



General Purchase Conditions of Luxendi B.V.

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1 GENERAL

1. These general terms and conditions apply to all requests, offers, quotations, orders, order confirmations, (legal) acts, transactions, and the agreements concluded and to be concluded between the Supplier and the customer, being Luxendi B.V. (hereinafter: 'Luxendi').
2. The Supplier is the company with whom Luxendi enters into or intends to enter into the Agreement, the company that makes an offer, or the company that supplies goods to Luxendi.
3. Deviations from these general terms and conditions are only legally valid if agreed in writing. The applicability of any general terms and conditions of the Supplier is expressly rejected.
4. Unless expressly stated otherwise, the term 'in writing' in these general terms and conditions also means 'by email'.
5. If any provision of these terms is non-binding or becomes non-binding, the remaining provisions will remain in full force and effect. The parties undertake to replace the non-binding provision with a provision that is binding and that deviates as little as possible from the non-binding provision in terms of content and purport.

2 OFFERS AND ORDERS

1. Offers made by the Supplier (hereinafter referred to as the 'offer(s)') cannot be revoked or modified. All offers from the Supplier are valid for a period of at least 90 calendar days from the date of receipt by Luxendi.
2. The Agreement is concluded after Luxendi has accepted the offer (hereinafter referred to as the 'Agreement') by means of an order. Luxendi has the right to revoke the Agreement at any time, as long as the Supplier has not yet provided written confirmation, without being obliged to any damage compensation.
3. The Supplier guarantees the accuracy and completeness of the data provided by or on behalf of it to Luxendi. The data mentioned in images, websites, offers, etc. of the Supplier is binding, unless expressly stated otherwise.
4. Agreements can only be entered into by Luxendi through the duly authorised persons. The Supplier can never rely on statements or promises made by persons of Luxendi who are not authorised to represent Luxendi.
5. If Luxendi provides specifications for customised products, the Supplier is obliged to follow these specifications in the execution of the Agreement. Changes to the specifications by the Supplier can only occur after explicit and written consultation between Luxendi and the Supplier. The Supplier is not entitled to share the specifications, documents or other information provided by Luxendi with third parties without the express consent of Luxendi, unless otherwise agreed in the Agreement.
6. Luxendi is entitled to change the scope of the performances to be delivered and/or the nature and/or other characteristics of the Agreement. Luxendi will inform the Supplier of its desire to amend the Agreement.
7. If the Supplier believes that the changes requested by Luxendi will lead to additional work, the Supplier will warn Luxendi in writing of the additional costs as well as the effects of the additional work on the agreed deadlines. Luxendi must agree in writing to the additional work and the consequences of the additional work. The Supplier will not commence the additional work until it has received written instructions from Luxendi to do so, unless there is an emergency situation. Additional work does not include additional activities that the Supplier could or should have foreseen when concluding the Agreement.
8. The Supplier will not impose further or stricter conditions in the quotation for additional work compared to the original quotation.
9. In the event of a discrepancy between an order and any order confirmation, or if the Supplier is unable to fulfil the order, the Supplier will consult with Luxendi as soon as possible.

3 EXECUTION OF THE AGREEMENT

1. The Supplier will deliver the goods and/or services in compliance with the agreed specifications, reasonable reliability requirements, and existing legal provisions and/or government regulations.
2. Unless otherwise indicated in the purchase order by Luxendi, delivery will take place at the agreed location and time specified in the order by Luxendi, in accordance with DDP (Delivery Duty Paid as defined in Incoterms 2020).
3. Unless expressly accepted by Luxendi, the Supplier is not permitted to deliver the goods on a date other than the agreed date, and/or to deliver in instalments. If Luxendi agrees to delivery in instalments, the final delivery must take place before the agreed delivery time. Any additional costs incurred by Luxendi related to delivery in instalments will be borne by the Supplier.
4. The Supplier will maintain sufficient stock to supply from inventory if necessary (for example, in the case of reasonably expected follow-up orders or when delivering defective goods) or to proceed with replacement at Luxendi's request.
5. The Supplier is obliged to keep spare parts available for the delivered goods during the usual/technical lifespan of the delivered goods, with a minimum of 5 years after delivery of the relevant goods to Luxendi.
6. The Supplier is obliged to inform Luxendi at least one year in advance about items that are to be removed from the collection ('end of life'). If it is not reasonably possible for Luxendi to find or develop a replacement item within this period that meets the applicable certification requirements, the Supplier is obliged to continue supplying the item in question until such a replacement item is available.
7. Agreed (delivery) terms are deadlines; if they are exceeded, the Supplier will be in default. The Supplier will strictly adhere to agreed and/or Supplier specified deadlines. The Supplier will immediately report any (imminent) delay in the performance of the Agreement to Luxendi.
8. The Supplier will indicate in writing in a timely manner what data, information and/or documents it requires from Luxendi for the performance of the Agreement. The Supplier clearly indicates when it requires the relevant data, information and/or documents at the latest.
9. In the event that the Supplier is or remains in default - for whatever reason - with the performance of the agreed services and/or the other provisions of these terms and conditions, Luxendi is entitled to suspend any (payment) obligation and/or to terminate the Agreement.
10. In the event that two or more Suppliers have received a joint order from Luxendi, all Suppliers will be jointly and severally liable for the performance of the Agreement.

4 PACKAGING AND ASSOCIATED ACCESSORIES

1. The goods must be properly packaged and secured in such a manner that they reach their destination in good condition by the mode of transport chosen by the Supplier.
2. The Supplier is liable for damage to persons or goods caused by insufficient packaging and/or damage to the packaging of the goods.
3. The Supplier guarantees that all used packaging complies with the applicable laws and regulations, including sustainability requirements and reuse prescriptions. Packaging must be as environmentally friendly as possible, reusable or recyclable where possible, and free from prohibited or harmful substances. The Supplier provides documentation for verification upon request. Any costs or liability arising from non-compliance will be borne entirely by the Supplier.
4. The Supplier is obliged to take back and dispose of all packaging materials used for the shipment of the goods free of charge.
5. Delivery also includes the free provision of any associated accessories such as documentation in Dutch and/or English, software, and quality and warranty certificates.

5 ORIGIN

1. The Supplier guarantees that full transparency is provided regarding the origin of all delivered goods, parts and/or materials. This includes at least:
 - a. The names and locations of the manufacturers and/or subcontractors involved in the production, assembly or processing of the delivered goods;
 - b. The country of origin and (the country of) source of all components, parts and materials, together with the respective relative value expressed in percentages;
 - c. The place(s) where activities related to the delivery have been carried out;
 - d. A declaration that none of the delivered goods, parts or materials (directly or indirectly) contain

- steel, iron or other raw materials originating from Russia, or processed or produced using Russian steel or iron ('Russian steel clause');
- e. Information on the CO2 emissions associated with the production, processing and transport of the delivered goods, as well as the information and documentation necessary for compliance with the European Union's Carbon Border Adjustment Mechanism (CBAM), including the provision of accurate emission data and, if applicable, certificates or statements from third parties.
 2. The Supplier is obliged to provide Luxendi, upon first written request, promptly and free of charge, with all written documentation and information necessary to verify the origin, composition, production method, environmental impact and working conditions in the supply chain of the delivered goods, parts or materials. This documentation must be complete and accurate and may include, among other things, certificates of origin and conformity, supplier declarations and production documentation and data on working conditions and production locations.
 3. If there are any changes in the production or supply chain that affect the origin of components or labour, the Supplier must notify Luxendi in writing.
 4. Luxendi reserves the right to conduct audits, either itself or through an appointed third party, at the Supplier and its suppliers to verify the accuracy, completeness and transparency of the information provided regarding, among other things, the origin of components, parts, materials and labour. The Supplier will provide full cooperation for this purpose and grant access to relevant data and locations.
 5. If the Supplier fails to comply with the obligations under this article, Luxendi is entitled to terminate the Agreement immediately and/or claim appropriate damage compensation, without Luxendi being obliged to provide any damage compensation.

6 COMPLIANCE WITH EUROPEAN REGULATIONS

1. The Supplier guarantees that all goods, components and/or materials supplied by it comply with all applicable European and national laws and regulations, as well as all relevant regulations and guidelines of other applicable international regulatory and legislative bodies, including but not limited to:
 - Directive 2011/65/EU (RoHS) on the restriction of the use of certain hazardous substances;
 - Regulation (EC) No. 1907/2006 (REACH) concerning the registration, evaluation, authorisation and restriction of chemicals;
 - Directive 2014/35/EU (Low Voltage Directive), Directive 2014/30/EU (EMC Directive), and other directives requiring CE marking;
 - All relevant (inter)national laws, regulations and guidelines, including - but not limited to - those of the European Union, the People's Republic of China and bodies such as ECHA (European Chemicals Agency), UL (Underwriters Laboratories), MET Laboratories, ATEX (Equipment for use in explosive atmospheres), TÜV (Technischer Überwachungsverein) and CSA Group (Canadian Standards Association).
2. The Supplier is obliged, upon first request from Luxendi, to promptly provide all relevant evidence demonstrating compliance with the aforementioned laws and regulations. This includes, but is not limited to, an EU declaration of conformity, technical documentation, test reports, certificates from notified bodies and similar documentation required under applicable (inter)national regulations.

7 RECALL

1. If Luxendi determines or reasonably suspects that a product or component supplied by the Supplier poses a danger or does not comply with applicable laws and regulations, it will notify the Supplier. The Supplier will immediately take all necessary measures and fully inform Luxendi thereof.
2. Luxendi may at any time independently or in consultation with the Supplier initiate a recall if it deems this necessary. The Supplier will provide full cooperation thereto.
3. If the Supplier determines or suspects that a recall is necessary, it will promptly inform Luxendi in writing and conduct the recall timely and correctly after coordination with Luxendi. If the Supplier fails to act in a timely manner, Luxendi is entitled to take measures at the cost and risk of the Supplier.
4. The Supplier indemnifies Luxendi against all claims, costs and damage, directly or indirectly arising from a recall.
5. In the event of a recall, Luxendi is entitled to terminate the Agreement in whole or in part extrajudicially, without further notice of default, provided there are reasonable grounds justifying the termination.

8 SERVICES

1. The result of the performances to be carried out by the Supplier must always at least meet the agreed specifications/qualifications, as well as such requirements as are imposed on the performances to be carried out at the time of the execution of the Agreement.
2. The Supplier will report on the progress of the performances and/or the delivery upon first request of Luxendi.
3. The Supplier will independently and under its own responsibility bring the assigned services to a good result, always observing all laws and regulations applicable to the Agreement (including regulations concerning health and safety, security and environment), and observing applicable procedures, house rules, guidelines and instructions of Luxendi. The Supplier indemnifies Luxendi against liability towards third parties, and compensates Luxendi for all costs related to the Supplier's non-compliance with its obligations towards Luxendi or under the law.
4. The Supplier instructs its personnel involved in the execution of the services, insofar as it is carried out at Luxendi, to strictly observe the security procedures and house rules indicated by Luxendi, and takes appropriate measures to ensure compliance with these procedures and house rules. Luxendi will inform the Supplier in a timely manner about these procedures and house rules.

9 HIRING OF THE SUPPLIER'S PERSONNEL

1. The Supplier will ensure that its personnel meet and will continue to meet the necessary qualities regarding expertise and experience required for the execution of the Agreement. Luxendi is authorised to impose additional requirements on the personnel engaged by the Supplier for the execution of the Agreement.
2. The Supplier is entitled to replace personnel employed at a Luxendi location for the execution of the Agreement, provided that the replacement personnel possess the same specialist knowledge and are of at least equal expertise, educational level and experience as the personnel being replaced, and that the replacement has no (financial) consequences for Luxendi.
3. If Luxendi believes that any personnel of the Supplier or any third party engaged by the Supplier for the execution of the Agreement do not meet the qualifications agreed between the parties, or are unwilling or unable to perform the services properly, then the Supplier must replace such personnel or third party at the first request of Luxendi. This is particularly the case if the Supplier's personnel or the third party engaged by the Supplier have acted in violation of Luxendi's procedures, house rules, guidelines and instructions, or have otherwise breached Luxendi's trust.
4. The Supplier must always provide a copy of statements regarding its payment behaviour to the social security institutions, the Tax Authorities and, if applicable, the Posted Workers notification desk concerning personnel employed on location, at the first request of Luxendi. Luxendi is entitled to impose further conditions on the Supplier regarding obligations to pay wage tax and social security contributions in general, including at least the condition that the Supplier will regularly submit statements of good payment behaviour from its social security institutions and the Tax Authorities.
5. The Supplier will always cooperate in measures to limit the risk of the hirer's liability for Luxendi as referred to in the 1990 Collection Act. In this regard, Luxendi is authorised to pay 40% (forty percent) of each invoice from the Supplier to the Supplier's guarantee account. To this end, the Supplier will state its guarantee account number on every invoice.

10 PRICES

1. The agreed prices are fixed for the duration of the Agreement and are not indexed.
2. Agreed prices are exclusive of VAT and include all costs associated with fulfilling the Supplier's obligations, such as installation.
3. If the Parties have explicitly deviated from the preceding paragraphs and have entered into an Agreement based on actual costs, the Supplier will always prepare an estimate of the hours/materials and will properly specify the agreed prices. At Luxendi's first request, the Supplier will include with the invoices a statement of the actual and necessary number of hours spent (compared to the estimated number of hours and with reasons for any deviations).
4. Any additional work without prejudice to the provisions of Article 2, will be invoiced separately by the Supplier upon completion of the services. The nature and extent of the additional work performed must be expressly stated in the invoices and specified with supporting documents.

11 PAYMENT

1. The Supplier will send the invoices to Luxendi, stating the date, order or contract number, and other information made known to him by Luxendi.
2. Luxendi must pay the amounts due to the Supplier within 30 calendar days of receipt of the relevant invoice.
3. Luxendi is entitled to suspend payment in the event of a (threatened) default by the Supplier, until the Supplier has fully complied with his obligations under the Agreement or has provided adequate security for performance, without prejudice to Luxendi's right to compensation.
4. Luxendi is entitled to reduce the invoice amount by amounts owed by the Supplier or any entity affiliated with the Supplier to Luxendi.
5. Payment by Luxendi or the use of the delivered performances does not in any way constitute a waiver of the right to complain about a defect in a matter or any shortcoming of the Supplier.

12 ENGAGEMENT OF THIRD PARTIES

1. The Supplier has the right to engage third parties in the execution of the Agreement, provided that prior written consent has been obtained from Luxendi. The Supplier remains responsible for the actions of the third parties engaged by it.
2. This consent will not be denied on unreasonable grounds. However, Luxendi is entitled to attach conditions to the granting of this consent.
3. If Luxendi grants such consent, the Supplier remains fully responsible and liable for the proper execution of (any part of) the Services by these third parties.
4. Consent given by Luxendi does not affect the obligations that the Supplier has towards Luxendi under the Agreement. The Supplier also remains responsible for compliance with laws and regulations by the engaged third parties.

13 ADVERTISING

1. The control over the quantity and quality of the delivered goods rests with the Supplier. Any deviations in the delivered quantities or quality are entirely at the Supplier's expense and risk, regardless of when Luxendi detects them.
2. The Supplier is obliged to immediately and free of charge rectify the defects about which Luxendi lodges a complaint.
3. After delivery to the address designated by Luxendi, Luxendi inspects and approves the delivered goods for visible damage to the packaging and the number of packages. Any deviations will be reported by Luxendi to the Supplier within a reasonable time. Luxendi is authorised to refuse acceptance of goods to be delivered in the event of packaging damage, in which case the Supplier is obliged to deliver replacement goods as soon as possible.
4. The processing or use of the goods does not affect Luxendi's right to lodge a complaint. The Supplier's liability remains at all times, even if the goods have been wholly or partially processed or used.

14 OWNERSHIP

1. All goods delivered by the Supplier become the property of Luxendi at the moment of receipt by Luxendi.
2. In the event that Luxendi provides materials such as raw materials, auxiliary materials, tools, drawings, specifications and software to the Supplier for the fulfilment of its obligations, these will remain the property of Luxendi. The Supplier will keep such materials separate from objects belonging to itself or to third parties. The Supplier is obliged to maintain the materials made available in good condition and to insure them against all risks, as long as the Supplier acts as the holder of those materials.
3. At the moment when the materials made available by Luxendi to the Supplier are processed into goods to be delivered by the Supplier, these materials are processed by the Supplier on behalf of Luxendi and a new item is created, the ownership of which automatically belongs to Luxendi without any transfer of ownership being required.

15 LIABILITY AND INSURANCE

1. The Supplier is liable for all damage suffered by Luxendi as a result of the Supplier's failure to perform the Agreement, or failure to do so in a timely or proper manner, or breach of any other contractual or statutory obligation.
2. The Supplier fully indemnifies Luxendi against claims from third parties for compensation of damage as referred to in the first paragraph.
3. The Supplier will adequately insure itself against all risks associated with the execution of the Agreement, including at least:
 - a. Personal injury to persons, employees of Luxendi or third parties, or damage to movable or immovable property of Luxendi or third parties, including, among others, a business liability insurance or statutory liability insurance.
 - b. Damage due to professional errors, constituting a professional liability insurance.
4. The Supplier is obliged to take out sufficient insurance(s), with a minimum coverage of €1,000,000 per event/claim, to cover its liability, failing which Luxendi is entitled to terminate the Agreement, without prejudice to Luxendi's other rights. Insurance of its liability does not affect the liability of the Supplier under the Agreement or the law.
5. The Supplier must promptly provide the policy(ies), as well as proof of premium payment to Luxendi upon request. The relevant insurance premiums are deemed to be included in the prices agreed with Luxendi.
6. The Supplier undertakes to assign all claims regarding the payment of insurance monies to Luxendi upon first request. By entering into the Agreement, the Supplier irrevocably authorises Luxendi to sign the deed of assignment in its name and to notify the insurer. In that case, the Supplier must also promptly notify the insurer of this assignment itself.
7. Insurance monies paid directly to Luxendi by the insurance company will be deducted from the compensation payable by the Supplier to Luxendi.
8. If multiple insurances apply in the event of damage, the Supplier's insurance will always take precedence over other insurances.
9. The deductible of any insurance will be entirely borne by the Supplier insofar as the damage is at the expense or risk of the Supplier.

16 GUARANTEES

1. The Supplier guarantees that the goods to be delivered and, if applicable, their installation/ assembly:
 - a. will at least meet the quantity, description and quality specified in the Agreement;
 - b. will be made of sound materials and comply with the highest legal requirements and other government regulations as well as the highest standards of safety, quality and environmental norms used within the industry, all as applicable at the time of delivery;
 - c. will be suitable for the purpose for which they are intended;
 - d. will be ready to use;
 - e. will in all respects be identical to the samples or models made available by the Supplier, or, where applicable, made available by Luxendi to the Supplier prior to the order.
2. The warranty period will be at least one (1) year from the date of delivery of the goods by Luxendi to the customers of Luxendi, unless the nature of the goods or the reasonable expectation of Luxendi justifies a longer warranty or in the event the Supplier itself applies a longer warranty period. In that case, the warranty applies for the period during which the goods are reasonably expected to function properly under normal use.
3. If the goods, regardless of the results of any inspection, control or testing, do not comply with the warranty provisions of this article, the Supplier will, at its own expense, repair or replace the goods at the Supplier's discretion upon first request, unless the Supplier proceeds to dissolve the Agreement.
4. In urgent cases and/or if it can reasonably be assumed that the Supplier cannot or will not (timely) or properly ensure repair or replacement, Luxendi has the right to carry out or have carried out the repair or replacement at the Supplier's expense and risk.
5. Luxendi is entitled, at its own expense, to subject the delivered or to be delivered goods to inspections, controls and tests, both before, during and after the delivery of the goods. The Supplier will provide all reasonably required cooperation for such inspections. The Supplier is permitted to be present during the inspection, control or testing.
6. If requested by Luxendi, the Supplier must provide samples of the goods to be delivered for the purpose of inspection, which samples will not be deducted from the total number of goods to be delivered under the Agreement.
7. If during inspection, control or testing the goods are wholly or partially rejected, Luxendi will notify

the Supplier of this. If the Supplier does not collect the rejected goods within 10 working days after the date of the notification, Luxendi has the right to return the goods to the Supplier at its expense or to store them for a period of time. If the Supplier does not cooperate with the return within a reasonable period set by Luxendi, Luxendi is authorised to destroy the rejected goods, without prejudice to all rights of Luxendi.

17 RECALL

1. If one of the parties identifies or reasonably suspects that a delivered item poses a danger or otherwise does not comply with applicable laws and regulations, it will immediately inform the other party. The parties will cooperate in good faith to mitigate the consequences and prevent further damage.
2. Luxendi is entitled to initiate a recall or take other appropriate measures if necessary to protect safety, comply with laws and regulations, or upon the instruction of a supervisory authority. The Supplier is obliged to fully cooperate with such a recall, including providing information on production and distribution.
3. If the cause of the recall lies in a shortcoming or error by the Supplier or third parties engaged by it, all related costs, including transport, destruction, replacement and communication, will be borne by the Supplier. Luxendi is entitled to take additional measures if the Supplier fails to act in a timely manner.

18 AUDIT

1. Luxendi has the right to conduct audits at the Supplier, either independently or together with its customers or a third party engaged, to verify compliance with the Agreement and all related requirements, including but not limited to requirements in the areas of quality, safety, integrity, continuity, compliance, process management and relevant laws and regulations. The Supplier must provide full cooperation, including granting access to relevant locations, systems, documents and data.
2. Audits will be announced with reasonable notice, unless there are (suspicions of) serious deficiencies or safety risks, in which case unannounced audits may also take place.
3. Any costs associated with the audit will be borne by Luxendi, unless the audit reveals that the Supplier has been materially in default, in which case the costs will be borne by the Supplier.

19 FORCE MAJEURE

1. If one of the parties is unable to perform or is delayed in performing for a period exceeding 30 calendar days due to a circumstance not attributable to the respective party, the other party has the right to terminate the Agreement with immediate effect, without any right to compensation arising as a result.
2. Force majeure will in any case not include: lack of personnel, strikes, illness of personnel, transport problems, disrupted road, rail, sea or air freight, delayed delivery or unsuitability of services or goods to be delivered or delivered by third parties.

20 INTELLECTUAL PROPERTY AND KNOWHOW

1. Intellectual property rights on goods and/or services delivered by the Supplier to Luxendi under the Agreement will vest exclusively in Luxendi. These rights are transferred to Luxendi by the Supplier pursuant to these terms and/or the confirmation of the order. Insofar as a further deed is required for the transfer of such rights, the Supplier will sign such a deed at Luxendi's first request. In addition, the Supplier will perform all other acts necessary to ensure that the intellectual property rights are registered in the name of Luxendi. The compensation for the transfer of intellectual property rights is deemed to be included in the agreed price.
2. The Supplier guarantees that the use, including resale, of the goods and/or services delivered by it will not infringe any right or claim of a third party, including intellectual and industrial property rights. In the event of an (alleged) infringement, the Supplier will take all necessary measures to enable the continued use of the goods and/or services by Luxendi.
3. The Supplier indemnifies Luxendi against claims from third parties in connection with (any) infringement of intellectual property rights of those third parties. The Supplier will endeavour to remove the infringement as soon as possible, without adverse consequences for Luxendi, and will also bear all costs incurred by Luxendi in connection with such claims, including legal costs for

defending against the claim, without any limitation of liability being applicable.

4. The Supplier will never make the results of the services performed for Luxendi available to third parties, nor provide any information about them to third parties, unless Luxendi has given prior consent. Luxendi is entitled to attach conditions to the granting of this consent.
5. The Supplier undertakes, at its own expense, to take all measures that may contribute to preventing stagnation at Luxendi and to limiting the additional costs to be incurred and/or damage to be suffered by Luxendi as a result of an alleged infringement of third-party rights. Without prejudice to the provisions of this clause, Luxendi is entitled, if third parties hold Luxendi liable for infringement of intellectual property rights, to dissolve the Agreement, in whole or in part, without judicial intervention or notice of default, without prejudice to further rights of Luxendi.

21 SPECIAL GROUNDS FOR TERMINATION

1. Each of the parties is entitled to dissolve this Agreement without judicial intervention if:
 - a. the other party, after a written notice, remains in default with regard to its obligations under the Agreement, even after the expiry of a reasonable period;
 - b. the other party applies for or is granted a (provisional) suspension of payment;
 - c. the other party files for bankruptcy or is declared bankrupt, closes its business, or if a substantial part of its assets is attached, or if this party should otherwise no longer be deemed capable of fulfilling its obligations under this Agreement.
2. Luxendi is furthermore authorised to terminate the Agreement with immediate effect if:
 - a. there is a significant change in the control over the activities of the Supplier's enterprise that makes it unreasonable to expect Luxendi to maintain the Agreement; or
 - b. a substantial part of the Supplier's assets is seized (other than by Luxendi); or
 - c. if the Supplier knows that one of the situations under paragraph 1 sub b or c is (likely) to occur. The Supplier is obliged to inform Luxendi of this immediately in writing. In such case, all claims of Luxendi against the Supplier are immediately and fully due and payable, and Luxendi is entitled to terminate the Agreement with immediate effect, without being liable for any damage compensation.
3. If the Agreement is dissolved by Luxendi, Luxendi - without prejudice to its right to compensation - is entitled to demand the delivery of data, documents and/or materials which are in the possession of the Supplier for the execution of the Agreement, as well as to demand all other data and/or goods required for the further performance by Luxendi or by third parties of the agreed performances.
4. Agreements entered into for a longer period, whether for a fixed term or an indefinite term, such as Agreements relating to the periodic delivery of goods or services, may only be terminated by Luxendi at any time with a notice period of no more than three months.
5. The Supplier is not entitled to suspend its obligations except after sending a notice of default, in which Luxendi is given a reasonable period of at least 30 days to still fulfil the obligations.

22 TRANSFER

1. The Supplier is not entitled to transfer the rights and/or obligations arising from or related to the Agreement to a third party without the consent of Luxendi. Luxendi is entitled to attach conditions to the granting of this consent.

23 CONFIDENTIALITY AND PRIVACY

1. Both parties will maintain strict confidentiality with regard to all information about each other's organisations. The Supplier will also observe strict confidentiality regarding all information known to it about Luxendi and/or Luxendi's relations (whether or not in connection with the performance of the Agreement), which it should reasonably understand to be considered confidential. The information and data carriers available to it will not be made available to any third party and will only be disclosed to its staff to the extent necessary for the performance of the agreed services.
2. Insofar as personal data are used/processed in the context of performing the services, these personal data will be processed and protected by the Supplier with a high degree of care in accordance with the General Data Protection Regulation (GDPR).
3. The Supplier will take appropriate technical and organisational measures to ensure the protection of the personal data that the Supplier possesses and uses. These technical and organisational measures will also serve to prevent loss or any other form of unlawful processing of personal data.
4. Insofar as the Supplier processes personal data for Luxendi in the context of the performance

of the Agreement, the Supplier is regarded as a processor within the meaning of the GDPR. The Agreement in combination with these terms and conditions will be regarded by the parties as an agreement within the meaning of Section 28 GDPR.

5. For questions and notifications regarding privacy, the Supplier can contact Luxendi via privacy@8-lakes.com.

24 NIS2 AND CYBERSECURITY

1. The Supplier guarantees that it complies with the obligations applicable to it under the NIS2 Directive and the resulting national laws and regulations. The Supplier will take appropriate technical and organisational measures to protect its networks, information systems and data against cyber threats. These measures must at least comply with the current state of the art and relevant legal requirements.
2. The Supplier is obliged to inform Luxendi without delay – and in any case within 4 hours – in the event of a (potential) cyber incident or security breach that could affect Luxendi's systems or data. The Supplier must provide full cooperation with the investigation and any remedial measures required by Luxendi, third parties engaged by Luxendi or competent authorities.
3. If the Supplier is required to report an incident to a competent authority under the NIS2 Directive or other laws and regulations, it will promptly inform Luxendi and provide – upon request – all information relevant to the security of Luxendi's systems and data.
4. If the Supplier supplies or integrates systems or applications with Luxendi's systems, the Supplier guarantees that they comply with the statutory security requirements in accordance with the NIS2 Directive. Luxendi is entitled to restrict or suspend access to its systems or data if the Supplier, in Luxendi's opinion, poses a security risk.
5. The Supplier indemnifies Luxendi against all damage, costs and claims from third parties arising from a security incident that is (partly) caused by insufficient security measures on the part of the Supplier or by its personnel or engaged third parties.
6. For questions or notifications regarding NIS2 or cybersecurity, the Supplier can contact Luxendi via security@8-lakes.com.

25 SANCTIONS LEGISLATION

1. The Supplier warrants at all times full compliance with all applicable sanctions laws and regulations, export control regulations and trade restrictions, including but not limited to regulations regarding dual-use goods and technologies, as established by, among others, the United Nations, the European Union, the United States and other competent authorities. The Supplier will not directly or indirectly supply, provide, forward or otherwise make available any goods, services, technology or financial resources in violation of any such sanctions legislation.
2. The Supplier will not sell, re-export or supply any products and/or services directly or indirectly to any natural or legal person, entity or body listed on any sanctions list, nor use or cause to be used in countries subject to export restrictions. This also applies to products, technologies and software that qualify as 'dual-use' goods or technologies under applicable export control regulations.
3. The Supplier will do its utmost to ensure that the purpose of what is determined in the previous paragraphs is not frustrated by third parties in the commercial chain, including its suppliers and/or customers of the Supplier. The Supplier will establish and maintain an adequate mechanism to monitor the behaviour of third parties further down the commercial chain and to detect behaviour that frustrates the purpose of this article.
4. The Supplier may not use any intellectual property rights, trade secrets or access rights to material or information protected by intellectual property rights or obtained as a trade secret from Luxendi in connection with any goods listed in any Annex to Regulation (EU) No 833/2014, including any goods the sale, supply, transfer or export of which to parties in Russia to or for use in Russia is prohibited. The same applies to other EU lists of goods under which Regulation (EU) No 833/2014 applies the same prohibitions (in particular Annex I to Regulation (EU) 2021/821 and Annex I to Regulation (EU) No 258/2012).
5. If sublicenses are granted for intellectual property rights or trade secrets, the Supplier will obligate its sublicensees to also comply with the obligations under the preceding paragraph and to pass these obligations on to their sublicensees in turn.
6. The Supplier is obliged to provide Luxendi, upon first request, with all relevant information and documentation necessary to demonstrate that the Supplier complies with the obligations set out in this article. Luxendi reserves the right to conduct audits or inspections, on reasonable grounds and with due regard for confidentiality, to verify compliance by the Supplier. The Supplier must provide

Luxendi with all necessary cooperation and supply the requested documentation.

7. The Supplier is obliged to notify Luxendi promptly and in writing as soon as it becomes aware of any (potential) breach of applicable sanctions legislation by itself, its suppliers, business partners or any other party involved within its commercial chain.
8. If the Supplier acts in breach of the warranties and obligations of this article, the Supplier must fully indemnify and hold Luxendi harmless from all direct and indirect damage, fines, legal costs and other expenses arising from or related to a violation of sanctions legislation by the Supplier. This includes, but is not limited to, damage arising from third-party claims or enforcement actions by government authorities.
9. If Luxendi has reasonable doubts about the Supplier's compliance with sanctions legislation, Luxendi is entitled to suspend or terminate the Agreement with immediate effect without being liable for any (damage) compensation.
10. The Supplier guarantees that it has not acted in violation of the prohibitions contained therein from the effective date of the sanctions legislation.
11. In the event of a breach of this article by the Supplier, the Supplier will, by operation of law, without notice of default or judicial intervention being required, forfeit to Luxendi an immediately payable, not to be offset penalty of €100,000 (say: one hundred thousand euros) per violation. In addition, the Supplier is liable for an additional penalty of €1,000 (say: one thousand euros) for each day or part thereof that the violation continues. These penalties apply regardless of accountability and without the need to demonstrate damage, and do not affect Luxendi's right to claim full compensation for damage in addition to or instead of the penalties if and to the extent that the actual damage suffered is higher.

26 APPLICABLE LAW AND DISPUTE SETTLEMENT

1. The legal relationship between Luxendi and the Supplier is governed exclusively by Dutch law. The Vienna Convention on Contracts for the International Sale of Goods does not apply.
2. Any disputes will in the first instance be submitted to the Zeeland-West-Brabant court. Nevertheless, Luxendi has the right to submit the matter to the court of the Supplier's place of residence or establishment.

LUXENDI B.V.

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Our general terms and conditions of sale and Incoterms® 2020 apply to all Luxendi transactions. These can be found at www.luxendi.com.

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