times be entitled to amend these general terms and conditions. An amendment shall come into effect one (1) month after it is announced.
- 1.6 The application of any form of general terms and conditions on the part of a Client is explicitly rejected. Any procurement or other terms and conditions which a Client declares to be applicable shall not be binding on Lights Interaction, unless the latter consents to them in writing. Such consent may not be adduced from the fact that Lights Interaction fails to refute a statement made by a Client to the effect that the latter does not consent to Lights Interaction's terms and conditions and declares their own terms and conditions to be applicable.

Article 2.3. Offers

- 2.1 All offers shall be free of obligation.
- 2.2 Although the documents constituting part of an offer made by Lights Interaction (such as technical specifications, drawings, calculations and so forth) shall be as accurate as possible, they shall not be binding.
- 2.3 Any prices cited in an offer shall be based on delivery "FCA" (Free Carrier) at Lights Interaction's warehouse based in Heeg in the Netherlands in accordance with Incoterms 2010. Such prices shall be exclusive of value added tax and packaging.
- 2.4 In the event that a Client does not accept an offer made by Lights Interaction, the latter shall be entitled to charge that Client for all of the costs which it has incurred for the purposes of presenting that Client with an offer and the Client shall be required to pay those costs within fourteen (14) days after the relevant invoice date.
- 2.5 An offer shall have a term of validity of fourteen (14) days, unless Lights Interaction gives notice otherwise.

Article 3. Intellectual property rights

- 3.1 Unless otherwise agreed in writing, Lights Interaction shall retain copyright and all other intellectual property rights to any offers made or designs, images, drawings, samples and other models, software and the like.
- 3.2 The rights to the data referred to in Clause (1) of this article shall remain Lights Interaction's property irrespective of whether or not a Client has been charged for their production. Without Lights Interaction's prior, written, explicit consent such data may not be copied, used or exhibited to other parties. A Client shall be liable to pay Lights Interaction a penalty, payable with immediate effect, of EUR 25,000.00 (twenty-five thousand euros) for each contravention of this clause. Such penalty may be sought in addition to compensation pursuant to the law.
- 3.3 When first requested to do so, a Client shall be required to return any data referred to in Clause (1) of this article which has been supplied to them by a deadline stipulated by Lights Interaction. In the event of a contravention of this clause, that Client shall be liable to pay Lights Interaction a penalty, payable with

immediate effect, amounting to EUR 1,000.00 (thousand euros) per day. Such penalty may be sought in addition to compensation pursuant to the law.

- 3.4 A Client shall indemnify Lights Interaction against any claim made by a third party in relation to intellectual property rights to materials or data supplied by that Client which are used for the purposes of executing the relevant contract.
- 3.5 In the event that a Client supplies data storage media, electronic files or software and so forth, they shall warrant that such media, files or software are free of viruses and defects.

Article 4. Advice and information provided

- 4.1 A Client may not derive any rights from advice or information that they receive from Lights Interaction if it does not relate to the contract concerned.
- 4.2 In the event that a Client supplies data, drawings, specifications and the like to Lights Interaction, the latter may assume that they are complete and correct for the purposes of its offer and when executing the relevant agreement. A Client shall bear any risks involved and be liable for any loss occasioned by any error or defect in drawings, calculations, instructions, specifications and structures that they have supplied.
- 4.3 A Client shall indemnify Lights Interaction against any claim made by a third party in relation to the use of any advice, drawings, calculations, designs, materials, samples, models and the like supplied by or on behalf of that Client.

Article 5. Delivery time and period of execution

- 5.1 A delivery time and/or period of execution shall be deemed to have been decided on by Lights Interaction by way of an estimate and shall under no circumstances be deemed to represent a material deadline.
- 5.2 When deciding on a delivery time and/or period of execution, Lights Interaction shall assume that it is capable of executing the relevant contract in the circumstances of which it is aware at that point in time.
- 5.3 A delivery time and/or period of execution shall only commence once agreement is reached on all commercial and technical details, and all of the requisite information, final and approved drawings, and the like are in Lights Interaction's possession, the agreed payment (or instalment) has been received and the conditions which are necessary for the execution of the relevant contract have been satisfied.
- 5.4. a. In the event that circumstances exist other than those Lights Interaction was aware of when it decided on a delivery time and/or period of execution by way of an estimate, it may extend such delivery time and/or period of execution by the time that it requires to execute the relevant contract under those circumstances. Where it is impossible to fit any work in Lights Interaction's schedule, it shall be carried out as soon as that schedule allows.
- b. Should there be any question of excess work, the delivery time and/or period of execution shall be extended by the time which Lights Interaction requires to supply (or arrange for this to be done) the relevant materials and parts, and to carry out such excess work. Where it is impossible to fit any excess work in Lights Interaction's schedule, it shall be carried out as soon as that schedule allows.
- c. In the event that there is any question of Lights Interaction's obligations being suspended, the delivery time and/or period of execution shall be extended by the duration of that suspension. Where it is impossible to continue any work in Lights Interaction's schedule, it shall be carried out as soon as that schedule allows.
- d. Where delivery by a Supplier is delayed, the delivery time and/or period of execution shall be extended by the delay which occurs as a result and, in the event that the work then cannot fit in Lights Interaction's schedule, it shall be carried out as soon as that schedule allows.
- 5.5 A Client shall have a duty to pay any costs which Lights Interaction incurs as a result of any delay of the delivery time and/or period of execution referred to in Clause (4) of this article.
- 5.6 Under no circumstances shall a failure to meet a delivery time and/or period of execution confer entitlement to compensation or cancellation on the relevant Client.

Article 6. Passing of risk

- 6.1 Delivery shall occur FCA (Free Carrier) from the Lights Interaction warehouse in Heeg in accordance with Incoterms 2010. Any risks associated with materials shall pass at such time as delivery is made to the relevant Client.
- 6.2 Irrespective of what is stipulated in Clause (1) of this article, a Client and Lights Interaction may agree that the latter will assume responsibility for transport. In this case the Client concerned shall bear the risks associated with storage, loading, transport and unloading. A Client may insure themselves against such risks.

- 6.3 Where a trade-in occurs and the relevant Client holds the asset which is to be traded in in their possession in anticipation of the delivery of the new assets, that Client shall bear any risks associated with the asset that is to be traded in until such time as they have placed it in Lights Interaction's possession. Should a Client be unable to supply an asset that is to be traded in in the condition in which it found itself at the time when the relevant agreement was concluded, Lights Interaction may cancel that agreement.

Article 7. Price changes

- 7.1 Lights Interaction may pass on an increase due to any changes in cost price determining factors which occur after the relevant agreement has been concluded to the Client concerned.
- 7.2 A Client shall have a duty to pay any price increase referred to in Clause (1) of this article at any of the following points in time, such to be determined at Lights Interaction's discretion:
- a. when that price increase occurs;
 - b. simultaneously with the payment of the principal sum;
 - c. together with the next agreed instalment.

Article 8. Force majeure

- 8.1 In the event that Lights Interaction is prevented from executing an agreement (or continuing to do so) due to *force majeure*, it shall be entitled to cancel all or part of the relevant agreement (with immediate effect) by means of a written notice to this effect in the absence of any judicial intervention and without any obligation to provide compensation subject to Lights Interaction's entitlement to payment by the relevant Client for any performance which Lights Interaction had already effected before there was any question of a situation of *force majeure*, or to suspend the execution of that agreement (or its continued execution). In the event of such suspension Lights Interaction shall as yet be entitled to cancel all or part of the relevant agreement.
- 8.2 Lights Interaction shall also be entitled to invoke *force majeure* in the event that the circumstances which prevent its compliance (or further compliance) occur after it should have complied with its obligations.
- 8.3 Amongst other things, *force majeure* is deemed to refer to circumstances where suppliers, contractors working for Lights Interaction or transporters whom it has engaged fail to comply with their obligations or to do so on time, the weather, earthquakes, power failures, losses, the theft or loss of equipment or materials, import or trade restrictions, road blockades, strikes or work stoppages affecting it or its Suppliers or any non-compliance on the part of the latter as a result of which Lights Interaction cannot (or can no longer) reasonably be expected to comply with its obligations.

Article 9. Changes to the work

- 9.1 A change to the work may at any rate result in excess work or a work shortfall where:
- a. a change is made to the design or specifications;
 - b. the information supplied by the relevant Client does not correspond to the actual situation;
 - c. there is a derogation of more than 10% from the estimated quantities.
- 9.2 Excess work shall be calculated on the basis of those cost determining factors which are applicable when that excess work is carried out. A work shortfall shall be calculated on the basis of the cost determining factors which were applicable at the time when the relevant agreement was concluded.
- 9.3 A Client shall have a duty to pay the price of any excess work referred to in Clause (1) of this article at any of the following points in time, such to be determined at Lights Interaction's discretion:
- a. when that excess work occurs;
 - b. simultaneously with the payment of the principal sum;
 - c. together with the next agreed instalment.
- 9.4 Should the sum of the work shortfall exceed that of the excess work, Lights Interaction may charge the relevant Client 10% of the difference as part of the final bill. This clause shall not apply in the case of a work shortfall which is due to a request made by Lights Interaction.

Article 10. Liability

- 10.1 Under no circumstances shall Lights Interaction have a duty to provide compensation for a loss that has been suffered directly or indirectly pursuant or due to defective goods, services or work supplied or performed by Lights Interaction, the relevant Client and/or any other party, or the failure of any goods and/or services supplied or to be supplied by Lights Interaction, the Client and/or any other party to function or to do so properly or on time, except in the case of a wilful act or omission or gross negligence on the part of Lights Interaction.

- 10.2 In the event that Lights Interaction is not entitled to rely on Clause (1) of this article, its duty to provide compensation on any legally stipulated grounds whatsoever shall be confined to the loss against which it is insured pursuant to an insurance policy taken out by or in behalf of it but under no circumstances shall it exceed the amount which is paid out pursuant to that insurance in the relevant case.
- 10.3 Should Lights Interaction not be entitled to rely on the limitation stipulated in Clauses (1) and (2) of this article, its liability for compensation shall remain confined to no more than 15% of the total contract fee (exclusive of VAT). Where an agreement makes provision for parts or part deliveries, its liability for compensation shall be confined to no more than 15% of the contract fee payable for that part or part delivery (exclusive of VAT).
- 10.4 The following shall not qualify for compensation:
- a. consequential loss whatsoever may have caused it. "Consequential loss" is deemed to refer to, amongst other things, a delay of the delivery time for goods and services, any loss due to the disruption of business or lost productivity, loss of earnings, transport costs and/or travel and accommodation expenses. A Client may insure themselves against such loss if possible;
 - b. damage to property held in custody. "Damage to property held in custody" is deemed to refer to, amongst other things, any damage that is inflicted on property on which work is performed or which is located within the vicinity of the site where work is carried out as a result of or during the performance of that work. A Client may insure themselves against such loss if required;
 - c. any loss due to a deliberate act or omission, or wilful recklessness on the part of Lights Interaction's assistants or non-supervisory subordinates; and/or
 - d. loss due to the disruption of business (disruption of business, loss of earnings, and the like).
- 10.5 Lights Interaction shall not be liable for any damage inflicted on materials supplied by or on behalf of a Client as a result of them not being treated properly.
- 10.6 A Client shall indemnify Lights Interaction against any claim made by a third party on the grounds of product liability due to a defect in a product which that Client has supplied to such third party and which consists of (or partly so) products and/or materials supplied by Lights Interaction. A Client shall have a duty to provide compensation for any loss which Lights Interaction suffers in this respect, including all of the costs involved in defending itself.
- 10.7 Lights Interaction shall not be liable for any harmonic current emissions, inrush peaks or other dirty power in a Client's electrical installation.
- 10.8 Lights Interaction shall not be liable for exceeding the contractual capacity which a Client has agreed on with its energy supplier and/or grid manager.
- 10.9 Lights Interaction shall not be liable for any harm caused to a Client or any other party by its staff and/or any Supplier engaged by it on any grounds or due to any cause whatsoever, except in the case of a culpable, deliberate act or omission, or gross negligence on the part of Lights Interaction. Under no circumstances shall its liability extend further than the cover provided by the relevant insurance taken out by Lights Interaction.
- 10.10. Lights Interaction shall not be liable for a loss of any nature whatsoever which occurs due to or is the result of the improper, careless or incompetence use of any goods supplied by Lights Interaction or their use for anything other than their normal purpose.

Article 11. Warranties and other entitlements (general)

- 11.1 Unless otherwise agreed in writing, whether in these general terms and conditions or otherwise, and confirmed by Lights Interaction in writing, the latter shall warrant proper performance as agreed for a period of six (6) Months after delivery. In the event that a different term of warranty is agreed to and confirmed by Lights Interaction in writing, the other clauses of this article shall also apply.
- 11.2 Should Lights Interaction fail to effect performance as agreed, it may elect to ensure that it does so or it may credit the relevant Client for a proportionate part of the invoice concerned. In the event that Lights Interaction elects to effect proper performance, it shall itself determine the manner in which and time when this is to occur. Where the agreed performance consisted (partly or otherwise) of the treatment of materials supplied by a Client, that Client shall be required to supply new materials at their own risk and expense.
- 11.3 A Client shall be, after contact with Lights Interaction, required to send Lights Interaction any parts or materials which the latter is to repair or replace.
- 11.4 A Client shall be liable for:
- a. all transport or shipping costs;
 - b. the costs involved in assembly and disassembly;
 - c. travel and accommodation expenses.
- 11.5 In all cases a Client shall be required to afford Lights Interaction an opportunity to remedy any defect or carry out the relevant treatment again within a reasonable period of time.
- 11.6 A Client may only invoke a warranty after they have complied with all of their obligations towards Lights Interaction.
- 11.7 a. No warranty shall be provided in the event that a defect is due to:
- normal wear and tear;
 - improper use;
 - maintenance which has not been carried out or not appropriately;
 - installation, assembly, alterations or repairs carried out by the relevant Client or any other party;
 - any defective or unsuitable item sourced from or stipulated by the relevant Client;
 - any defective or unsuitable ancillary or other materials used by the relevant Client.
- b. No warranty shall be provided for:
- any item supplied that was not new at the time when it was delivered;
 - the inspection and repair of an item belonging to a Client;
 - any part in respect of which a manufacturer's warranty has been granted.
- 11.8 The provisions of Clauses (2) to (7) of this article shall apply *mutatis mutandis* in the case of a Client's entitlements pursuant to default of performance, non-conformity or any other grounds whatsoever.
- 11.9 A Client may not assign any rights pursuant to this article and Articles 12 to 16.

Article 12. Conditions governing the applicability of warranties (in general)

- 12.1 A warranty shall only apply:
- I. provided that what has been supplied has been properly wired and installed, and operates in accordance with the relevant electrical parameters, operating range and environmental requirements stipulated in the specifications, instructions, any document supplied with the consignment or in IEC standards;
 - II. provided that, where the installation work is carried out by the relevant Client, a certified low-voltage equipment inspector [Inspecteur Laagspanningsinstallatie] (ILS) inspects the relevant electrical installation and records their findings in an inspection report;
 - III. provided that a consignment has not been incorrectly used, misused or abnormally or improperly used contrary to any applicable standards, codes or instructions, including but not confined to any contained in the most recent electrical and/or safety and industry standards for the relevant region(s); and
 - IV. provided that the relevant Client's installation is fitted with a timed meter which Lights Interaction deems to be durable. In the event that a complaint is submitted, the relevant Client shall be required to submit convincing evidence of the number of operating hours and circuits per day at Lights Interaction's request.
- 12.2 The term of the warranty on fixtures stipulated in Articles, 13 and 16 shall commence at the time when it is put into service or by no later than one (1) month after the fixtures have been supplied, whichever occurs first. The underlying principle in this respect is that Lights Interaction will supply any fixtures ordered by a Client within a period of two (2) months. In the event that a longer period is required in which to supply them, the warranty shall come into effect at the time when they are put into service or by no later than one (1) month after each part delivery.

- 12.3 The term of the warranty on parts which are not complete fixtures as referred to in Article 12.2 shall commence at the time when Lights Interaction supplies them.
- 12.4 The remaining term of the relevant warranty shall apply in the case of any fixtures or components which are replaced and/or work that is carried out.

Article 13. Warranty on 315 watt, 600 watt, 630 watt, 750 watt and 1,000 Watt model electronic fixtures

- 13.1 The warranty stipulated in this article shall apply in respect of electronically controlled fixtures fitted with an electronic ballast with a wattage of 315, 600, 630, 750 or 1,000 Watts.
- 13.2 The term of the warranty on electronic fixtures (with the exception of electronic ballasts and lamps) shall amount to One (1) Year.

Article 14. Warranty on defective electronic ballasts and lamps

- 14.1 The term of the warranty on electronic ballasts of 315, 600, 630, 750 or 1,000 Watts shall amount to One (1) Year. Mechanical or water damage, or any damage due to over or undervoltage shall not be covered by a warranty.
- 14.2 The term of the warranty on electronic lamps of 315, 600, 630, 750 or 1,000 Watts shall amount to One (1) Year. Breakage, pollution and mechanical damage shall not be covered by a warranty.
- 14.3 The aforementioned warranty terms for electronic ballasts and lamps shall only apply provided that they are incorporated into a fixture as a system produced by the same manufacturer. Where they are not fitted as a system produced by the same manufacturer, the term of the warranty on both types of components shall be one (1) year.

Article 15. Warranty on lamp light output

- 15.1 The warranty stipulated in this article shall apply in the case of lamps intended for electronic and electromagnetic fixtures.
- 15.2 The warranty on a lamp's light output shall only apply in the case of a comprehensive customer project (new or after batch replacement) subject to a minimum of five hundred (500) items.
- 15.3 In the event that a Client claims a light output shortfall, Lights Interaction shall be entitled to verify this based on a random sample of no less than fifteen (15) lamps selected by it and taken from that Client's affected site, and such verification shall occur in a standard test configuration.
- 15.4 Should Lights Interaction be of the opinion that the average light output is less than that warranted by the relevant manufacturer, Lights Interaction shall pass on the claim to the manufacturer of the lamps in question.
- 15.5 In the event that a manufacturer declares that a claim is well-founded, it will present a compensation proposal on a *pro rata* basis. Lights Interaction shall present such a compensation proposal to the relevant Client.
- 15.6 A manufacturer's conclusion that a claim is well-founded or not shall be binding. Under no circumstances shall any lamp sent to a manufacturer be returned.
- 15.7 Based on a compensation proposal, a Client may only carry out a batch replacement for the entire affected site (constituting part of a customer project) using lamps produced by the same manufacturer.
- 15.8 The validity of any compensation offered by a manufacturer shall be limited to one (1) month after the date on which Lights Interaction passes on the compensation proposal to the relevant Client.
- 15.9 The light output guaranteed by a manufacturer may differ from one manufacturer, one type of lamp and one year of manufacture to the next.

Article 16. Warranties on fixtures with a LED light source

- 16.1 The warranty stipulated in this article shall apply to fixtures fitted with a LED light source.
- 16.2 The term of the warranty on fixtures fitted with a LED light source shall amount to One (1) Year.
- 16.3 A warranty shall be granted provided that the light output of the complete fixture has diminished by more than 10% compared with the specified light output within One (1).

Article 17. Duty to submit a complaint

- 17.1 A Client may no longer invoke defective performance, if they fail to submit a written complaint to Lights Interaction in writing within fourteen (14) days after they discover or reasonably ought to have discovered the defect.
- 17.2 A Client shall submit a complaint concerning the level of an invoiced amount to Lights Interaction in writing by registered mail within the term of payment on pain of all rights ceasing to apply. Where a term of payment exceeds thirty (30) days, a Client shall be required to submit a complaint in writing by registered mail by no later than within thirty (30) days after the relevant invoice date.
- 17.3 A complaint concerning a warranty (manufacturer's warranty or otherwise) must be submitted to Lights Interaction in writing by registered mail within fourteen (14) days, subject to the proviso that Lights Interaction is reasonably able to lodge a complaint with the relevant manufacturer within the term of the warranty stipulated by the latter.

Article 18. Items not collected

- 18.1 Upon the expiry of the term of delivery and/or the period within which performance is to be effected, the relevant Client shall have a duty to collect the item or items which are the subject of the agreement at the agreed place.
- 18.2 A Client shall be required to provide every assistance which may reasonably be expected of them, so as to enable Lights Interaction to effect delivery.
- 18.3 Any items that are not collected shall be stored at the relevant Client's risk and expense.
- 18.4 In the event of a contravention of the provisions of Clause(s) 1 and/or 2 of this article, the relevant Client shall forfeit a penalty to Lights Interaction amounting to EUR 250.00 (two hundred fifty euros) per day subject to a maximum of EUR 25,000.00 (twenty-five thousand euros). Such penalty may be sought in addition to compensation pursuant to the law.

Article 19. Payment

- 19.1 Payment shall be effected at the place where Lights Interaction has its registered office or shall be made into an account designated by Lights Interaction.
- 19.2 Unless otherwise agreed, payment shall occur as follows:
- a. in cash in the case of over-the-counter sales;
 - b. in the following instalments:
 - 15% when the order is placed;
 - 15% start production of fixtures;
 - 70% before shipment of fixtures.
 - c. within fourteen (14) days after the relevant invoice date.
- 19.3 In the event that a Client fails to comply with a duty to effect payment, they shall comply with a request from Lights Interaction for performance in lieu of payment of the agreed pecuniary sum.
- 19.4 A Client shall not be permitted to set off or suspend their claims against Lights Interaction, unless the latter is insolvent or the legally stipulated debt rescheduling procedure applies in relation to it.
- 19.5 Irrespective of whether or not Lights Interaction has effected the agreed performance in full, everything for which a Client is or will be liable pursuant to the relevant agreement shall fall due with immediate effect in the event that:
- a. a deadline for payment is not met;
 - b. an application for that Client's bankruptcy or a moratorium on payments for it is filed;
 - c. the Client's assets or claims are attached;
 - d. the Client's company is dissolved or liquidated;
 - e. the Client (being a natural person) applies for the application of the debt rescheduling procedure or to be placed in the care of a guardian, or dies.
- 19.6 In the event that payment is not affected by the agreed deadline for such payment, the relevant Client shall be liable to pay interest to Lights Interaction immediately. Such interest shall amount to 12% per annum but shall be equal to the legally stipulated interest rate should the latter exceed it. When calculating interest, part of a month shall be treated as a full month.
- 19.7 Lights Interaction shall be entitled to set off its debts owed to a Client against any claim which Lights Interaction or its associated businesses have against that Client. Furthermore, Lights Interaction shall be entitled to set off its claims against a Client against any debt which Lights Interaction or its associated businesses owe that Client. Lights Interaction shall be entitled to set off its debts to a Client against any claim against that Client's associated businesses. "Associated businesses" is deemed to refer to those businesses which constitute part of the same group in accordance with Section 2:24b of the Civil Code or an associated company under the terms of Section 2:24c of the Civil Code.
- 19.8 In the event that payment does not occur by the agreed deadline for such payment, the relevant Client shall be liable to pay Lights Interaction all extrajudicial expenses subject to a minimum of EUR 75.00 (seventy-five euros).
- Those expenses shall be calculated on the basis of the following table (principal including interest):
- 15% of the first EUR 3000.00 (three thousand euros);
 - 10% of the excess to EUR 6000.00 (six thousand euros);
 - 8% of the excess to EUR 15,000.00 (fifteen thousand euros);
 - 5% of the excess to EUR 60,000.00 (sixty thousand euros);
 - 3% of anything over and above EUR 60,000.00 (sixty thousand euros).
- The actual extrajudicial expenses incurred shall be payable should they exceed what follows from the aforementioned calculation.
- 19.9 Should Lights Interaction be held to be in the right in any judicial proceedings, the relevant Client shall be liable for all of the costs which Lights Interaction has incurred pursuant to those proceedings.

Article 20. Security and retention of title

- 20.1 Irrespective of the agreed terms of payment, when first requested by Lights Interaction a Client shall have a duty to tender security for payment which Lights Interaction deems to be appropriate. Should the Client fail to do so by the stipulated deadline, they shall be in default. In this case Lights Interaction shall be entitled to cancel the relevant agreement and to recover any loss from the Client concerned.
- 20.2 Lights Interaction shall retain ownership of any items supplied for as long as the relevant Client:
- a. fails or may fail to comply with their obligations pursuant to an agreement or these general terms and conditions;
 - b. fails to pay any amount payable pursuant to their failure to comply with the aforementioned agreements, such as compensation, a penalty, interest or costs.
- 20.3 As long as any items supplied are subject to retention of title, the relevant Client shall not be permitted to encumber or alienate them outside the normal conduct of their business.
- 20.4 Once Lights Interaction exercises its right to retain ownership, it may recover the items supplied. The relevant Client shall provide every assistance for this purpose.
- 20.5 Lights Interaction shall hold a pledge and lien on any item that it has or will have in its possession on any grounds whatsoever and in respect of all claims which it has or may have against a Client in relation to any party who requires it surrender.
- 20.6 After Lights Interaction supplies any item to a Client in accordance with the relevant agreement and that Client complies with their obligations, retention of title shall apply again in respect of such item in the event that the Client fails to comply with their obligations pursuant to an agreement subsequently concluded.
- 20.7 A Client shall have a duty to insure any goods that are subject to retention of title and that have been delivered against fire, explosion, water damage as well as theft, to keep them insured, and to present the relevant insurance policy for inspection when first requested to do so.
- 20.8 In the event that Lights Interaction cancels all or part of an order, it shall be entitled to recover that part of the relevant consignment which has not been paid for. Cancellation and/or recovery shall not affect Lights Interaction's entitlement to compensation.

Article 21. Cancellation or termination of this agreement

- 21.1 A Client shall be deemed to be in default by operation of the law and their debt (or remaining debt) shall fall due immediately in the event that:
- a. the Client fails to comply with any obligation pursuant to the relevant agreement, in particular, to effect payment or fails to do so on time;
 - b. Lights Interaction has good grounds to fear that the Client will be in default and the latter fails to heed a written reminder – setting out those grounds – to declare that they will comply with their obligations within a reasonable period of time as stipulated in that reminder;
 - c. the Client files for bankruptcy, is declared bankrupt, enters into a judicial composition with the surrender of its assets, files an application for a moratorium on payments, their assets are attached and the attachment is not lifted within ten (10) days after that attachment is effected;
 - d. the Client proceeds or decides to close down or transfer their business or a significant part thereof, which is deemed to include bringing their business into a company which already exists or which is to be incorporated, or proceeds or decides to amend the objects of their business, or to dissolve it;
 - e. the Client, being a natural person, dies;
 - f. the Client is requested to tender security to ensure compliance with their obligations pursuant to the relevant contract when it is concluded and such security is not forthcoming or is inadequate.
- 21.2 In the cases referred to in Clause (1) Lights Interaction shall be entitled to do the following in the absence of any duty to provide compensation, subject to any rights which it holds, such as rights in relation to costs or interest already due and entitlement to compensation, and without the need for any notice of default or judicial intervention:
- a. to declare the cancellation of all or part of the relevant agreement by means of a written notice addressed to the relevant Client to that effect; and/or
 - b. to suspend all or part of its obligations pursuant to the relevant agreement; and/or
 - c. to immediately demand full payment of any amount owed by the relevant Client to Lights Interaction and/or to exercise any right to retain ownership that has been established.
- 21.3 In the event that an agreement is terminated or cancelled in any way whatsoever, the provisions governing non-disclosure, cancellation, termination, governing law and disputes shall continue to apply in full. Furthermore, Lights Interaction shall remain entitled to seek compensation for any loss that it has suffered.
- 21.4 In the event that a Client wishes to terminate the relevant agreement in the absence of any non-compliance on the part of Lights Interaction and the latter consents to this, that agreement shall be

deemed to have been terminated with mutual consent. In that case Lights Interaction shall be entitled to compensation for any loss (financial or otherwise) which it has suffered, loss of earnings and expenses incurred.

Article 22. General

- 22.1 Subject to Lights Interaction's prior consent, any rights and/or obligations pursuant to an agreement governed by these terms and conditions shall not be transferable nor susceptible of assignment or encumbrance with a lien by or for a Client.
- 22.2 While an agreement is in effect and for two (2) years following its termination, the relevant Client shall not be permitted to offer any professional who has been involved in effecting performance within Lights Interaction or on its behalf direct, indirect, paid or unpaid work (pursuant to employment or otherwise) or to arrange for such work to be carried out subject to forfeiture of a penalty amounting to EUR 25,000.00 (twenty-five thousand euros) in the case of each occurrence plus a sum of EUR 1,000.00 (one thousand euros) for every day that such prohibition is contravened. Furthermore, Lights Interaction shall be entitled to recover any loss which it has suffered or may still suffer from the relevant Client.

Article 23. Governing law and competent court of law

- 23.1 Any legal relationship to which Lights Interaction is party shall be solely governed by and construed in accordance with the law of the Netherlands even where all or part of a contract is executed abroad or a party that is party to that legal relationship is domiciled there. The Vienna Sales Convention 1980 shall not apply. Neither shall any international arrangement apply whose exclusion is permitted.
- 23.2 Unless otherwise agreed, any dispute arising pursuant or in relation to an agreement governed by these terms and conditions or these terms and conditions themselves and their interpretation or implementation shall be adjudicated by a competent court of law in The Hague, the Netherlands (where Lights Interaction has its registered office), or a court of law within whose jurisdiction the relevant Client has their place of residence, such to occur at Lights Interaction's discretion.

Article 24. Location and amendment of these terms and conditions

- 24.1 These terms and conditions may be requested from Lights Interaction and may also be downloaded from the latter's website (www.lights-interaction.com).
- 24.2 The version which applied when the relevant legal relationship with Lights Interaction came into effect shall always be applicable.
- 24.3 The Dutch text of these general terms and conditions shall always be final for the purposes of their interpretation.