

**1. Definitions**

- 1.1. In these General Terms and Conditions the following terms shall have the following meanings: the User: the user of these General Terms and Conditions. The Buyer: the User's counterparty. The Agreement: the agreement entered into between the User and the Buyer and to which these General Terms and Conditions apply.

**2. General**

- 2.1. Provisions of these General Terms and Conditions shall apply to all offers and agreements between the User and the Buyer to which the User has declared these terms and conditions applicable, insofar as the Parties have not expressly deviated from these terms and conditions in writing.
- 2.2. These terms and conditions shall also apply to all agreements with the User, performance of which requires the engagement of third parties.
- 2.3. The applicability of the Buyer's general terms and conditions is hereby expressly excluded, in derogation from the provisions of Section 6:225(3) of the Dutch Civil Code.
- 2.4. If one or several provisions of these General Terms and Conditions are invalid or nullified, the remaining provisions of these General Terms and Conditions shall remain in full force. In such case, the User and the Buyer shall hold consultations in order to agree on new provisions replacing the invalid or voidable provisions, to the effect that the contents shall correspond wherever possible with the purpose and the intent of the original provision.

**3. Quotations and offers**

- 3.1. All offers shall be entirely without obligation and under no circumstances shall be binding on the User, unless expressly agreed otherwise.
- 3.2. Quotations made by the User shall be free of obligation; they shall be valid for thirty days, unless otherwise stated. The User shall only be bound by the quotations if acceptance thereof is confirmed in writing by the Buyer within 30 days.
- 3.3. Prices in the said offers and quotations are in euros and are exclusive of VAT and other government levies, as well as exclusive of shipping and any transport and packaging costs, unless expressly stated otherwise.
- 3.4. If the User agrees a certain price with the Buyer, it shall nevertheless be entitled to increase the price if during the term of the Agreement a change takes place in the wage costs and/or other costs of the User due to laws, decrees or government decisions of a mandatory nature, or in the event of changes in the cost-determining factors.
- 3.5. If the price increase exceeds 10%, the Buyer shall be entitled to dissolve the Agreement.
- 3.6. If price changes occur within three months of the conclusion of the Agreement, the consumer shall have the right to dissolve the Agreement within one week of receipt of the notice of the change.
- 3.7. If the acceptance (whether or not in respect of minor points) departs from the proposal included in the quotation, the User shall not be bound thereby. In that case, the Agreement shall not be concluded in accordance with said deviating acceptance, unless the User indicates otherwise.
- 3.8. A compound quotation shall not oblige the User to deliver a part of the goods included in the offer/quotation against a corresponding part of the quoted price.
- 3.9. Offers/quotations shall not automatically apply to repeat orders.

**4. Delivery**

- 4.1. An agreed delivery date is not a deadline and shall be stated as accurately as possible. Failure to meet the delivery date shall not entitle the Buyer to compensation, suspension or rescission of the Agreement concluded. Cancellation of a granted assignment shall require explicit written permission from the User. All costs already incurred, including those relating to labour and costs associated with cancellation, shall be borne by the Buyer.
- 4.2. Delivery shall be effected ex works/warehouse of the User. The costs charged for shipments within the Netherlands amount to € 17.00, except for special transport and deviating dimensions and transport to the Wadden Islands. Orders from € 800,- within European Union: free port for standard sizes only; excluding islands, for which the shipment is calculated on request on a case-by-case basis. Shipments outside the European Union are always EX WORKS.
- 4.3. The Buyer shall be obliged to take delivery of the goods when delivered or offered by or on behalf of the User, or when they are made available to the Buyer in accordance with the Agreement.
- 4.4. If the Buyer refuses acceptance or neglects to provide information or instructions necessary for the delivery, the User shall be entitled to store the goods at the risk and costs of Buyer.
- 4.5. If the User requires information from the Buyer within the scope of the performance of the Agreement, the delivery period shall commence once the Buyer has provided the User with said information.
- 4.6. The User shall be entitled to make partial deliveries, unless agreed upon otherwise or the partial delivery is of no independent value. The User shall be entitled to invoice the delivered goods separately.
- 4.7. Any transport of documents shall take place entirely at the expense and risk of the Buyer; the Buyer shall be responsible for any insurance, including in the event of carriage-paid delivery. Any derogation from this clause must be expressly confirmed in writing by the User.

**5. Samples and models**

- 5.1. If a sample/model has been shown or provided to the Buyer, it shall be presumed to have been provided only as an indication without the goods having to correspond thereto, unless it has been expressly agreed that the goods will correspond thereto.

**6. Payments**

- 6.1. Unless otherwise agreed, the Buyer shall pay the invoices within 14 days of the invoice date without deduction of any discount. Set-off against any claim against the User is excluded.
- 6.2. Upon expiry of the said term of payment, the Buyer shall be in default; the Buyer shall owe interest of 1.5% per month or the pro rata part of a month on the amount due from the moment of default.
- 6.3. In the event of liquidation, insolvency, bankruptcy or a suspension of payments of the Buyer, all obligations shall become immediately due and payable.
- 6.4. Payments made by the Buyer shall always first serve to settle all interest and costs due and subsequently to settle all due and payable invoices in order of date.
- 6.5. The User shall be entitled to charge a reasonable deposit in advance and to demand security for compliance with the agreed payment terms.

**7. Collection costs**

- 7.1. If the the Buyer fails to pay despite a reminder or notice of default, it shall owe all judicial and extrajudicial costs the User must incur, without further notice of default being required. The extrajudicial collection costs shall be increased by the interest as referred to in Article 6.2, with a minimum of € 50.00 (unless any legal amount precludes said amount).
- 7.2. The User shall be entitled to suspend the fulfilment of its obligations until the Buyer has met all its obligations that are due and payable.
- 7.3. The User shall be entitled to set off all claims against Buyer against any debt the User may have to the Buyer.

**8. Force majeure**

- 8.1. The parties shall not be bound to fulfil any obligation, if they are prevented from doing so as a result of a circumstance that is not attributable to fault and is not for their account by virtue of the law, a legal act or generally accepted practice.
- 8.2. In these General Terms and Conditions, force majeure, in addition to the meaning in the law and case law, shall mean all external causes, foreseen or unforeseen, that the User cannot have any influence on, but due to which the User is unable to comply with its obligations. This shall include strikes at the User's company.
- 8.3. The User shall also be entitled to invoke force majeure if the circumstance preventing performance or further performance, arises after the User should have performed its obligations.
- 8.4. The parties shall be entitled to suspend their obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, each party shall be entitled to terminate the Agreement without any obligation to pay damages to the other party.
- 8.5. If the User has already partly fulfilled its obligations under the Agreement or if it can partly fulfil these at the time of the occurrence of the force majeure and that part performed or to be performed is of independent value, the User shall be entitled to issue separate invoices for the parts already performed or to be performed. The Buyer shall be bound to pay this invoice as if it were a separate agreement.

**9. Examination and complaints**

- 9.1. The Buyer shall be obliged to accurately (cause to) examine the delivered goods upon delivery, but in any case within as short a period as possible. Furthermore, the Buyer shall check whether the quality and quantity of the goods delivered are in accordance with the Agreement or in any event meet the requirements applying to said goods in normal (business) transactions.
- 9.2. Any visible defects must be reported to the User in writing within 6 days of delivery, simultaneously submitting the warranty certificate and the defective good, unless this is impossible or unreasonably onerous.
- 9.3. The Buyer shall report a non-visible defect to the User no later than within the warranty period, taking into account the provisions of the previous paragraph of this article. Upon expiry of the warranty period, the User shall be entitled to charge all replacement costs, including administration, shipping and call-out charges.
- 9.4. Upon discovery of the defect, the Buyer shall be obliged to immediately cease using the products and furthermore to make every reasonable effort to prevent (further) damage.
- 9.5. The User shall not be liable in respect of the relevant defect, if the Buyer is in default with respect to the provisions under 9.1 to 9.4 above. The Buyer shall report a non-visible defect within the warranty period at the latest.
- 9.6. If the Buyer complains about defects in time, in a correct and legitimate manner, the resulting liability shall be limited to the provisions of Articles 10 and 11 of these terms and conditions.

## 10. Warranty on goods to be delivered

- 10.1. The User guarantees that the goods to be delivered satisfy the usual requirements and standards which can reasonably be set therefore and are free from any defects whatsoever.
- 10.2. Provided that a complaint has been lodged in time, correctly and in accordance with the provisions of Article 9, and it has been sufficiently demonstrated that the products do not comply with that which has been agreed in this respect, the User shall have the option either to replace the products that proved to be defective free of charge, or to (cause to) repair the relevant products, or to provide the Buyer with the parts required for repair.
- 10.3. By payment of one of the performances referred to above under Article 10.2, the User shall be fully discharged of its obligations in this respect and the User shall not be bound to any further compensation (of damages).
- 10.4. The manufacturer's warranty shall apply to the products supplied by the User; this shall also be the warranty period for replaced parts.
- 10.5. The Buyer may not invoke any rights under this article if, without the prior written consent of the User, changes or repairs have been made to the products, parts supplied by the User have not been fitted, the products have been used for purposes other than those for which they are intended, or the products have otherwise been inexpertly treated or maintained, as well as where the Buyer is in default vis-à-vis the User. Furthermore, damage resulting from normal use or wear is excluded from the warranty.
- 10.6. Repair work is excluded from warranty.

## 11. Liability and indemnification

- 11.1. With respect to the products delivered by the User, liability shall not extend beyond what is provided in Article 10 of these terms and conditions.
- 11.2. The User shall not be liable for any damage arising from the performance of the Agreement for work, unless the damage incurred is the result of intent, wilful recklessness, negligence, carelessness or wrongful acts by the User or its managerial staff. In all cases, any liability of the User shall be limited to the amount of any insurance payment or, if no insurance payment can be obtained, to the net invoice value of the goods involved or the work performed.
- 11.3. The Buyer shall indemnify the User against claims for damages from third parties.
- 11.4. The User shall never be liable for so-called consequential damage, which the Buyer may suffer in respect of the Agreement. Consequential damage shall include trading loss, environmental damage and immaterial damage.

## 12. Intellectual property and copyright

- 12.1. Without prejudice to the other provisions of these General Terms and Conditions, the User reserves the rights and powers vested in the User under the Copyright Act.
- 12.2. The Buyer shall not be permitted to make changes to the goods, unless the nature of the delivered goods dictates otherwise or if otherwise agreed in writing.
- 12.3. Any designs, sketches, drawings, films, software and other materials produced by the User within the scope of the assignment shall remain the property of the User, irrespective of whether they have been made available to the Buyer or to third parties, unless agreed otherwise.
- 12.4. All documents provided by the User, such as designs, sketches, drawings, software, (electronic) files, etc., are intended exclusively for use by the Buyer and may not be reproduced, made public or disclosed to third parties without the prior consent of the User, unless the nature of the documents provided dictates otherwise.
- 12.5. The User reserves the right to use any knowledge acquired in the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.

## 13. Disputes

- 13.1. Any dispute arising from the Agreement concluded between the Buyer and the User shall be settled exclusively by the competent court in whose district the User has its registered office, unless the User prefers a different competent court.
- 13.2. The parties shall not appeal to the courts until they have made every effort to resolve such dispute amicably.

## 14. Applicable law

- 14.1. Any Agreement between the User and Buyer shall be governed by the laws of the Netherlands.
- 14.2. These terms and conditions have been filed with the Chamber of Commerce of Gooi- en Eemland Amersfoort and apply from the date of filing.
- 14.3. The most recently filed version or the version in force at the time of the conclusion of the legal relationship with the User shall apply at all time.
- 14.4. The Dutch version shall prevail at all time in case of disputes with respect to the interpretation and purpose of these General Terms and Conditions.

## 15. Retention of title

- 15.1. The Seller shall retain title to all goods it delivers until the Buyer has fulfilled all its payment obligations in full.
- 15.2. The Buyer shall undertake to insure and continue to insure goods that have been delivered under retention of title against fire, explosion and water damage and theft and, at the first request of the User, shall make the insurance policy available for inspection. In the event of any insurance payment, the User shall be entitled to these funds. To the extent necessary,

the Buyer shall undertake vis-à-vis the User to cooperate with respect to all that should (or appears to) be necessary within that context.

- 15.3. In the event that the User wishes to exercise its property rights as provided for in this article, the Buyer hereby, in advance and unconditionally, authorises the User and third parties to be appointed by the User to enter the areas where the property of the User is located and to recover said goods.

## 16. General Data Protection Regulation

- 16.1. The User, as data controller within the meaning of the General Data Protection Regulation (GDPR), processes Personal Data of or on behalf of the Buyer for the purpose of performing the Agreement. The User shall make every effort to handle the Buyer's privacy-sensitive information in a careful manner and in that context applies an (internal) privacy policy.
- 16.2. The personal data processing operations are subject to the User's privacy statement. The privacy statement is published on the User's website: [www.key-light.nl](http://www.key-light.nl). This privacy statement forms an inseparable part of these General Terms and Conditions.
- 16.3. By agreeing to these General Terms and Conditions, the Buyer declares to be familiar with the content of the User's privacy statement and to be aware of the rights the Buyer has by virtue thereof (e.g. right to access, correction, erasure, portability). The Buyer declares to have been adequately informed of these rights by the User.
- 16.4. If within the scope of the Agreement Personal Data of the Buyer/affiliated parties of the Buyer is to be processed, the User shall be considered as "Processor" within the meaning of the General Data Protection Regulation and the Buyer as "Data Controller". As the Processor, the User shall comply with all applicable statutory privacy law obligations. Within that scope, the User shall enter into a data processor agreement with these third parties.

## 17. Final provision

- 17.1. In all cases not provided for in these General Terms and Conditions, an Agreement shall be interpreted in the light of these Terms and Conditions and in accordance with reasonableness and fairness.

## 18. Questions and comments

- 18.1. If you have any questions and/or comments after reading these General Terms and Conditions, please contact the undersigned using the details below. We aim to answer any questions regarding these General Terms and Conditions within a period of 14 working days.

### User:

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