

## General Conditions of :

The private limited company with limited liability :

**QualityLamps B.V.** acting under the trade names QualityLamps and LEDitbe;  
has her registered office at the Eendrachtstraat 24 A (3981 ES) in Bunnik, The Netherlands.

In these conditions of delivery 'customer' will be understood to mean every buyer/other party with whom we are carrying out negotiations, or with whom agreements have been entered into.

### Clause 1: Applicability

1.1 These General Conditions apply to all -and future- offers, quotations, negotiations and agreements with customers.  
1.2 We explicitly reject the General Conditions of the customer, including conditions of the Branch sector as a whole, and thus these conditions will not apply, unless they have been accepted by us in writing.

### Clause 2: Realization of Agreements

2.1 All our offers are free of obligations and are to be considered as one whole.  
2.2 Samples, illustrations, drawings, dimensions, quantities, weights, price lists, printed matters, brochures, letters, faxes, e-mail, websites, advertisements, mailings, as well as any other general information provided by us, serve as a general representation of what is offered, but are not binding.  
2.3 Immediately after acceptance we can revoke our offer, even if our offer contains a time period for acceptance and acceptance takes place within this time period. Revocation will in any event be considered as immediate if it takes place within five days after receive of the offer.  
2.4 An agreement will be considered to have been entered into if we have started with the execution of the agreement or our order confirmation is not rejected within 7 days.  
2.5 The documents of delivery/invoice will be considered to be the confirmation of the order for deliveries for which due to the nature or size no written offer or order confirmation will be sent.  
2.6 Our order confirmation will determine the contents of the agreement, unless otherwise has been agreed explicitly in writing.

### Clause 3: Delivery

3.1 Given or agreed delivery times are never to be considered absolute deadlines. We will only then be in default after the customer has given notice of default in writing, whereby we must be granted a reasonable time for performance.  
3.2 We deliver Ex Works from our office. Transportation will be at the risk and expense of the customer and will be considered to have been ordered by the customer.  
3.3 We are entitled to deliver and invoice in installments.  
3.4 In the event that the customer does not take receipt of the goods or does not take receipt of them in time, we will be entitled to store these at the risk and expense of the customer and we will be entitled to expect payment as if delivery had taken place. The customer will then have a maximum of eight weeks to take receipt of the goods against pre-payment of all costs which ensue from not taking receipt of the goods in time. The latter costs will still be owed if the customer does not take receipt of any part of the goods.

### Clause 4: Inspection, verification and complaints

4.1 Upon delivery and arrival of the goods the customer will inspect and verify whether the delivery is in accordance with the agreement; if this does not occur, he will indicate this to us in writing on the delivery note, and in any event, within 10 days, indicating the reasons.  
4.2 The customer cannot make any claims regarding a non-visible fault in the goods unless he has indicated his complaint in writing, indicating the reasons for complaint, within a practicable time, being no longer than 10 days after he has discovered or could reasonably be expected to have discovered, the fault.  
4.3 The customer will at all times give us the opportunity to repair any fault.  
4.4 The customer will lose all rights and entitlements, which accrue, to him on the basis of a fault if he has not made a complaint within the above-stated time periods and in the above-stated manner and/or not given us the opportunity to repair a fault.  
4.5 Return of goods delivered by us can only take place after our prior written permission.

### Clause 5: Prices

5.1 Prices stated in our offers and elsewhere will be in Euro's (€) or in USD (\$) and are excluding VAT, other taxes and charges, transportation, administration, insurance and other extraordinary costs, unless explicitly mentioned otherwise.  
5.2 If, after the realization of the agreement, there is a change in the factors which determine our prices, such as an increase in cost price, prices of materials, taxes, transportation, administration, insurance, currency changes, we are entitled to include such in the price, even if we could have foreseen such change.

### Clause 6: Payment

6.1 In case of agreements entered solely upon by means of one or more techniques for communication on a distance (as meant in EC-directive 97/7/EG), such as the Internet, payment shall be made before the deliverance by means of authorized creditcard payment either payment in advance, or any other method of payment appointed by us. Payment should take place within 14 days after the invoice date. The time periods for payment are to be considered absolute deadlines.  
6.2 All payments should take place without discount and/or set off. We will at all times be entitled, without need to provide any reasons, to demand full or partial pre-payment or surety for payment.  
6.3 Where there are agreements with a total invoice value of more than € 2,500 we are entitled to invoice as follows:  
- 60% upon the entering into of the agreement;  
- 40% upon delivery.  
6.4 Payments made by the customer will always form payment of outstanding claims on the customer in question, which have been due the longest, and payment of all interest owed and costs under any agreement whatsoever with us, regardless of what the customer indicates when making the payment.  
6.5 Upon exceeding the due date for payment the customer will owe an interest equal to the legal interest, increased by 2% per month or part of a month, whereby part of a month will be counted as one whole month. The customer will in such event also owe any extra-judicial collection costs incurred, with a minimum of 15% of the invoice amount. In the event of a judicial procedure, the customer will owe us, in addition to the costs of trial, all costs actually incurred, including the cost of legal counsel.

### Clause 7: Reservation of Title and Right of Deferment

7.1 We retain the property of all goods delivered or to be delivered to the customer by us as long as the customer has not yet paid claims under this or similar agreements, as long as the customer has not yet paid claims for work carried out or to be carried out under this or similar agreements and as long as the customer has not yet paid our claims based on default in the performance of such agreements, the latter including claims regarding interest and costs.  
7.2 As long as the customer has not paid above claims, he is not entitled to grant any charge or any other right over goods delivered or to be delivered by us and the customer binds himself vis-à-vis third parties, who wish to obtain such right, to declare that he is not entitled to grant such charge/right, in default of which declaration the customer will be guilty of misappropriation; the customer is further specifically obligated to keep the goods stored separately and marked as being our property, while the customer is not, until we have been paid in full, entitled, without our prior written permission, to alienate, lease, provide the use of or place outside of his company or encumber the goods in any way.  
7.3 We are entitled to defer performance of our obligation to deliver the goods, including such things as documents, until the customer has paid all our claims.

### Clause 8: Force Majeure

8.1 We are not bound to perform any obligation if we are prevented from doing so as a consequence of a circumstance which is not our fault and which would not by virtue of law, legally binding acts, legal transactions or custom be considered to be at our expense.  
8.2 The following are included under circumstances as intended in the previous paragraph: assaults of terror, war, trade embargos, disasters of nature (acts of god), work strikes, stagnation in the supply of necessary goods or semi-manufactured goods, fire and similar circumstances within our company or our suppliers' companies, regardless of whether these could be foreseen when entering into the agreement.  
8.3 If, due to force majeure or other extraordinary circumstances as indicated earlier we are not able to carry out our obligations under the agreement, or not do so on time, we have the right to execute the agreement within a reasonable period of time, or - if performance within a reasonable period of time is not possible - to declare the agreement to be dissolved in whole or in part, without being liable for any compensation.  
8.4 In such event the customer is not entitled to dissolve the agreement until the force majeure has lasted 6 months. Neither during these 6 months, nor upon dissolution after the passing of 6 months will the customer be entitled to compensation.

### Clause 9: Guarantee

9.1 We guarantee during 12 months after delivery that the goods supplied will be in accordance with the agreement and the requirements set for goods in normal trading.  
9.2 Our guarantee obligations do not give the customer any other right than to the replacement or repair of the goods delivered. Repair under the guarantee will not lead to extension of the time period of the guarantee.  
9.3 We will be released from our guarantee obligations if goods have been used other than those prescribed by us and third parties have carried out work on the goods delivered and/or if the fault has been caused by inexpert use, normal wear or use of the goods delivered in a manner not in accordance with the instructions provided by us.  
9.4 No guarantee will be given on deliveries, which have been manufactured as per the customer's instructions or by third parties brought in by the customer, including his employees and/or assistants.  
9.5 Only when all customer obligations toward us have been carried out correctly, guarantee claims can be taken into consideration.

### Clause 10: Liability and Indemnity

10.1 Our liability is expressly limited to the guarantee obligation described in Clause 9. We exclude any further liability towards the customer for any damage, regardless its title, all direct and indirect damage as business damage or sequel-damage included, except for the liability for damage due to intent or gross negligence on our part, or on the part of our employees and/or assistants.  
10.2 If and insofar as we are subject to any liability, under any heading whatsoever, such liability will at all times be limited to the amount invoiced for the relevant agreement and the principal excluding VAT or, if such is higher, to the amount that we receive regarding the damage from third parties or insurers, with a maximum of € 5,000 per event or related series of events.  
10.3 We will not be liable for damage caused by the following of instructions of the customer or by working with goods, employees and/or assistants of the customer, such in the broadest sense of the word.  
10.4 We are not liable for damage which occurs after the goods have been worked upon or processed by the customer or a third party and/or in case the customer has used the goods for other than normal (business-) purposes.  
10.5 Without prejudice to the stipulations of Clause 4, we are to be notified in writing of damage as intended in this clause within 1 month of its developing or as soon as the customer could have noted the damage; the penalty for default will be a loss of any claim for compensation.  
10.6 The customer will indemnify us for all claims of third parties for damage, which are directly or indirectly connected with the goods delivered.

### Clause 11: Dissolution

11.1 Regardless of the other stipulations contained in these conditions, we can unilaterally dissolve the agreement in the event that the customer ceases trading, enters into liquidation, is granted a moratorium, applies for the debt regulation as mentioned in paragraph 284 and further of the Dutch Bankruptcy code, is declared bankrupt, the authority within the company has changed and/or the company has been subjected to seizure which will not have been lifted within 30 days of the date of the seizure.  
11.2 In such event we are entitled to charge the customer for the damage incurred by us as a result of dissolution.  
11.3 Without prejudice to the stipulations in these conditions the customer will only be entitled to dissolve the agreement after we have been given written notice of default by him and have been given a reasonable time to perform our obligations or repair any faults.

### Clause 12: Intellectual Property

12.1 The customer will indemnify us for all claims of third parties for compensation, directly or indirectly connected with goods delivered by us in accordance with designs, drawings, data or other instructions provided by the customer, whereby intellectual property rights of these third parties may be infringed.  
12.2 We retain the right to immediately cease delivery if the third parties intended in the previous paragraph object to such delivery.

### Clause 13: Applicable Law and Disputes

13.1 The law of the Kingdom of the Netherlands exclusively applies to all our agreements.  
13.2 The conditions of the Universal Law concerning the International Sale of Physical Goods (Law of December 15, 1971, Stb. 780 en Stb. 781) as well as the "Convention of the International Sale of Goods", are not applicable, as well as any other future international treaty concerning the sale of goods of which the applicability by the contracting parties can be excluded.  
13.3 If according to the law a dispute comes within the jurisdiction of a District Court (Arrondissementsrechtbank), then the District Court of Utrecht will have exclusive jurisdiction.  
13.4 The stipulations of Paragraph 13.3 are without prejudice to our right to bring the dispute before the District Court, which would normally have jurisdiction.  
13.5 The "I.C.C. Incoterms", as published by the International Chamber of Commerce in Paris (I.C.C.) are applicable on the interpretation of international business terms.  
13.6 The original text of these general conditions is in the Dutch language. This version is a translation thereof. The original Dutch version shall be binding for the parties in case of any misinterpretation.

### Clause 14: Final Clause

14.1 If one of the stipulations of these conditions is invalid and/or declared void, this will not affect the validity of the other stipulations. In the place of the invalid and/or void paragraph a stipulation will then be deemed to have replaced it which, in the framework of what is legally possible, as closely as possible approaches the intent and spirit of the paragraph which was declared invalid and/or void.  
14.2 We can change these conditions at any time in the future.  
14.3 These conditions can be called upon as "General conditions 2008".