

# Terms and Conditions

## General Conditions of AppLED BV, established and residing at Rijnstraat 7E, 5347 KL Oss, The Netherlands

### Art 1. Application of these general conditions

1.1 These general conditions are applicable to all new offers and agreements with a third party by AppLED B.V., further referred to as AppLED, as well as all agreements with regard to performance of work, acceptance of work by AppLED from a third party included. Changes in the agreements between AppLED and a third party and alterations of these agreements will only be effective after written confirmation of the parties.

1.2 In case of the client having his own general conditions, they will not be applicable to us for as far as they are contrary to our own general conditions or as far as we have not agreed to his general conditions in writing. Changes and alterations in the agreement will only be effective after written confirmation of the parties.

1.3 All offers are valid for one month, unless otherwise agreed.

1.4 All offers are made with reservations to unforeseen circumstances. All additional costs caused by these circumstances will be at the clients expense and will be charged separately.

### Art 2. Offers

2.1 All our offers, in whichever form, are free of engagement, unless explicitly otherwise agreed.

2.2 We reserve the right to refuse orders without further comment.

2.3 Offers and/or other documentation sent to us do not oblige us to accept the order. In case of refusal of an order, the client will be notified as soon as possible, but at the latest within 14 days.

### Art 3. Agreement

3.1 Verbal agreements are only valid, after written confirmation by AppLED. Our general conditions are also applicable on those agreements.

3.2 In principle, agreements for sale and/or acceptance of labour will only become effective after our written confirmation.

Arrangements or agreements made by subordinate personnel are only binding after written confirmation of the appropriate employee or the client himself. All employees without procurator are considered to be subordinate personnel.

3.3 All agreements entered into by AppLED are legally annulled without written confirmation, without the client losing his obligation for payment concerning damage, cost and investments made by AppLED or a third party appointed by AppLED, in the case of the clients:

- death or liquidation of his business;
- suspension of payment or application for bankruptcy or declared bankrupt;
- properties moveable or immovable being seized;
- having supplied incorrect or incomplete information when entering the agreement or having withheld known facts of any kind that might have influenced the will of AppLED for entering into the will of AppLED for entering into this agreement in a negative manner.

3.4 For domestic orders of less than 350 Euro's net apply order costs of 15 Euro's, unless the packages dimensions exceed 1,25 meters or the package weighs more than 25 kilos. In those cases the actual delivery costs will be charged. For deliveries to Belgium there is a minimal order amount of 450 Euro's for post-paid deliveries. In all other cases we deliver ex-works.

3.5 In order to assure a correct execution of the agreement we are at liberty, if we consider it necessary, to call in a third party. The costs involved can be charged to the client.

### Art. 4. Cancellation

If the other party, after establishment of the agreement, wishes to cancel the agreement, cancellations costs of 10% of the order price (incl. V.A.T) will be charged, while keeping the right to claim full compensation costs.

### Article 5. Quality and Description

5.1 AppLED has the obligation towards the client to deliver the goods according to the description, quality and quantity as agreed on in the offer and/or sale agreement.

5.2 AppLED has the obligation towards the client to deliver goods that are equal in every way to the samples or models that were supplied by AppLED.

### Art 6. Payment, Packaging, Shipping and Delivery

6.1 AppLED has the obligation towards the client to pack the goods adequately and to protect them in such manner that they are able to reach the destination in good condition using standard transportation. The client is responsible for adequate transport insurance.

6.2 For the first two orders AppLED will ask for a payment in advance. When an order is more than 10.000 Euro's, the customer will be asked for payment in advance.

6.3 When the order is paid in advance, the customer will receive an additional invoice discount of 2%. This is not applicable for the first two orders.

6.4 Unless otherwise agreed, deliveries are ex warehouse Oss, with C.O.D. with an C.O.D. fee of 3.15% of the total invoice, or with payment in advance.

6.5 The delivery date will be determined approximately, unless agreed otherwise in writing. In case of delayed delivery, AppLED has to be held liable by the client within 5 days in writing.

6.6 Should the approximate delivery date be exceeded by us, this will not give the other party the right to lay a claim for damage, unless the contrary is explicitly shown. The assessment of this will be ours. In case the delivery date will be exceeded excessively, the client will be consulted.

6.7 The client has the obligation to check the delivered goods immediately upon delivery for any shortcomings and/or visible defects, or perform this check after our announcement that the goods are at their disposal.

### Art 7. Reservation of Ownership and Risk of Purchase

7.1 Delivered goods remain our property until AppLED has received full payment of the sales price including all additional costs and all other outstanding debts regarding previous deliveries. The ownership and risk for the goods will be transferred to the client after full payment has been carried out.

7.2 Until the client is legally the rightful owner of the goods, the client is not entitled to alienate or sell the goods or lay on burden in any possible manner. The client is obliged to store the goods with the most possible care.

7.3 If AppLED has justified doubts concerning the clients liquidity, AppLED is entitled to postpone the delivery until the client has been able to present positive proof of his liquidity. The client is responsible for damage suffered due to delaying delivery.

7.4 AppLED or his authorized representative is at all times entitled to enter the premises wherein the delivered goods are stored, until full payment has been made. The client commits himself to cooperation and gives AppLED and/or his representative above mentioned authority.

### Art 8. Lien

AppLED is authorized to put a lien on all goods or other means that AppLED has in his possession, until all outstanding debts have been settled.

### Art 9. Force Majeur

9.1 Force majeure is understood to mean: every circumstance occurring independent of the will of either party of circumstances unforeseen in any way, leading to a reasonable inability of one party to carry out the subject of the agreement.

9.2 Should, according to our assessment, the force majeure be temporary, we have the right to postpone the implementation of the agreement until the circumstance causing the force majeure has ceased to occur.

9.3 Should, according to our assessment, the force majeure be permanent, the parties can make a settlement regarding the dissolution of the agreement and the related consequences.

9.4 We have the right to claim the amount due for performances made according to the agreement up to the moment that force majeure occurs.

9.5 The delivery date referred to in art. 6.4 will be extended with the same period as AppLED has been prevented to carry out his obligations due to force majeure.

9.6 Should, due to force majeure the delivery be postponed for more than two months, either party will have the right to terminate the agreement. In that case, AppLED is entitled to receive payment for the actual expenses only.

9.7 In case agreed delivery is not carried out due to reasons beyond the reach of AppLED, then the client is obliged to inform AppLED in writing or by fax. In case the client fails to do so, the possibility of referring to force majeure is no longer valid.

9.8 AppLED is at no time responsible for damage caused by date related malfunctions in delivered appliances.

### Art 10. Guarantee

10.1 AppLED is liable for damage occurring to the goods delivered to the client or his customer during the guarantee-period, unless the damage was caused by incompetent use e.g. due to neglect of operation instructions provided by us. Our guarantee is limited to free repairs or replacement of the defect goods or parts of them, and is subject to our assessment. AppLED does not give a longer guarantee on goods or parts thereof, than the guarantee given to us by our supplier. In case a product has been supplied to us without any guarantee, we will not grant any guarantee either, unless otherwise agreed in writing.

10.2 The guarantee-period for all goods is limited to one year, with the invoice date as date of reference. There is no guarantee on light bulbs. If the client wishes to refer to this guarantee, he must present an invoice at all times. Without invoice, all rights to this guarantee expire.

10.3 When the goods are shipped back to AppLED, be sure that original packaging around the product is used to prevent further damage to the product. AppLED will not accept products without it's original packaging, unless otherwise agreed in writing. All additional costs caused by these, will be at the clients expense and will be charged separately. For LED bulbs shipped without it's original packaging AppLED will charge 25% of the unit price. Damaged products due to neglecting of using the original packaging will be charged in full.