



GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF AEROLUX BV

Established and with offices in Oldenzaal, Kampenstraat 12,
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GENERAL

1. Unless expressly agreed otherwise, all offers, agreements, deliveries, future agreements and deliveries of Aerolux B.V. (hereinafter referred to as: Aerolux) are subject to these general terms and conditions.

OFFERS

1. All offers made by Aerolux, in whatever form, are without obligation, unless expressly stated otherwise.
2. Sending offers or documentation does not oblige to accept an order. If an order is not accepted, the customer will be notified as soon as possible, in any case within (3) three days.
3. Aerolux reserves the right to refuse orders without giving reasons or to deliver cash on delivery.
4. The contents of leaflets and printed materials are not binding.

AGREEMENT

1. Subject to the provisions below, an agreement only comes into effect after an order has been approved or confirmed in writing, whereby the date of the confirmation is decisive. The order confirmation shall be deemed to reflect the agreement correctly and in full, unless the principal immediately protests against it in writing.
2. Any additional agreements or amendments shall only be binding if agreed in writing.
3. For transactions for which, according to their nature and scope, no offer or order confirmation is sent, the invoice is deemed to reflect the agreement correctly and in full, subject to complaints within (3) three working days of the invoice date.
4. Each agreement is entered into by Aerolux under the suspensive condition that the other party is sufficiently creditworthy, at Aerolux's discretion.
5. Aerolux is entitled at or after conclusion of the agreement, before (further) performance, to demand security from the assignor that both payment and other obligations will be fulfilled.
6. Aerolux is authorised - if necessary or desirable - to engage others for the proper execution of the order, the costs of which shall be passed on to the assignor in accordance with the quotations provided.

PRICES

1. Unless otherwise stated, prices are:
 - based on delivery EXW (Ex Works, Incoterms 2010) at Aerolux;
 - excluding VAT, import duties, other taxes, levies and duties;
 - excluding costs of (durable) packaging, loading and unloading, transport, other transport costs and insurance;
 - in se currency; any exchange rate changes will be passed on;
 - exclusive of the costs of additional work required if the principal fails to comply with its obligations under the agreement concluded between the parties with the terms and conditions set out therein;
 - Aerolux may charge an additional fee for special services, unusual, special, time-consuming or effort-requiring work, to be determined on a fair basis.
2. If, at the request of the client, the period between the date of the agreement and the date of delivery or assembly of the goods is postponed for a period of three months or more, and wages, prices of materials and the like undergo changes during this period, the price or over agreed contract price, such at the discretion of Aerolux. Payment of the additional price shall take place at the discretion of Aerolux with the principal sum or, if payment in instalments has been agreed, with the last instalment.

DELIVERY, EXECUTION DEADLINES AND OBLIGATIONS OF THE CLIENT

1. Delivery by Aerolux takes place 'EXW' (Ex Works, Incoterms 2010). The client is obliged to accept the goods at the time Aerolux makes them available.
2. If, during the execution of the agreement, it appears that for a proper execution of the agreement it is necessary to amend or supplement this agreement, the parties will timely and in mutual consultation adapt the agreement.
3. The starting date and the duration of execution of the work shall be determined in mutual consultation between Aerolux and the client. If the duration of execution is expressed in a number of days, days off work, holidays and public holidays shall not be included in the calculation of the duration of execution.
4. If not all data and approvals necessary for the execution of the work, such as permits, have been received, the work shall be carried out in accordance

with the applicable regulations.
ndings, exemptions, orders, etc., in a timely manner
by

or on behalf of the client are made available to Aerolux, or if Aerolux's suppliers do not deliver the required materials in time, the agreed duration of execution shall be extended by an equal number of stagnation days resulting therefrom, whereby part of the day shall be counted as a whole day. Delivery deadlines are therefore determined approximately and are not fatal. Under no circumstances shall Aerolux be liable for a fine and/or compensation if this term is exceeded, nor shall this entitle the buyer to rescind the agreement.

5. The location where the work is to be performed shall be made available by the client in such a condition that Aerolux can perform its work without hindrance. Before carrying out the work, the client must ascertain from the relevant authorities that there are no pipelines in the ground where the lighting masts will be installed. are located in the ground.

The client shall further, but not exhaustively, ensure that Aerolux has access to:

- sufficient opportunity for supply, storage and/or disposal of building materials and resources;
- connection facilities for electrical machinery, lighting, etc.

The execution time will be extended by the number of stagnation days created by the obstructions, where part of a day will count as a whole day.

If the customer fails to comply with the provisions of this article, the costs thereof shall be for the account and risk of the customer.

IE / KNOWHOW

1. All intellectual property rights resulting from the order, including but not limited to copyrights, design rights, trademark rights, patent rights and know-how, shall be held exclusively by Aerolux.
2. The previous paragraph applies without prejudice to any future intellectual property rights that do not exist at the time of the conclusion of the agreement.
3. Aerolux reserves all intellectual property rights in the broadest sense and to the fullest extent, including, but not limited to, copyright in documents and data used by it in the context of the order including All analyses, models, overviews, programmes, techniques, designs, sketches, drawings, or that are the result of the work performed by Aerolux under the order, unless agreed otherwise in writing. The assignor acknowledges that Aerolux is the proprietor in this respect. The client acquires a non-exclusive right of use.

bruiksrecht on the data limited to the purpose for which the data was provided.

4. All documents provided by Aerolux, including but not limited to designs, drawings, model sketches, advice, reports and the like are exclusively intended for use by the client and may not be used by him without prior written permission of Aerolux. reproduced, disclosed or disclosed to third parties. Client undertakes to Aerolux not to directly or indirectly infringe intellectual property rights of Aerolux in any way (with the exception of permitted use).
5. No provision in the General Terms and Conditions is intended to wholly or partly transfer Intellectual Property Rights and/or know-how to the Client. Client acknowledges Aerolux's rights to the know-how and intellectual property and will refrain from any form of (in)direct infringement of these rights, under penalty of the fine included in the article below.
6. Client shall not be able to assert any ownership right or other right to any trademark, trade name, patent, model, or copyright or any other right of intellectual property that belongs to Aerolux prior to entering into the agreement, or according to the agreement or the General Conditions.
7. If third parties wish to assert rights with respect to the intellectual property rights or know-how or take measures such as seizure, the client must inform Aerolux immediately.
8. Transfer of intellectual property rights or know-how shall take place only after Aerolux and the client have agreed in writing.
9. The buyer is aware that the know-how provided by Aerolux contains confidential information and business secrets of Aerolux. Irrespective of the provisions of the following article of these general terms and conditions, the assignor undertakes to keep such know-how secret, not to disclose it to others than the parties or to put it to use and to use it only for the purpose for which it was made available to it.
10. If it has been irrevocably established that the know-how developed by Aerolux itself infringes any intellectual property right belonging to a third party or if in Aerolux's judgement there is a good chance that such an infringement will occur, Aerolux shall ensure that the Buyer can continue to use the delivered goods, or a functionally equivalent other good, without interference, at Aerolux's discretion. As a result, the Buyer shall be obliged to surrender the delivered performance without Aerolux being obliged to compensate the damage of the Buyer resulting therefrom.

WITHDRAWAL

1. The Client undertakes towards Aerolux to maintain complete confidentiality of everything that comes to its knowledge concerning the order in the broadest sense, therefore including but not limited to ideas, products, processes, working methods, work, know-how and that which is the subject of possible intellectual property rights. This duty of confidentiality shall continue unabated after termination of the assignment between the parties.
2. The parties reciprocally guarantee that all information of a confidential nature exchanged when (entering into) the agreement is kept secret, in particular with regard to everything that is the subject of possible intellectual property rights, designs, know-how, documentation, photos, drawings, image and sound recordings and the like.
3. The client is not permitted to show, disclose, copy, reproduce, distribute, cooperate in publications or otherwise use texts and/or images, including for example but not limited to designs, know-how, documentation, photographs, drawings, image and sound recordings as referred to in the provisions of paragraph 1 of this article, in any way or via any medium whatsoever to others than the parties, without Aerolux's prior written permission.
4. Each party will use information obtained from the other only for the purpose for which the information was obtained.

OVERVIEW

1. For these purposes, force majeure means:
Any circumstance independent of the will of the parties or unforeseen, as a result of which fulfilment of the agreement can no longer reasonably be required by the other party.
2. Force majeure shall also include, but not be limited to, damage caused by terrorism, damage due to expiry of delivery and/or maintenance deadlines, fire, explosion, acts of war, nuclear reactions, intentional acts by third parties, asbestos damage, environmental damage, war, storm, floods, lightning strikes, heavy rainfall, factory disturbances, corrosion, humidity, staff illness, non-compliance with their obligations by (sub)suppliers, production errors and incorrect information from third parties.
3. If the force majeure shall be of a temporary nature, Aerolux shall be entitled to suspend performance of the agreement for as long as the circumstance causing the force majeure no longer exists.
4. If, in the opinion of Aerolux, the force majeure situation is of a permanent nature, the parties may come to an arrangement concerning the solution of the consequences associated with dissolution of the agreement. Aerolux shall not be liable for compensation in case of force majeure.
5. Aerolux shall at all times be entitled to demand payment for the performances carried out for the execution of the agreement in question before the agreement is concluded.

6. the force majeure-causing circumstance is proved.
6. The party that believes it is or will be in force majeure shall immediately notify the other party.

LIABILITY

1. Aerolux shall only be liable for damage suffered by the principal, which damage is a direct and exclusive consequence of a shortcoming attributable to Aerolux. Liability of Aerolux for indirect damage, consequential damage, loss of profit, lost savings, diminished goodwill, damage due to business stagnation or damage due to exceeding a term is therefore excluded.
2. The liability to pay damages by Aerolux is limited to the amount Aerolux is actually reimbursed by its insurer under an insurance policy it has taken out.
3. In addition, the following restrictions apply in addition to paragraph 2:
 - damage caused by intentional or deliberate negligence of assistants does not qualify for compensation;
 - damage caused by a third party engaged by Aerolux is not eligible for reimbursement;
 - the damage to be compensated by Aerolux shall never exceed than the amount of the invoiced and actually paid principal amount excluding VAT of the relevant loan.
4. The aforementioned limitation of liability shall not apply in case of intent or deliberate recklessness on the part of Aerolux or its management.
5. The condition for any right to compensation shall always be that the purchaser notifies Aerolux in writing of the shortcoming from which the damage arises as soon as reasonably possible, but in any case within fourteen days after the purchaser has discovered or should reasonably have discovered the shortcoming, and that the purchaser does everything that can reasonably be expected of it to limit the damage.
6. The client guarantees the correctness and completeness of and is responsible for the data he provides to Aerolux. Aerolux shall never be liable for damage suffered by the client as a result of incorrect or incomplete data it has provided.
7. If the client resells the goods delivered by Aerolux or forms new goods from the goods delivered by Aerolux, or if these goods are copied or mixed, or if these goods are resold, the client shall be obliged to take out adequate insurance against the product liability risk pursuant to Article 6:185 of the Dutch Civil Code. At first request, the

per a copy of the relevant policy.

8. The client shall indemnify Aerolux against all claims by third parties for which Aerolux is not liable by virtue of the above.
9. Before the work is carried out, the client informs the relevant authorities that there are no pipes in the ground at the locations where the lighting columns are to be erected. Only the client can be held liable for damage to underground cables, not Aerolux.

RECLAMES

1. Complaints shall only be considered if they reach Aerolux in writing - directly - within eight (8) days of delivery of the relevant performance, accurately stating the nature and grounds for the complaints.
2. If the complaint is well-founded, Aerolux shall only be obliged to still deliver the agreed performance.
3. Complaints about invoices should also be submitted in writing and within (8) eight days from the invoice date.
4. After expiry of this period, the client shall be deemed to have approved the delivered goods or the invoice, respectively. Claims can then no longer be considered.
5. Claims can never suspend the client's payment obligations unless Aerolux agrees.
6. Return of the delivered goods can only take place after written consent by and under conditions to be determined by Aerolux.

GUARANTEE

1. Subject to the provisions below, Aerolux grants a one-year guarantee on its products (1). This guarantee is limited to manufacturing faults in the components used and does not include faults caused by wear and tear of consumable parts of the delivery, or damage caused by the client or the customer. or a third party. No guarantee shall be granted by Aerolux on parts or additions obtained from third parties after the time of delivery. This shall apply without prejudice to warranties by parts or add-ons procured from third parties.
2. The guarantee lapses if the client and/or third parties use the delivered goods inexpertly and/or carelessly.
3. The warranty also lapses if the contractor and/or any third party engaged by him performs work on or modifies the delivered goods.
4. The parts to be replaced within the framework of Aerolux's warranty obligation shall remain the sole property of Aerolux.
5. If the client fails to comply, fails to comply in part or fails to comply in time with any of the obligations arising from the

agreement, then Aerolux shall not be obliged to provide any warranty as long as the situation continues.

RETENTION OF TITLE

1. As long as the buyer has not fulfilled its obligations towards Aerolux in full, the delivered goods shall remain Aerolux's property and the buyer shall bear the risk of loss or damage to the delivered goods from the moment of delivery, for whatever reason. Client shall treat the goods with due care.
2. If the goods delivered by Aerolux have meanwhile been processed or treated by the buyer, the newly created item shall be deemed to have been manufactured by order of Aerolux. This shall also apply as long as the buyer has not fulfilled all his obligations vis-à-vis Aerolux.
3. Without the knowledge and written approval of Aerolux, the purchaser is not authorised to pledge or transfer ownership of the delivered goods to third parties prior to payment and Aerolux shall remain the owner thereof until the purchaser has fulfilled its payment obligations to Aerolux in full.
4. If the purchaser fails to comply with any obligation under the contract with respect to goods sold in relation to Aerolux, Aerolux shall be entitled without notice of default to take back the goods, both the originally delivered and the newly formed goods. The principal hereby authorises Aerolux to enter the place where these goods are located.
5. Aerolux shall grant ownership of the delivered goods to the buyer at the time the buyer has fulfilled all its payment obligations under this and similar agreements, subject to Aerolux's pledge, for the benefit of other claims Aerolux has against the buyer. The Buyer shall at Aerolux's first request cooperate with any actions required in this context.

PAYMENT

1. Payment shall be due within (30) thirty days of the invoice date, unless stated otherwise in the agreement. Payment shall be made either in cash at the offices of Aerolux or into a bank or giro account designated by Aerolux.
2. If payment is not made on time, the assignee shall be legally in default. The Principal shall not be entitled to suspend or set off the payment or to apply a discount to it.

DEFAULT OF THE PRINCIPAL

1. If the client fails to pay what it owes Aerolux pursuant to the agreement, it shall owe statutory interest thereon with effect from the due date. If no payment has been made within (14) fourteen days of the due date, the interest rate referred to in the previous sentence shall be increased by (2) two percentage points. Aerolux shall in any case be entitled to a minimum interest rate of 8%.
2. If the buyer fails to pay in time, Aerolux shall be entitled to proceed to collection of the amount due, provided it has given the buyer a written notice to pay.

still have to pay within (7) seven days and such payment has not been made. If Aerolux proceeds to collection, the associated extrajudicial costs shall be borne by the buyer. Aerolux shall thereby apply the provisions of the BIK graduated scale (extrajudicial collection costs).

3. In case of late or non-timely payment by the purchaser and if the financial situation of the purchaser gives reason to do so, such at the sole discretion of Aerolux, Aerolux shall be entitled to suspend further execution of the agreement(s) until security has been provided for proper payment by the purchaser to the satisfaction of Aerolux, and such security has been obtained by Aerolux.

DESCRIPTION

1. Whole or partial dissolution of the agreement shall take place by means of a written declaration by the entitled party. Before the client sends a written notice of dissolution to Aerolux, it shall at all times first declare Aerolux to be in default in writing and grant it a reasonable period of time to still fulfil its obligations or to rectify any shortcomings, which shortcomings the client must report precisely in writing.
2. The client shall not be entitled to dissolve the agreement in whole or in part or to suspend its obligations if it was itself already in default of its obligations.
3. If Aerolux agrees to dissolution without being in default on its part, it shall always be entitled to compensation of all damages. In case of partial dissolution, the client cannot claim undoing of performances already performed by Aero- lux and Aerolux shall be fully entitled to payment of the performances already performed by it.

APPLICABLE LAW AND COMPETENT COURT

1. All our offers, agreements and the performance thereof are governed exclusively by Dutch law.
2. The applicability of provisions of any international treaty, including the Vienna Sales Convention, is excluded insofar as the parties have the power to exclude the applicability.
3. All disputes that may arise between the parties as a result of the agreement or further agreements resulting from it shall be settled exclusively by the competent court in the district of Overijssel, except in so far as mandatory rules may prevent this choice of forum. Aerolux shall also be free to have the dispute settled by an arbitration institute, at its discretion.