

**General Terms and Conditions of Sale and Delivery of Light Matters BV and HMC BV trading under the name Yourlight, hereinafter referred to as "Yourlight".
As per 30 August 2021**

1. General:

- a. These general terms and conditions of sale and delivery apply to all offers, orders, deliveries of Products and Services and other agreements from and with Yourlight, hereinafter: the "Conditions".
- b. The general and/or purchasing conditions of the other party, hereinafter: the "Client", are rejected unless they have been accepted in writing by Yourlight in whole or in part.
- c. All provisions of the Terms and Conditions between the parties are effective insofar as they have not explicitly been deviated from by an express written agreement between the parties.
- d. The client with whom the Terms and Conditions have once been contracted is deemed to have tacitly agreed with the applicability of the Terms and Conditions to all future transactions with Yourlight.
- e. In the Terms and Conditions, products are understood to mean: movable property (roerende zaken) that has been produced by third parties and that is resold by Yourlight to the Client, or that Yourlight has had produced by third parties, hereinafter referred to as: the "Products".
- f. In the Terms and Conditions, services are understood to mean: consultancy and design work, repairs, maintenance and after-sales work, as well as conducting the management over installation and/or assembly work, hereinafter referred to as: the "Services".
- g. In the Terms and Conditions, Agreement is understood to mean: the Agreement concluded between the Client and Yourlight regarding the delivery of Products and/or Services.
- h. In the Terms and Conditions, "in writing" also includes communication by email.
- i. Yourlight is entitled to unilaterally change the Terms and Conditions. Any adjustment or addition will come into effect within thirty days after the Client has been informed of the change.
- j. In the event of a conflict between provisions of the Agreement and the Conditions, unless a different intention arises from the text of the Conditions or otherwise agreed in writing, the provisions of the Agreement shall prevail.

2. Offer and Agreement:

- a. Every offer made by Yourlight is without obligation and valid for the number of days as indicated in the offer, after which the offer will expire.
- b. The Agreement between the Client and Yourlight is concluded by (i) signing a contract between the parties, or (ii) by validly signing Yourlight's offer by the Client, or (iii) on the day of dispatch of the written order confirmation by Yourlight to the Client. If the Client does not respond in writing within 5 working days after the order confirmation has been sent, the Client will be deemed to have accepted the Agreement in full. Sending and response can take place by e-mail.
- c. All ordered and/or purchased Products and/or Services that are not included in the order confirmation are considered additional work.
- d. Oral promises only apply insofar as they have been confirmed in writing by Yourlight.
- e. If a cost price increase has taken place for one or more components after the Agreement has been concluded, Yourlight is entitled to increase the agreed price accordingly.

3. Time of delivery and transfer of risk:

- a. The delivery times indicated by Yourlight are approximate. Yourlight does its utmost to adhere to the indicated delivery times, but may have to deviate from it due to circumstances. Yourlight has the right to deliver in parts.
- b. Exceeding the delivery time does not entitle the Client to full or partial dissolution of the Agreement.
- c. The risk for the Products during transport or return transport is borne by the Client.
- d. If the Client refuses to collect or take receipt of Products ordered, Yourlight will charge the costs incurred as a result.
- e. From the moment the Products are delivered, the Client bears the risk for all direct and indirect damages that may arise to or by the Products.

4. Installation and/or mounting:

- a. Yourlight is not a contractor and will never allow installation and/or assembly work to be carried out at its own expense and risk.
- b. At the request of the Client, Yourlight can conduct the management over the installation and/or assembly work performed by third parties on its behalf.
- c. The scope of the installation and/or assembly work, as well as the costs for the execution of this by third parties, as well as the management thereover by Yourlight, will be made known in the offer prior to the conclusion of the Agreement and will be accepted by the Client.
- d. If Yourlight conducts the management over the installation and/or assembly work on behalf of the Client, the Client acknowledges that the Client bears the full risk in this regard. The general (delivery) conditions of the installation and/or assembly company, including its warranty and liability conditions, apply to its services, unless the parties have agreed otherwise in writing.
- e. When entering into the Agreement, of which Yourlight conducts the management over the installation and/or assembly work is part, the Client represents and warrants that the technical installations of the Client on which the installers/mechanics will work, function properly, are safe and comply with the latest applicable European Norms.

- f. The Client will ensure that the Products to be installed/assembled are in the right place, so that the installers/mechanics hired by Yourlight on behalf of the Client can immediately start their work as soon as they have arrived at the place of installation/assembly.
- g. The Client ensures that the installers/mechanics can carry out their work without delay and continuously during the normal working hours (typically from 7.00am to 6.00pm). Hours that installers/mechanics have to wait at the request of the Client, because, production work is given priority for example, will be charged in full to the Client at a rate indicated in advance.
- h. The Client ensures that Yourlight and third parties engaged by Yourlight on behalf of the Client have timely access to all (technical) information, data, decisions and changes that are necessary for the performance of the work. The Client is responsible for the correctness and completeness of this information, data, decisions and changes.
- i. The Client shall ensure in a timely manner free access to the location where the installation and/or assembly work must be performed, as well as for clean, safe and healthy conditions that comply with the applicable safety regulations.
- j. The Client will ensure that all provisions have been made, including, but not limited to, a free workplace, so that the installers/mechanics can carry out the work specified in the order without hindrance and/or delay, and that all necessary safety and precautionary measures have been taken.
- k. Hours that do not relate to the agreed work, but which installers/mechanics must perform at the request of the Client or which must be fulfilled by the Client, for example to familiarize themselves with the specific safety regulations on the site and in the buildings of the Client, will be charged. Costs incurred due to unworkable weather will be charged to the Client.
- l. If the above points are not met and additional work and/or waiting time arises that cannot be attributed to Yourlight, these costs will be charged by Yourlight at the (hourly) rate applicable at that time.
- m. The Client is responsible for the delay and/or costs on the part of Yourlight that are caused by the activities of contractors and third parties that cannot be attributed to Yourlight.

5. Delivery Products and Services:

- a. The Products are deemed to have been delivered as soon as the Products as referred to within the framework of the Agreement have been realized in Yourlight's opinion and have been handed over to the Client.
- b. Yourlight is authorized to deliver the Products and/or Services in parts.
- c. The Client has the right to inspect the Products at the latest within 14 days after delivery or completion. Minor defects that can be repaired before expiration of the payment term are not grounds for refusal.
- d. The Products are deemed to have been accepted if no written notification of a valid complaint has been made within this period.

6. Retention of title:

- a. All Products delivered by Yourlight and materials and parts required for installation/assembly remain the sole property of Yourlight until the moment of payment in full of everything that Yourlight for whatever reason has to claim from the Client. This also includes transport costs, damage attributable to the Client, interest or obligations from other agreements.

7. Complaints and Warranty on Products:

- a. The provisions of this article apply to Products from manufacturers located both within and outside the European Economic Area.
- b. The warranty provided by Yourlight for the Products it resold is limited to the applicable manufacturer's warranty. Only the warranty conditions and warranty period of the manufacturer apply to the Products.
- c. Yourlight does not provide a warranty that goes further than the warranty that Yourlight can invoke as a reseller in its relationship with the manufacturer of the rejected Products.
- d. Upon the Client's first request, Yourlight will provide (the content of) the warranty conditions of the manufacturer of the Products.
- e. Complaints are understood to mean all complaints from the Client with regard to the quantity, quality and/or soundness of the Products delivered.
- f. Complaints must be submitted to Yourlight in writing within 14 days after delivery, unless the complaint concerns invisible or otherwise not immediately observable defects. In that case, the complaint must be submitted in writing to Yourlight within three months after delivery.
- g. A complaint with regard to certain Products does not affect payment for other Products already delivered or yet to be delivered.
- h. The applicable warranty period is always included in the Agreement.
- i. In the event of a justified complaint, Yourlight is obliged to address the manufacturer on behalf of the Client under the manufacturer's warranty within a reasonable period of time. Yourlight will invoke the manufacturer's warranty conditions on behalf of the Client and Yourlight will make an effort towards the manufacturer to have the defective Products repaired or replaced within a reasonable period of time.

8. Complaints and warranty on Services:

- a. In the event of a complaint or a warranty claim by the Client on a Service provided by a third party under the Agreement, including installation and assembly work delivered over which Yourlight conducted the management on behalf of the Client, the complaint and warranty conditions of this third party apply.
- b. The Client must report the complaint or warranty claim to the Service within a reasonable period of time, after which the complaint or warranty claim will be handled by the latter.

- c. In the event of a justified complaint and/or claim under warranty, Yourlight is obliged to address the supplier of the Service on behalf of the Client within a reasonable period of time under the warranty conditions provided by the latter. On behalf of the Client, Yourlight will encourage the supplier of the Service to ensure adequate follow-up within a reasonable period of time.

9. Liability and indemnification for advice:

- a. The client is obliged to give Yourlight at Yourlight's expense, the opportunity to remedy shortcomings in the field of advice for which Yourlight could be held liable, within a reasonable period of time.
- b. If Yourlight is liable towards the Client, it is only obliged to compensate the direct damages suffered by the Client as a result. Direct damages in no case include indirect or consequential damages, such as, but not limited to, disassembly, dismantling, assembly and mounting costs of the Products delivered by Yourlight, trading loss, loss of production, loss of turnover and/or profit, depreciation, idle time and/or fines owed to third parties.
- c. Yourlight is not liable for compensation of other damages, unless the damage suffered is the result of intent or gross negligence.
- d. The damage to be compensated by Yourlight is limited to compensation of the invoice amount owed to Yourlight (excluding VAT) belonging to the Agreement from which the liability arises, or in the case of a partial invoice, to the amount of the partial invoice owed to Yourlight. If the damages are covered by Yourlight's insurance, the liability is limited to the amount actually paid out by the insurer in this regard.
- e. The Client will indemnify Yourlight and its employees and auxiliary persons against any claim from third parties insofar as those claims are more or different than those which the Client is entitled to against Yourlight.
- f. Any liability of Yourlight expires one year after the day on which the Agreement is terminated by delivery or cancellation.
- g. The right to compensation lapses if the Client has not given Yourlight written notice of default within three months of the occurrence of the damage. The right of action expires one year after the written notice of default.

10. Liability and Indemnification for Products:

- a. The Client is obliged to give Yourlight the opportunity within a reasonable period of time to remedy any shortcomings of delivered Products for which Yourlight is liable, unless under the law this cannot be demanded of Yourlight.
- b. Yourlight's liability in connection with any shortcomings in Products delivered by it is limited to compliance with the warranty described in article 7.
- c. Insofar and if Yourlight would be liable towards the Client under this article for damage suffered by the Client, it is exclusively obliged to compensate the direct damages suffered by the Client as a result. Direct damages in no case include indirect or consequential damage, such as, but not limited to, disassembly, dismantling, assembly and mounting costs of the Products, trading loss, loss of production, loss of turnover and/or profit, depreciation, idle time and/or fines owed to third parties, including liquidated damages.
- d. Yourlight is not liable for compensation for other damages, unless the damages suffered is the result of intent or gross negligence.
- e. The damages to be compensated by Yourlight are limited to compensation of the invoice amount owed to Yourlight (excluding VAT) in relation to the Agreement from which the liability arises, or in the case of a partial invoice, to the amount of the partial invoice to which Yourlight is entitled. If the damages are covered by Yourlight's insurance, the liability is limited to the amount actually paid out by the insurer in this regard.
- f. Conditions that limit, exclude or determine liability, which can be invoked against Yourlight by suppliers of Yourlight in connection with the Products delivered, can also be invoked by Yourlight against the Client.
- g. The Client will indemnify Yourlight and its employees and auxiliary persons against any claim by third parties insofar as those claims are more or different than those which the Client is entitled to against Yourlight.
- h. Any liability of Yourlight expires one year after the day on which the Agreement is terminated by delivery or cancellation.
- i. The right to compensation lapses if the Client has not given Yourlight written notice of default within three months of the occurrence of the damage. The right of action expires one year after the written notice of default.

11. Liability and Indemnification for Services:

- a. The provisions of this article apply if the Agreement states that Yourlight conducts the management over the installation and/or assembly of the Products at the expense and risk of the Client.
- b. Yourlight is not liable for any damage resulting from installation and assembly work that is or will be performed by an installation and/or assembly company over which Yourlight has the management of on behalf of the Client, but at the expense and risk of the Client.
- c. In principle, the general (delivery) conditions, including the liability and warranty conditions, of the installation or assembly company hired by Yourlight on behalf of the Client apply to its installation and/or assembly work. These will be made available to the Client on first request.
- d. Subject to the provisions of this article, any liability of Yourlight is excluded – unless the damage is the result of intent or gross negligence.
- e. If Yourlight is liable, it is only obliged to compensate the direct damage suffered by the Client as a result. Direct damage in no case includes indirect or consequential damage, such as but not limited to disassembly, dismantling, assembly and mounting costs of the Services delivered through Yourlight, trading loss, loss of production, loss of turnover and/or profit, depreciation, idle time and/or fines owed to third parties.
- f. Any liability of Yourlight expires one year after the day on which the Agreement is terminated by delivery or cancellation.
- a. The right to compensation lapses if the Client has not given Yourlight written notice of default within three months of the occurrence of the damage. The right of claim expires one year after the written notice of default.

12. Force Majeure:

- a. Force majeure is understood to mean an event that is not attributable to Yourlight's fault and is not at its risk, including (but not limited to) natural disasters, epidemics, riots and acts of war.
- b. If Yourlight is unable to deliver the ordered Products and/or Services on time due to force majeure, it has the right to dissolve the Agreement in whole or in part by written notice.
- c. Yourlight also has the right to such dissolution in the event that force majeure affects one or more of its suppliers and as a result it cannot fulfil its obligations.
- d. In the event of termination of the Agreement by Yourlight as a result of force majeure, Yourlight will not be obliged to pay any compensation.

13. Price and Payment:

- a. The prices indicated by Yourlight are exclusive of turnover tax and other levies imposed by the government.
- b. Prices are based on delivery ex works (Incoterms 2020: EXW/ex-works). The transport costs are agreed between the parties per order.
- c. Payments must be made without deductions or settlements within 14 days of the invoice date, unless explicitly agreed otherwise in writing.
- d. If the Client does not pay the invoice amount owed by it or does not fully pay it within the set term, Yourlight is entitled to an interest of 1% per month or part of a month that the Client remains in default without any notice being required.
- e. All costs related to the collection of the claim, both judicial and extrajudicial costs, may be charged by Yourlight to the Client.
- f. A payment will in the first place be deducted from all costs and interest owed and finally from the longest outstanding due and payable invoices, even if the Client states that the payment relates to later invoices.
- g. If the Client does not pay any invoice from Yourlight or does not pay it on time and/or if the financial circumstances of the Client reasonably give rise to this, such at the discretion of Yourlight, Yourlight is entitled to suspend the further execution of the Agreement until proper payment has been made or sufficient security has been provided by the Client to Yourlight's satisfaction.
- h. With regard to installation and/or assembly work that takes place under the management of Yourlight, all prices and rates are based on a normal working week from Monday to Friday. All work performed outside normal working hours per calendar day will be settled at the rates and surcharges set out in the Agreement, based on Yourlight's normal working hours. All waiting hours respectively downtime for personnel of the installation/assembly company hired by Yourlight on behalf of the Client, respectively (rental of) equipment, including but not limited to the rental of aerial platforms, caused by the Client, will be settled on the basis of the (hourly) rates established in the Agreement.
- i. Yourlight is entitled to submit the invoice for the final settlement as soon as the Products have left the factory and are on transport to the Client, or on the day on which the Agreement is cancelled or dissolved pursuant to Article 12.
- j. In the event Yourlight conducts the management over installation/assembly work on behalf of the Client, Yourlight is entitled to demand (partial) advance payment, whereby the final settlement can be submitted as soon as the results of the work have been delivered, or on the day on which the Agreement is concluded pursuant to article 12 has been cancelled or dissolved.
- k. Submission of the invoice does not imply a waiver of the right to further claims by Yourlight in the context of the Agreement.
- l. The Client is under no circumstances entitled to make payments for or on behalf of Yourlight to its independent auxiliary persons, including the installers and/or mechanics hired by Yourlight on behalf of the Client.
- m. Yourlight is entitled to transfer (assign) or pledge its right to payment in whole or in part.

14. Suspension, dissolution and termination:

- a. If the Client does not, not timely or not properly comply with any obligation under the Agreement, the Client will be deemed to be in default by operation of law without further notice of default being required. In that case, Yourlight will be entitled to dissolve the existing agreements between itself and the Client without judicial intervention. Payment can be claimed for the performances already performed by Yourlight, as well as compensation for damages, costs and interests that have arisen as a result of the Client's default and the dissolution of the Agreement by Yourlight.
- b. Yourlight is entitled to demand security for the fulfilment of the obligations of the Client before delivery or progress of delivery. If this is refused, Yourlight has the right to dissolve the Agreement in whole or in part by simple notification.
- c. If the Client has instructed Yourlight to direct installation and/or assembly work on its behalf, the Client is authorized to suspend the work. He is obliged to communicate this in writing, stating the reasons, and to enter into consultation with Yourlight about the consequences as soon as possible.
- d. If the installation and/or assembly company hired by Yourlight on behalf of the Client has to take appropriate measures or measures as a result of the suspension, Yourlight is entitled to an extension of the term and/or reimbursement of costs in the amount of the damage suffered.
- e. In the event the under paragraph b. meant installation and/or assembly work is suspended or delayed and this cannot be attributed to the installation and/or assembly company hired by Yourlight on behalf of the Client, then the Client is obliged, calculated according to the status of the work, to reimburse Yourlight for the work performed, as well as all costs reasonably incurred and to be incurred, arising from obligations that Yourlight has already entered into with a view to the further fulfilment of the Agreement, calculated from the moment of the commencement of the suspension or delay.
- f. If the under paragraph d. the installation and/or assembly work referred to has been suspended or delayed for more than one month, Yourlight is authorized – without prejudice to other rights to which it is entitled – to dissolve the Agreement and/or to adjust the agreed price, insofar as the price change is caused by an increase of the price of raw materials, wages or fees to be paid to third parties and/or other costs to be incurred as a result of the suspension or delay. The adjusted prices will be communicated to the Client as soon as possible.

- g. If the Client has applied for a moratorium, has been declared bankrupt or has failed to comply with the Agreement, the Client is deemed to be in default by operation of law and Yourlight is entitled, without judicial intervention or notice of default, to dissolve the agreement in part, without Yourlight being obliged to pay any compensation and without prejudice to its further rights.
- h. The Client is at all times entitled to terminate the Agreement in whole or in part. In the event that there is a legally valid cancellation, the Client is obliged to reimburse the work performed up to that moment and to reimburse the costs incurred up to that moment, including Products ordered by or on behalf of Yourlight and including payments made.
- i. In the event that the suspension, dissolution or termination by the Client is not attributable to Yourlight, Yourlight is immediately entitled to payment for the materials already supplied – whether or not processed – and the work already performed, as well as in the cases referred to in the paragraphs e. to and including g., the Client is obliged to pay the price laid down in the Agreement in full.
- j. The Client is also obliged to compensate the damage suffered by Yourlight, without prejudice to Yourlight's obligation to limit that damage as much as possible, unless the damage is the result of a shortcoming that cannot be attributed to the Client.

15. Intellectual Property:

- a. Information on Products stated in technical data sheets, catalogues, images, drawings, size and weight specifications, etc. are only binding if and insofar as they are expressly included in the Agreement.
- b. The offer issued by Yourlight, as well as the (light) calculations and plans, drawings, software, descriptions, models, tools, etc. produced and provided by Yourlight, remain the sole property of Yourlight, even if costs have been charged for this. The intellectual property of the information, which is included in the foregoing or which forms the basis of the manufacturing and construction methods, Products, etc., remains exclusively reserved to Yourlight, even if costs have been charged for this. The Client guarantees that, except for the execution of the Agreement, the information referred to will not be copied, shown, disclosed or used to third parties other than with Yourlight's express written permission.
- c. All intellectual and industrial property rights arising from or in the context of offers made, Products and/or Services delivered by Yourlight in connection with the Agreement are vested in Yourlight. Insofar as any action by the Client is necessary for this, the latter will cooperate in this at Yourlight's first request.
- d. The Client guarantees that, except for the execution of the Agreement, the information referred to will not be copied, shown, disclosed or used to third parties other than with Yourlight's express written permission.
- e. With regard to information made available by the Client, the Client guarantees that Yourlight does not infringe intellectual or industrial property rights of third parties by executing the Agreement. The client indemnifies Yourlight against all liabilities in this regard.

16. Disputes and Applicable Law:

- a. All agreements with Yourlight are subject to Dutch law.
- b. All disputes that exist between the parties will be adjudicated exclusively by the competent court in Rotterdam.