

***General Conditions of Sale and Delivery of Illuxtron International B.V., Mercuriusweg 19,  
4382 NC Vlissingen, The Netherlands***

## **1. Applicability**

1. These conditions and the terms included apply to the trade agreements in which Illuxtron International B.V. is the seller and form in their entirety part of all tenders and offers from Illuxtron International and of every acceptance, confirmation and ratification by Illuxtron International of orders placed by the buyer and of all agreements concerning the sale by Illuxtron International and the purchase of goods and services by the buyer, unless and insofar as expressly agreed otherwise in writing with Illuxtron International.

2. The buyer's conditions and provisions are expressly rejected that are published on documents issued by the buyer, both before and after issuing of documents by Illuxtron International. Such conditions and provisions do not apply to sales by Illuxtron International to the buyer and are in no way binding on Illuxtron International.

## **2. Tenders**

1. The tenders from Illuxtron International are open for acceptance by customers within the period stated by Illuxtron International in the tender. If no period is mentioned in the tender, it is open for acceptance until 28 days after the date of the tender. Before Illuxtron International has become aware of the acceptance of the tender by the customer, Illuxtron International can revoke or withdraw a tender.

2. The customer is free to revoke or withdraw the acceptance of the tender until 16:00 on the following workday (CET). If the customer revokes the acceptance after that deadline, the customer owes Illuxtron International 10% of the total sum listed in the tender with a minimum amount of €25.

## **3. Prices**

1. The prices in tenders, confirmations and agreements are given in euros, excluding tax and levies, based on delivery according to ICC Incoterms 2010 DAP, unless agreed otherwise.

2. Illuxtron International adds taxes and levies to the sale price if Illuxtron International is legally obliged or authorized to pay or collect these taxes and levies. Buyer will pay these taxes and levies together with the price.

## **4. Payment**

1. Upon delivery, Illuxtron International sends an invoice to the buyer by email with the price of the delivered products, unless expressly agreed otherwise in writing.

2. The amount of the invoice must be paid within 30 days of the date of the invoice, unless expressly agreed otherwise in writing.

3. All payments are done to the address and account number specified by Illuxtron International on the invoice.
4. Discount due to prepayment is not permitted, unless expressly agreed otherwise in writing.
5. Credit approval investigation is done by Illuxtron International on all deliveries. Illuxtron International retains the right to demand full, partial and cash payment in advance or during delivery if there are any doubts about the customer's ability to pay
6. Late payment and partial payment incur a legal interest imposed on the unpaid portion to be paid by the buyer without any notice being required. Interest is imposed on expired, unpaid interest after one year.
7. Any legal and extrajudicial costs linked to debt collection are charged to the buyer.
8. In case of delayed payment, including non-compliance with a demand for prepayment or a demand for cash payment in advance or during delivery, Illuxtron International is entitled to suspend implementation of the agreement until the receipt of the full payment and, in case of partial payment after a written notice, to annul the agreement partially or fully. All of this does not affect Illuxtron International's right to compensation.
9. Settlement with claims against Illuxtron International is not permitted. In case of bankruptcy, suspension of payment or seizure on the part of the buyer, everything he owes to Illuxtron International is immediately payable in full and Illuxtron International can settle immediately.

## **5. Delivery conditions**

1. Unless agreed otherwise in writing, the products are delivered by Illuxtron International in accordance with ICC Incoterms 2010 DAP. In agreement with this, the risk of loss of the products is transferred to the buyer at the moment of delivery.
2. Delivery deadlines, notified or confirmed by Illuxtron International, are approximate.
3. Illuxtron International will carry out commercially responsible, reasonable efforts to deliver on the notified or confirmed deadline, on the condition that the buyer has supplied all necessary information about the order and delivery long enough before the delivery deadline.
4. Deliveries made within a reasonable period before or after the notified or confirmed delivery deadline are presumed to have been done consistent with Illuxtron International's obligations towards the buyer.
5. If Illuxtron International fails to deliver, the buyer will report this in writing and give Illuxtron International the possibility to make a delivery within 14 days. If Illuxtron International does not deliver within those 14 days, the buyer has the right to annul only the parts of the agreement concerned with the default. The rest of the agreement remains unaffected.
6. If the production process of Illuxtron International stops, declines, has stopped or has reduced, for whatever reason, Illuxtron International has the right at its own discretion to use the available

production possibility and distribute products among the customers. As a result, Illuxtron International has the right to sell and deliver fewer products to the buyer than was agreed, in deviation from the agreed amount.

7. Despite Illuxtron International's striving for a high level of customer satisfaction, it is possible that deliveries may be incomplete for some reason. In such cases, partial delivery is permitted.

#### **6. Retention of ownership**

1. All items delivered by Illuxtron International remain the property of Illuxtron International until the moment that the buyer has fulfilled all his payment obligations towards Illuxtron International according to the unique agreement concluded with Illuxtron International for the delivery of items, carrying out of tasks and provision of services. This includes claims due to failure to comply with such an agreement.

2. From the moment the goods are made available, the buyer assumes the risk for the delivered items.

3. Buyer is not entitled to encumber the delivered items to the detriment of Illuxtron International or transfer the ownership of these items as security.

#### **7. Exoneration**

1. In cases and conditions beyond the control of Illuxtron International, whether foreseeable or not at the time of arranging the agreement, Illuxtron International cannot be made liable for delay in compliance, nor for the non-performance of the agreement.

2. Nor can Illuxtron International be held liable for delays in compliance and for non-performance of the agreement resulting from interruptions in the production process.

3. For the duration of the non-performance or delay, the relevant parts of the agreement are suspended without Illuxtron International being liable for any resulting damage.

4. If the non-performance or delay lasts 90 days, or Illuxtron International expects that it will last 90 days, Illuxtron International has the right to annul the relevant part or the entirety of the agreement without being liable in any way for any resulting damage to the buyer or third parties.

#### **8. Liability for damage**

1. Illuxtron International is liable for damage to the buyer resulting from intent or gross negligence on the part of Illuxtron International.

2. Damage that is ascertained later than 12 months after delivery of the item will not be considered for compensation.

3. The right to compensation for damage lapses if no written claim is made within 90 days after ascertaining the damage.

4. Illuxtron International cannot be held liable for a sum for damages that exceeds the value of the invoice.

5. In no case will resulting damage be compensated, such as damage due to loss of profits, loss of income, loss of production, stagnation or delay in the production process or operations, lost savings, lost agreements, labour costs, increase in operational costs, extra costs for purchasing elsewhere and discounts owed to third parties or fines.

6. If Illuxtron International provides advice without there being an express agreement to provide advice, the advice is free of obligation, and Illuxtron International disclaims any liability for it.

### **9. Intellectual property and rights referring to software and documentation**

1. The sale of a product by Illuxtron International does not include the sale of exclusive rights or licensing rights to that product, but only a restricted licence for use or reselling. This complies with the intellectual property rights of Illuxtron International.

2. If software or integrated documentation is delivered with a product, the sale of that product does not include the transfer of the property rights of the software or documentation in question to the buyer, but only a non-exclusive and non-transferrable licence to use such software or documentation in combination with or integrated into products delivered by Illuxtron International, complying with the intellectual property rights of Illuxtron International.

3. With regard to the software provided by Illuxtron International to the buyer, it is forbidden:

a. to change or modify this software in combination with other products, or produce products based on this software.

b. to hand over this software, sublicense, lease, rent, lend, transfer, publish or make it available in another way.

c. combine this software or integrate it in other software.

d. conduct reverse engineering on this software, decompile it, take it apart or attempt to deduce the source code without written permission from Illuxtron International, unless this is expressly permitted under the applicable legislation.

4. The buyer will reproduce the certificates of property rights from Illuxtron International or its external suppliers in software or documentation supplied by Illuxtron International, without adjusting or changing them.

### **10. Confidentiality**

1. The buyer acknowledges that all technical, commercial and financial data provided by Illuxtron International to the buyer is confidential information of Illuxtron International.

2. The buyer may not reveal this confidential information to third parties and may not use such confidential information for another purpose than that expressly permitted in writing by Illuxtron International and in compliance with the proposed purchase.

## **11. Intellectual property rights, indemnification**

1. Illuxtron International indemnifies the buyer from claims by third parties based on the claim that the software provided by Illuxtron International infringes their intellectual property rights, on the condition that the software in questions was developed by Illuxtron International itself, is used by the buyer within the European Union, and the alleged infringement is not associated with changes made to the software by or on behalf of the buyer.

2. Buyer will inform Illuxtron International promptly and in writing about intended claims with third parties, leaving the manner of handling the case entirely to Illuxtron International and providing Illuxtron International all cooperation to defend itself against the claims, if necessary in the buyer's name.

2. In the event that it is judicially and irrevocably established that the software developed by Illuxtron International infringes the intellectual property rights of a third party, Illuxtron International will ensure that the software is sufficiently modified that it can be used without disruption or provide other, functionally equivalent software. If this is not reasonably possible, Illuxtron International will compensate the buyer for the remaining book value when the infringing software is returned. Further liabilities or obligations to indemnify of Illuxtron International due to infringement of intellectual property rights of third parties are excluded.

## **12. Export and import licences**

1. If an export or import licence is required for the delivery of the agreed products, Illuxtron International can suspend its obligations and the buyer's rights regarding this delivery until the moment when the required licence is provided.

2. If there is another form of restriction or ban due to legislation regulating export or import, Illuxtron International can suspend its obligations and the buyer's rights regarding this delivery for the duration of that restriction or ban.

3. In the above-mentioned cases Illuxtron International has the right to annul the agreement without Illuxtron International being financially liable for damage sustained by the buyer.

4. If an end use certificate is required, Illuxtron International will inform the buyer of this immediately, and the buyer will provide Illuxtron International with the correct document.

5. If an import licence is required, the buyer will inform Illuxtron International of this immediately. The buyer will also provide Illuxtron International with the correct documents as quickly as possible.

6. By accepting the offer from Illuxtron International, concluding an agreement with Illuxtron International or accepting products from Illuxtron International, the buyer agrees that he will not

trade with the products or associated documentation in a manner that conflicts with the applicable legislation for export or import.

### **13. Transmission of rights and duties, settlement**

1. With regard to this agreement, the buyer will not transfer any rights or enter into obligations without prior written agreement from Illuxtron International.
2. The buyer does not have the right to withhold payments or to reduce or offset existing or future claims against payments due for the products of the agreement or future agreements with Illuxtron International. Thus, the buyer is obliged to pay the agreed purchase amount, and claims alleged by the buyer may not be offset by the buyer.

### **14. Disputes, applicable law**

1. All offers, confirmations and agreements of Illuxtron International shall be governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is excluded. The buyer and Illuxtron International shall first try to resolve any dispute arising from or relating to these offers, confirmations and agreements amicably by consultation and negotiation in a consensual manner and in good faith.
2. Disputes which cannot be resolved amicably shall be submitted exclusively to the Court of Middelburg/Breda in the Netherlands, without prejudice to Illuxtron International's right to additionally file a complaint or bring legal proceedings against the buyer before another competent court.
3. The provisions of this article shall not restrict the rights of Illuxtron International or of the buyer to submit a dispute to a provisional relief court or to perform acts to preserve their means of recovery.

### **15. Breaches of conditions and termination of agreement**

In the case of a breach of the conditions of the purchase agreement and in the case that the buyer becomes insolvent, subject to an administration order, bankrupt or has stopped making payments or threatens to stop paying, Illuxtron International has the right through written or electronic notification to the buyer to terminate the purchase agreement with immediate effect, and all outstanding debts owed by the buyer to Illuxtron International become immediately due and payable.

### **16. Supplementary provisions**

1. Any provision in the purchase agreement or these Terms and Conditions which is wholly or partially void, voidable or otherwise inapplicable does not affect the application of the other provisions. For every void, voidable or otherwise inapplicable provision, a valid provision will be substituted that comes as close as possible to the inapplicable provision in spirit.
2. Not performing or delaying the performing or implementation of any right or recovery option derived from the purchase agreement does not mean that the purchase agreement is being renounced. A single or partial implementation of any right or recovery option derived from the

purchase agreement, from the associated document or by law does not mean that the purchase agreement is being renounced.

3. In case of conflicts between the Dutch text and the translation of these general terms and conditions, the Dutch text prevails.

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