

GENERAL TERMS AND CONDITIONS 1.1
of
XO LIGHTS EUROPE

1. Definitions

1.1 In these General Terms and Conditions ("Conditions") the following is understood:

- a. Seller: XO LIGHTS EUROPE (also referred to as XO LIGHTS), located at Burgemeester le fevre de Montignyplein 8, Rotterdam, Nederland
- b. Customer: every natural or legal person in the capacity of entrepreneur, on behalf of whom Seller delivers products and/or supplies services, or with whom Seller enters into an agreement, or with whom Seller is discussing or negotiating entering into a (purchase) agreement;
- c. Agreement: every (purchase) agreement between Seller and Customer, every change or amendment thereto, as well as all (legal) actions in preparation of the execution of that (purchase) agreement;
- d. Products: all goods, including documents, drawings, (test) equipment, samples and all (other) results from services by Seller, which are subject of the (purchase) agreement;
- e. Services: all activities, in any way, shape, or form and under any name, which Seller carries out for or on behalf of Customer;
- f. Order: every assignment from Customer, in whatever shape or form.

2. Applicability

2.1 These Conditions apply to all offers (and other legal actions) from Seller and to all agreements that Seller shall enter into with Customer.

2.2 Seller expressly rejects the applicability of any general (purchase) terms and condition(s) of Customer.

2.3 Changes of and amendments to any provision in the Agreement and/or Conditions may only be agreed in writing.

2.4 When a change and/or amendment as meant in the previous paragraph is agreed, this change and/or amendment only applies to the Agreement concerned.

2.5 Accepting an offer or placing an order means that Customer accepts the applicability of these conditions completely and without reservations. Deviation from these Conditions is only possible in writing, in which case the other provisions remain fully applicable.

3. Offers

3.1 All offers are free of obligations. Seller is first bound because Seller has accepted an assignment or order in writing or has otherwise confirmed acceptance. Seller is entitled to refuse an order or to include specific conditions for the delivery, unless expressly determined otherwise.

3.2 If no previous written acceptance of an order has taken place, for example with sales from stock, the purchase agreement is entered into because Seller partly or fully meets a request for delivery to the Customer, or because the Seller sends an invoice to the Customer who requested delivery.

3.3 All Seller's specifications of numbers, sizes, weights, and/or other specifications of the products and/or services have been made with care, however, Seller cannot guarantee that no deviations will occur in that regard. Shown or provided drawings or models are only indications of the products and/or services concerned. When Customer shows that the delivered products and/or services deviate from Seller's specifications or the drawings or models in such a way that he can no longer reasonably be required to purchase these, Customer has the right to dissolve the agreements of foresaid products, but only insofar as this dissolving is reasonably necessary.

3.4 The images, drawings, and such Seller provides remain Seller's property and may not be copied or multiplied without express permission, nor may they be provided to third parties.

4. Fees

4.1 All Seller's fees are indicated in Euros and exclusive of sales tax, and exclude any activity, shipping, or transport fees, taxes or other levies, unless agreed otherwise. The fees and additional information in all Seller's documents are subject to error and changes.

4.2 The sales price Seller indicates is based on their purchase price and other cost factors. When one of these price components is increased after confirmation of the order but before delivery of the products, Seller has the right to pass the increase on to Customer.

4.3 Notwithstanding the general applicability of the previous paragraph, it especially applies to a change of import or export rights or other rights or levies occurring after sending of the order confirmation and to changes of the exchange rate of the euro compared with the foreign currency which Seller used to purchase the products.

5. Payment conditions

5.1 Seller enters into every Agreement with the suspensory conditions, that the Customer is sufficiently credit worthy on the basis of the information to be gained by Seller.

5.2 Seller is entitled to suspend the compliance with the obligations during the execution of the Agreement, until Customer has provided certainty for the compliance of all their obligations from the Agreement upon Seller's request and to their satisfaction.

5.3 Unless agreed otherwise in writing, the payment is required to take place in advance before delivery per bank, taking in consideration Seller's applicable payment conditions, as stated in the quote. The payment period

is 14 days. Seller is entitled to require an advance that represents at least 50% of the complete payment obligation.

5.4 Customer is not entitled to settlement of an invoice from their side with an invoice from Seller, unless they are permitted to do so based on a judgment or arbitration award with the force of *res judicata*. Seller does not accept general (purchase) conditions of the Customer.

5.5 Seller is entitled to suspend their compliance with their obligations for as long as the Customer has not paid the outstanding purchase fee, insofar as due.

5.6 Customer is not entitled to suspend their obligations, unless Customer submits the dispute to a competent court in the Netherlands within 30 days after the obligations concerned becomes claimable.

5.7 Without further notice of default, Customer owes interest equal to the applicable legal interest in the Netherlands on all outstanding amounts that have not been paid at the latest on the final day of the payment period from that day. Upon the ending of a month, the amount on which interest is calculated is each time increased with the interest owed for that month.

5.8 If Seller, based on goodwill or otherwise, awards Customer postponement for the carrying out of any activity, the new period is always a deadline.

6. Delivery period

6.1 The delivery period for products and/or periods for carrying out of services provided by Seller is based on Seller's circumstances at the time of entering into the agreement and, insofar as dependent on performance by third parties, based on the information these third parties provide Seller. Seller will observe the delivery period and/or performance period as much as possible, but the periods Seller provides are only indications. Seller is entitled to not deliver products that are no longer in stock or unavailable.

6.2 Given periods start on the date of the written order confirmation or other order confirmation by Seller. If Seller requires information or instruments for the execution of the Agreement which Customer needs to provide, the periods start on the day that Seller is in possession of all necessary information or instruments, but not earlier than on the day of the order confirmation.

6.3 When any period is exceeded, Customer is not entitled to payment (of damages) for this. In that case, Customer is also not entitled to dissolution or termination of the Agreement, unless the exceeding of the period is such that the Customer can no longer be reasonably expected to leave the (relevant section of the) agreement effective. Customer is then entitled—after notice of default including a reasonable performance period—to dissolve the Agreement by registered letter, but only insofar as this is absolutely necessary.

6.4 Seller is at all times entitled to partial delivery of the products.

7. Delivery and risk

7.1 All products, including those sold carriage paid, travel at Customer's risk. Agreements, entered into with third parties, do not change this and are considered to be accepted in the interest and on behalf of Customer.

7.2 Seller is entitled to store or have stored the products which are ready but cannot be transported to their destination due to a cause independent of their will at Customer's account and risk and to desire payment as if delivery had taken place.

7.3 The choice of the mode of transport is also for Seller, also with non-carriage paid deliveries, with which Customer has not been provided regulations for shipping. Obstructions or temporary impediments of the chosen mode of transport do not create the obligation to choose another. The Seller is not liable if the chosen mode of transport fails, due to any cause whatsoever.

7.4 The seller reserves the right to affect the inward clearance of goods manufactured abroad with the exclusion of the Customer.

7.5 The products are transported uninsured unless Customer requests Seller to insure the products during transport on their account.

7.6 Unless agreed otherwise, the import and export rights, stamp duty, station costs, and clearance charges, taxes, etcetera are for Customer's account.

7.7 If the Customer does not or not in a timely fashion take delivery of the products for a legally invalid reason, they will be in default without notice of default. In that case Seller is entitled to store the products on Customer's account and risk or sell these to a third party. Customer will still owe the purchase price, increased with interest and costs by means of damages, however, where appropriate, decreased with the net revenue from the sale to that third party.

8. Force majeure

8.1 If Seller is unable to meet their obligations to Customer due to a non-imputable failure ("force majeure"), the obligations are suspended for the duration of the force majeure situation.

8.2 If the force majeure situation has lasted longer than three months, both parties are entitled to fully or partly dissolve the agreement in writing.

8.3 Force majeure of Seller includes every situation independent of Seller's will that prevents, delays, or makes it uneconomical to comply with their obligations towards Customer or because of which compliance with these obligations cannot be reasonably expected of Seller.

8.4 Force majeure also includes all circumstance, which reasonably must be considered to hinder (timely) delivery of the sold goods, such as a supplier not or not in a timely fashion delivering to the Seller, as well as if the Seller does not or not in a timely fashion receive the products their supplier sold them, in which situations

Seller has the choice to postpone delivery or dissolve the purchase agreement.

8.5 Parties will inform each other about a (possible) force majeure situation as soon as possible.

9. Retention of title

9.1 The ownership of the product transfers to Customer, notwithstanding the factual delivery, only after they have settled all that which—in accordance with the agreement—is or will be owed to be or have been delivered to Seller, including the purchase price, any surcharges owed pursuant to these Conditions or the Agreement, interest, taxes, and costs, as well as any activities carried out or to be carried out pursuant to the Agreement.

9.2 Any amount received from Customer will in the first place be used to satisfy those claims that Seller may have on Customer with respect to those Seller has not claimed ownership of in paragraph 1.

After this, each amount received from Customer will first be used to pay all possibly outstanding interests and costs as referred to in Article 5.8.

9.3 Customer is not entitled to rent the products to third parties or supply them, transfer them to third parties, or in any other way encumber them on behalf of third parties before the ownership of the product is transferred to Customer.

Customer is only entitled to sell or deliver the products of which Seller is owner to third parties insofar as this is necessary in Customer's ordinary course of business.

9.4 Customer is obliged to store the products delivered with the retention of title carefully and as recognisable property of Seller and secure these against risks such as fire, explosion, damage, and theft. Customer shall cede all rights on the insurers involved with respect to this to Seller upon Seller's first request.

9.5 If and for as long as Seller is owner of the products, Customer shall immediately inform Seller in writing when any part of the products is lost or damaged, or the products are confiscated and/or a claim is otherwise made on (any part of) the products. Customer shall also inform Seller upon Seller's first request on the whereabouts of the products of which Seller is owner.

9.6 The Customer shall immediately express Seller's (property) rights to the seizing bailiff, administrator, or curator in case of confiscation, (temporary) suspension of payment, or bankruptcy.

10. Intellectual property

10.1 Seller declares that, insofar as they are aware, the products do not infringe the intellectual property rights of third parties that apply in the Netherlands. However, Seller cannot indemnify Customer for possible infringement of intellectual property rights of third parties.

10.2 Customer guarantees not to infringe (or allow or make it possible for third parties to infringe) intellectual property rights of Seller, or their suppliers, with regards to their products, for example by copying, editing, or remaking products.

11. Inspection and claims/complaints

11.1 Immediately upon arrival at the place of destination or, if this should occur earlier, upon taking delivery or having a third party take delivery on their behalf, Customer is obliged to carefully inspect the products or have them inspected. Seller must be informed of any claims about defects of the products that are due to material or production errors, as well as differences in number, weight, composition, or quality between the delivered products and the description previously given on the order confirmation and/or invoice in writing within 8 days after arrival of the products. Seller must be informed in writing immediately after detection and at the latest within 21 days after receipt of the products, of defects which could not reasonably have been detected within the above period.

11.2 Customer is required to immediately stop the use, modification, processing, or installation of a product after discovery of any defect.

11.3 Customer shall offer all assistance Seller desires for investigation of the claims, including by providing Seller the opportunity to inspect (or have inspected) the circumstances of use, modification, processing, and/or installation.

11.4 Customer is not entitled to claims with respect to products of which Seller cannot inspect the claim.

11.5 Customer is not free to return the products before Seller has agreed to this in writing. Costs of return are to be borne by Customer and the products remain at their risk.

11.6 Customer cannot make claims effective against Seller with regards to claims about product defects for as long as Customer has any outstanding obligation towards Seller which is not directly opposite. In this regard explicitly should be mentioned that Seller will not be bound to meet any claims, guarantees and warranty's if the Customer has any outstanding obligations, like payments, towards the Seller.

11.7 Claims regarding delivered products cannot influence the rights and obligations of parties with regard to previously delivered products or to be delivered products, not even if those products are or will be delivered by executing the same Agreement.

11.8 Seller will not consider claims on delivered used products, unless agreed otherwise in writing, and Seller is not liable for these in any respect.

11.9 If Customer makes a claim with regards to defects of a product timely, correctly, and rightfully, Seller's liability resulting from that is limited to the obligations described in Article 13.1, in accordance with the nature of the claim and with consideration of the other provisions of Article 13 (warranty).

11.10 Under no circumstances and at no time before or after definitive delivery can Customer claim damages or dissolution of the Agreement with Seller if the acquired products cannot be used for certain specific purposes which Seller has shown, named, or indicated. Seller is also in no way liable for any offences and the financial and

legal consequences thereof resulting from (un)lawful use or the application of the products, materials, or services Seller has sold to Customer.

12. Mounting, installation, scene setting and activation

12.1 The purchase fees do not include installation and activation and after-sales service costs, unless agreed otherwise.

12.2 If Seller has obliged themselves to install and activate the sold products, they only accept liability regarding the working of those products if:

a. installation and activation takes place according to their instructions, in which Seller is entitled to charge a technician with the execution of the activities. Travel costs and costs for accommodation, food, and such for the technician are for Customer's account.

b. The circumstances (in the broadest sense of the word) at the place where the installation and activation is to take place must not have a hindering effect and foundations, walls, partitions, and such on which and/or to which the products are to be set up or attached have been installed, implemented, and/or repaired correctly before the work commences.

Carrying out all ancillary activities, such as for example (but not limited to) the offering of the products to be processed or organising of the construction (location) are for Customer's account. Furthermore, Customer shall provide the necessary assistance in the form of manpower and auxiliary materials at their expense.

12.3 If the technician, due to circumstances independent of Seller's will, cannot regularly continue the installation and activation, the resulting costs are borne by Customer.

12.4 Customer will pay additional work based on the fees of XO LIGHTS EUROPE that apply at that time. There is in any case additional work if the information provided by Customer does not correspond to the actual situation or if the actual information differs from the quotes or order confirmation. Customer is responsible for the drawings and calculations made by them or on their behalf and for the suitability of the materials they prescribe.

12.6 Customer is obliged to take all required or necessary safety measures with regards to the employees of XO Lights Europe. Customer is liable for all damage resulting from loss, theft, or damage of tools, materials, and other goods of (employees of) XO LIGHTS EUROPE which are present at the place the activities are carried out.

12.7 Article 13 is similarly applicable.

13. Warranty and Guarantee

13.1 If a claim is made timely, correctly, and in accordance with the provisions of Article 11 and it is shown to be satisfactory to Seller's reasonable opinion that the products do not function properly, Seller shall have the choice to deliver the products that have been proven to be defective again free of charge against the return of the products that have been proven defective, or to repair the products that have been proven to be defective, or provide Customer a mutually agreed discount on the purchase price, unless expressly agreed otherwise by Seller and Customer in a written agreement.

By completing one of the above mentioned performances, Seller shall be deemed to have fully met the obligations of the guarantee and cannot be held to any further claim (for damages).

13.2 The Warranty period is standard two years, unless expressly agreed otherwise by Seller and Customer in a written agreement.

13.3 The warranty period will always be effective from delivery of the products and or services from Seller to Customer.

13.4 If Seller delivers products to Customer which Seller has procured from suppliers, Seller is never held to further guarantee or liability with towards Customer than that which Seller can claim from their supplier. In case of sale of products that are sold under factory guarantee or replacement parts guarantee, then there is only guarantee for any defective components or parts Seller has delivered to Customer or components or parts which have a failure. Any necessary (de-)installation, adjustment, and setup costs of parts of the sold good and ancillary costs of services or necessary materials are completely for Customer's account. Any record keeping, transport, and delivery costs, and all ancillary costs for factory guarantee or replacement part guarantee to be stipulated at Seller's supplier are also completely and without reservation for Customer's account. All transport costs of Customer to Seller are at all times for Customer's account. Guarantee is excluded on batteries, power units, and wear parts. There is only guarantee on the products sold by Seller if this is unequivocally and clearly indicated on the orders, assignments, or invoices. Guarantee is excluded on wear parts with as only exception factory errors. Wear parts include: products or parts of products which experience quality reduction (damage, clogging, deterioration) by use.

13.5 Seller expressly does not guarantee recommendations or advice regarding installation or use of products, Seller also does not guarantee such advice or instructions from Customer to their buyers.

13.6 The products remain completely for Customer's risk in the case that Seller carries out repair activities to the products, unless the repair is the result of an inadequate performance of Seller and Customer cannot reasonably be expected to insure the products for the risk stated above.

13.7 If Customer carries out or has others carry out any repairs or changes without prior permission from Seller, Seller will not be bound to meet their guarantee obligations. This also applies if Customer or affiliated parties have used the goods incorrectly, which includes all use of the good that is not reasonable or its purpose according to the user manual. In this regard explicitly should be mentioned that if Power generators are used to power up the products and/or the products have not been installed according to the installation and user manuals, seller will not be bound to meet their guarantee obligations.

14. Liability and indemnification

14.1 Seller is never liable for any indirect damage of Customer or third parties, including consequential damage (lost profits, stagnation damage, etc.), immaterial damage, business damage, or environment damage.

14.2 Seller's liability to Customer is on any account whatsoever limited to the purchase price concerned (excluding VAT) per situation (in which a related set of events counts as a single situation). If no purchase price can be indicated, Seller's liability is limited to the amount they receive from their corporate liability insurance.

14.3 Excepting gross negligence or deliberate intent of Seller or their highest managing staff, Customer indemnifies Seller against any claims from third parties, on any account whatsoever, regarding payment of damages, costs, or interests associated with the products or resulting from the use of the products, unless Customer cannot reasonably be given any blame with regards to the damage.

14.4 The liability limitations in the previous paragraphs are not applied insofar as the damage concerned is caused by deliberate intent or gross negligence of Seller or their highest managing staff or insofar as Seller's liability results from the compulsory applicable product liability law.

14.5 If Customer is provided indications, prescriptions, and/or user manuals regarding the use and purposes of the products upon delivery of the products by Seller, Customer is required to follow these. Seller may, in absence of written notification from Customer to the contrary, assume that Customer and their staff or the persons who seller directly or indirectly allows to work or stay, this in the broadest sense of the word, with the product are sufficiently proficient in the language in which these indications and prescriptions are provided in order to understand them and act accordingly, if that language is Dutch or English. Seller is willing to provide Customer those indications and prescriptions in other languages insofar as possible, upon written notification. Customer is required to pay the costs for this.

15. Suspension and Dissolution

15.1 In case of (temporary) suspension of payment, bankruptcy, suspension, or liquidation of Customer's business, all agreements with Customer will be legally dissolved, unless Seller informs Customer they desire compliance with (a part of) the agreement(s) concerned within a reasonable period (when applicable in response to the desires of the administrator or curator), in which case Seller, without notice of default, is entitled to:

- a. suspend the execution of the agreement(s) concerned until payment has been sufficiently ensured; and/or
- b. suspend all of their possible obligations to Customer;

all this without prejudice to Seller's other rights under whichever agreement with Customer and without Seller being obliged to any payment of damages.

15.2 If Customer does not sufficiently or not within a stated period, or otherwise not meet any obligation resulting from any agreement, Customer is in default and Seller is entitled without notice of default or legal intervention to:

- a. suspend the execution of the agreement and the agreements directly associated with this until payment is sufficiently ensured; and/or
- b. partly or fully dissolve that agreement and the agreements directly associated with it;

all this without prejudice to Seller's other rights under whichever agreement with Customer and without Seller being obliged to any payment of damages.

15.3 In case a situation occurs as intended in paragraph 1 or paragraph 2 respectively, all claims from Seller to Customer and the intended claims under the agreement(s) concerned are immediately and completely due and Seller is entitled to take back the products concerned. In this case, Seller and their representative(s) are entitled to enter Customer's premises and buildings in order to take possession of the products. Customer is obliged to take the necessary measures in order to provide Seller the opportunity to realise their rights.

16. Applicable law, information requirement, and competent court

16.1 Dutch law applies to these Conditions, as well as all agreements.

16.2 Third parties do not become a party to any agreement between Seller and Customer based on any third-party clause in these Conditions or the Agreement.

16.3 If these Conditions apply in an international relationship with Customer, Customer shall always immediately inform Seller about all provisions in these Conditions that are not enforceable in Customer's country. Providing prior agreement from Seller, Seller shall then bear the reasonable costs of any research necessary for this.

Customer shall, insofar they remain in default of that which is stipulated in the first sentence of this paragraph, not invoke—in legal or other procedures—the possible un-enforceability of such provisions and indemnify Seller against any damages that may occur, unless Seller has refused to pay the reasonable costs for the necessary research, as intended above.

16.4 Insofar as not required by national or international law, all disputes between parties shall be brought to the competent court in Rotterdam, or the otherwise competent court on the basis of the national or international law.

16.5 Parties will first attempt mediation in order to solve the dispute together, before presenting the dispute to the competent court.

17. Publications

17.1 Although Seller strives to take the most meticulous care in the preparation of all technical, product, and sales information and all other documents in written and digital form, there is always a possibility that certain information may become outdated or is no longer correct. Seller is therefore not liable for the results of activities that are carried out based on these possibly outdated documents or websites.

17.2 All shown images and product descriptions are informative and under reservations. No deviations in the delivered products of Seller to Customer constitute non-conformity, and Seller can never be held liable for such deviations.

17.3 Seller is not liable for any damage whatsoever suffered by Customer or (any) other party, which may be caused by the visit to Seller's web page, or caused by possibly damaged files in whatever form, such as viruses, which may be present in email messages and other digital files of Seller without their knowledge.

17.4 All quotes provided by Seller are valid for a period of up to 30 days, unless indicated otherwise. Seller cannot be held to their quote if Customer could reasonably have understood that the quote or a part thereof contains an apparent mistake or error.

18. Conversion

18.1 If and insofar as no claim can be made on the grounds of reasonableness and fairness or the unreasonable encumbering nature of any provision in these General Terms and Conditions, that provision gains a similar meaning in terms of content and purport so it can be appealed to.

19. Partial nullity

19.1 If any provision in these General Terms and Conditions is not applicable or contrary to public policy or law, only the provision concerned will be considered unwritten, but the general terms and conditions will remain effective.

These General Terms and Conditions apply to all offers, quotes, invoices, orders, deliveries, project or product documentation, services, and other activities of XO Lights Europe. These General Terms and Conditions will be sent upon first request and free of charge. These general terms and conditions are also available on the website: www.XOLIGHTSDUBAI.com-homepage footer