



General terms and conditions TDE-lighttech BV

Article 1. Definition

These conditions shall apply 'big counterparties' businesses where fifty or more persons and / or their annual accounts are published.

Article 2. Applicability of these conditions

These conditions apply to every offer and every agreement between TDE light-tech BV hereinafter TDE and buyer, which TDE has declared these conditions applicable, insofar as these conditions are not expressly waived in writing by the parties.

Article 3. Offers

By TDE offers made are without obligation; They are valid for 30 days. The prices given in an offer are exclusive of VAT.

Article 4. Delivery

1. Delivery shall be ex warehouse TDE
2. In a delivery with an invoice value below € 350, - plus VAT or foreign deliveries, TDE will charge freight charges.
3. The buyer is obliged to accept the purchased goods at the moment they are delivered or at the moment they are made available to him under the contract to him. If the buyer refuses or fails to provide information or instructions necessary for the delivery, the goods will be stored at the expense and risk of the buyer. The buyer will then pay all additional costs, including in any case storage costs are due.

Article 5. Delivery

An agreed delivery date is not a deadline, unless otherwise expressly agreed in writing. In the latter case, the buyer shall submit late delivery TDE therefore written notice of default.

Article 6. Part deliveries

TDE is permitted to deliver sold goods in parts. This does not apply if a partial delivery has no independent value. If in parts are delivered, TDE is entitled to invoice each part separately.

Article 7. Samples, models and examples

If it is shown or provided by TDE sample, model or example, it is suspected to have been shown or provided as an indication: the qualities of goods to be delivered to the sample, model or example unless it was explicitly mentioned that would be delivered in accordance with the shown or supplied sample, model or example. All samples, models and examples are billed. At harmless return the invoice will be credited within 14 days after initial delivery.

Article 8. Technical Requirements

All special technical requirements for goods to be delivered to the buyer and which deviate from the normal requirements when drawing up the purchase contract by the purchaser expressly written to be reported. If at the conclusion of the sale of the use abroad mention is made is TDE responsible for ensuring that the delivered goods comply with the normal technical requirements or standards set by laws or regulations of the country where the



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goods have are used.

Article 9. Termination or Termination of the agreement

4. The claims of TDE on the buyer shall become due in the following cases:
 - After the conclusion of the agreement TDE becomes aware of circumstances that give TDE good reason to fear that the buyer will not fulfil his obligations.
 - TDE if the buyer at the conclusion of the agreement asked to provide security for fulfilment and security fails or is insufficient.In the above mentioned cases TDE is entitled to suspend the further execution of the agreement, or to proceed to dissolve the contract, to recover all this without prejudice to the right of TDE compensation.
5. If circumstances arise regarding persons and / or materials which TDE usually employed in the execution of the agreement, which are such that the implementation of the agreement becomes impossible or problematic and / or unreasonably expensive, that compliance with the agreement can no longer reasonably be demanded of TDE, TDE is entitled to terminate the agreement.
6. The second paragraph of this article can only against major counterparts in the sense of Article 6: 235 of the Dutch Civil Code be invoked.

Article 10. Guarantee

7. TDE guarantees that the free goods delivered by it of design, material and workmanship for a period of one year. When by equipment supplied by TDE / products etc. from other manufacturers (brands), subject to the manufacturer of this equipment / products, etc. registered and included warranty.
8. If the case is a design, material or workmanship shows the buyer is entitled to restoration of the case. TDE can choose to replace the item if repair meets with objections. The buyer is only entitled to replacement if repair of the item is not possible.
9. For damage c.q. loss of delivered goods caused by a defect in the goods delivered, TDE is liable for 1 year, with a maximum of the invoice value.
10. The guarantee does not apply if the damage is the result of improper use.
11. Excluded are included lamps.
12. TDE is only liable for direct damages and / or losses and shall never be liable for any consequential and / or indirect damages and / or losses.

Article 11. Retention of ownership

1. The goods delivered by TDE remain the property of TDE until all obligations arising from the complied with TDE purchase agreement:
 - The consideration (s) relating to goods delivered or to be delivered / goods themselves,
 - Any claims for non-honour by the buyer of the contract.
2. TDE delivered goods which fall under paragraph 1, the retention of ownership may only be sold as part of normal business. Otherwise, the buyer is not entitled to pledge the goods or establish any other right.
3. If the purchaser fails to fulfil its obligations or there is reasonable fear that he will not do so, TDE is entitled to reclaim the delivered goods of the purchaser or third parties referred to in paragraph 1 from the case for the buyer. The buyer is obliged to provide full cooperation under penalty of a fine of 10% of the total owed by him every day.



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4. If third parties funds any rights to the under retention of ownership delivered goods to establish or exercise, the buyer is obliged TDE as soon as reasonably may be expected to inform.
5. The buyer undertakes on the first request of TDE:
 - To insure the goods delivered under retention of ownership and keep them insured against fire, blast - and water damage and theft and the policy of this insurance for inspection.
 - All claims of the buyer on insurers with regard to pledge the goods delivered under retention of TDE in the manner prescribed in article 3: 239 Dutch Civil Code
 - Entitlements acquired by the buyer towards its customers by reselling under retention pledge by TDE delivered to TDE in the manner prescribed in article 3: 239 Dutch Civil Code
 - Mark the goods delivered under retention of ownership as the property of TDE.
 - Other ways to cooperate with all reasonable measures TDE - to protect its proprietary rights to the business wants to take and which do not unreasonably hinder the buyer in the ordinary course of its business.

Article 12. Defects; complaint term

1. The buyer bought goods immediately upon delivery - or as soon thereafter as possible - at (leave) to examine. He also has to check whether the goods delivered comply with the agreement, namely:
 - Whether the correct goods have been delivered.
 - Whether the delivered goods in terms of quantity in accordance with the agreement.
 - Whether the goods delivered meet the agreed quality requirements or - in their absence - the requirements that may be set for normal use and / or commercial purposes.
2. If visible defects or deficiencies, the buyer must report these to TDE in writing within 8 days after delivery.
3. Do not optically visible defects, the buyer shall, within 8 days after discovery, but in any case before the expiry of the warranty in writing to TDE.
4. Slight deviations in quality, size and colour that cannot be avoided technically and which are generally permitted in commercial use do not constitute grounds for complaints. Complaints should be sent in writing to:

TDE light-tech BV
Verrijn Stuartweg 11a
1112 AW Diemen
Phone: (0) 20-6973849
Fax: (0) 20-6971775

5. Even if a buyer (this also applies to large counterparties) timely complaint, his obligation to pay and take the orders placed. Goods can only be returned after prior permission TDE.

Article 13. Price increase

1. If TDE agrees a certain price with the buyer, TDE is nevertheless entitled to increase the price: TDE allowed increases in factory prices, material prices and the like, wages, social security, taxation, freight rates, transport costs, insurance premiums or other relevant factors by calculating to determine the prices.
2. If the price increase exceeds 10%, the buyer is entitled to terminate the agreement.



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Article 14. Liability

1. TDE is towards purchaser solely in the following manner liable: For damage to the delivered due to a defect in the goods delivered only the liability as provided in article 10 of these conditions.
2. TDE is liable if damage is caused by intent or gross negligence of TDE or its managerial staff.
3. Incidentally, the liability of TDE limited to the amount paid out by insurance, insofar as this liability is covered by its insurance.
4. If the insurance in any case does not cover or does not pay out, the liability is limited to three times the invoice value with a maximum of € 7500, -.
5. TDE is never liable for indirect, or consequential damages and / or losses.

Article 15. Force Majeure

1. Force majeure means circumstances that impede the fulfilment of the commitment, and are not attributable to TDE. This (if and insofar as these circumstances make performance impossible or unreasonably difficult) also includes:
 - Strikes in companies other than TDE
 - A general lack of required raw materials and other for the realization of the agreed performance required goods or services; unforeseeable delays at suppliers or other third parties that TDE is dependent and general transport problems.
2. TDE also entitled to invoke force majeure if the circumstance rendering (further) fulfilment occurs after TDE should have fulfilled its obligation.
3. During force majeure the delivery and other obligations of TDE can be suspended. If the period in which TDE cannot fulfil the obligations lasts longer than two months, both parties are entitled to terminate the agreement without any obligation to pay compensation.
4. If TDE at the time the force majeure already partially fulfilled its obligations, or can only partially fulfil its obligations, it is entitled to the already invoiced delivered or deliverable part separately and the buyer is obliged to pay the bill as a separate contract. This does not apply if the already delivered c.q. deliverable has no independent value.
5. This provision (if different from the scheme in art. 6:75 BW) can only be invoked against major counterparts.

Article 17. Payment

1. Payment must be made within 30 days after the invoice date, unless agreed otherwise in a written agreement:
 - a. or by means of legal tender at the offices of TDE.
 - b. or by transferring the amount to the bank account indicated on the invoice by TDE.
2. After the expiry of 30 days after the invoice date, the buyer without further notice legally in default; the buyer has occurred from the moment of default on the outstanding amount of statutory interest plus two percent, calculated monthly by the end of the month, including accumulated interest, the month in which payment is being counted as a whole month.
3. In case of liquidation, bankruptcy or suspension of payment by the buyer to the obligations of the purchaser shall become immediately due and payable.
4. Payment by buyers also major counterparties within the meaning of article 6: 235 of the Civil Code must be made without discount or settlement.
5. The buyer Payments made to settle in the first place of all interest and costs (including any extrajudicial collection costs), and in the second place of invoices which are longest, even if



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the buyer, that the payment relates to a later invoice.

Article 18. Credit surcharge

TDE is entitled to charge a credit limitation surcharge of 2% fee, which is not due for payment within thirty days after the invoice date.

Article 19. Collection costs

1. Does the buyer or lessee in default or fails to fulfil any of its obligations, then all reasonable costs incurred in obtaining payment out of court on behalf of client. In any case, the buyer has c.q. renter:
 - a. fifteen percent over the first € 6,500. -
 - b. ten percent on the excess up to € 13,000, -
 - c. eight percent on the excess up to € 32,500, -
 - d. five percent on the excess up to € 130 000, -
 - c. three percent on the excess.If TDE demonstrates that it has incurred higher costs which were reasonably necessary, these will also be recoverable.
2. The buyer is obliged to pay to TDE the by TDE incurred legal costs in all instances, unless they are unreasonably high. This only applies if TDE and the buyer c.q. tenant in respect of a contract to which these general conditions apply to conduct legal proceedings and a judgment will become final in which the client is fully or predominantly at fault.

Article 20. Dispute Settlement

Notwithstanding the legal rules governing the jurisdiction of the civil court, any dispute between the client and TDE, in case the Court has jurisdiction, be settled by the Court of Amsterdam. TDE remains entitled to sue the buyer c.q. tenant for the law or the applicable international treaty jurisdiction.

Article 21. Applicable Law

Dutch law applies to any agreement between TDE and the buyer..

Article 22. Change of conditions

TDE is entitled to make changes in these conditions. These changes take effect at the time of entry into force. TDE will timely send to the client the modified terms. If no date of entry into force communicated