



General Conditions of Sale of Luxendi B.V.

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1 GENERAL AND DEFINITIONS

1. These terms and conditions apply to all applications, offers, quotations, orders, order confirmations, (legal) acts, transactions and agreements concluded and to be concluded - concerning the supply of goods - between the Client and the supplier, being Luxendi B.V.
2. 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 Client is expressly rejected.
3. In these general terms and conditions the following terms have the following meanings:
 - a. Client: the company with whom Luxendi enters into or wishes to enter into an Agreement, to whom Luxendi makes an offer or to whom the goods are delivered by Luxendi;
 - b. General Terms and Conditions: these general terms and conditions concerning the supply of Products and Services by Luxendi;
 - c. Third-Party Supplier: the supplier of Luxendi or the manufacturer of the Products offered by Luxendi. This also includes the companies with which Luxendi (as a distributor) has concluded a distribution agreement;
 - d. Services: all services offered by Luxendi, such as providing advice and performing consultancy and/or engineering, providing support for (Custom) Products;
 - e. Delivery on Call: an order whereby the Client can have a pre-agreed quantity of Products delivered in parts within an agreed period, on call;
 - f. Custom Products: Products developed by or on behalf of or commissioned by Luxendi, for the benefit of the Client. Where reference is made to Products, Custom Products are also meant, even if this is not specifically stated;
 - g. Agreement: the agreement that is concluded between Luxendi and the Client;
 - h. Products: the items manufactured and/or offered by Luxendi, consisting of, among other things, assembled items and products, modules, semi-finished products, which may be the subject of the Agreement;
 - i. Luxendi: the supplier of the Products and Services, being Luxendi B.V.;
 - j. Webshop: all webshops of Luxendi.
4. Unless expressly stated otherwise, the term 'in writing' in these general terms and conditions also means 'by email'.

2 OFFERS

1. All offers from Luxendi are without obligation and are valid for a maximum of 14 calendar days from the date of issue, unless otherwise stated in writing. Luxendi may revoke offers within two working days after receipt of acceptance.
2. Luxendi is only bound after it has confirmed an order in writing. Luxendi is also deemed to have accepted an order and/or the Agreement will be concluded between the parties at the moment Luxendi has commenced the execution of a placed order or has delivered one or more ordered Products to the Client or has performed Services for the Client.
3. If the Client places an order on the Luxendi Webshop, the order is considered an offer to conclude an Agreement. The Client first receives a preliminary confirmation email of the order. Only when the Client has received a final written order confirmation of the order, an Agreement is concluded. Luxendi reserves the right to refuse or cancel an order, in whole or in part, without stating reasons. In that case, Luxendi will inform the Client as soon as possible. If an order has already been paid by the Client and is subsequently cancelled by Luxendi, the amount already paid will be refunded within 15 working days. The Client acts in the exercise of a profession or business. The statutory right of withdrawal is therefore not applicable.
4. Changes to an already placed order can only be made after consultation and mutual agreement.
5. The Client guarantees the accuracy and completeness of the data provided by or on behalf of it to

Luxendi on which Luxendi bases its offer. Data mentioned in images, websites, quotations, etc. are not binding for Luxendi, unless the parties have expressly agreed otherwise.

6. Luxendi cannot be held to an offer if the Client can reasonably understand that (a part of) the offer contains an obvious mistake or clerical error.
7. A composite offer does not oblige Luxendi to deliver part of the offered Products at a corresponding part of the price.

3 EXECUTION OF THE AGREEMENT

1. Luxendi will exercise the greatest possible care in the performance of the Agreement. Execution and delivery periods are indicative and do not constitute a strict deadline. Exceeding the delivery time therefore does not entitle the Client to dissolution or compensation on any grounds whatsoever.
2. An agreed period commences at the moment Luxendi has received all information necessary for delivery and any agreed (advance) payment from the Client. If this causes a delay, the period will be extended proportionately.
3. Luxendi is entitled to engage third parties in the performance of the Agreement and to accept any general terms and conditions and limitations of liability of such third parties on behalf of the Client.
4. The Client must ensure that all information required for the performance of the Agreement is made available to Luxendi in a timely manner and in the manner desired by Luxendi. The Client must also ensure that this information is accurate and complete.
5. If, pursuant to the Agreement, the Client is required to provide materials, equipment and/or data and information (including data and information on data carriers), the Client is responsible for ensuring that these comply with the specifications applicable to the performance of the Agreement.
6. The Client is responsible for ensuring that all data and information necessary, relevant or useful for the performance of an Agreement are always made available to Luxendi in a timely manner and in a form that is completely understandable and usable by Luxendi.
7. Luxendi is entitled to suspend the execution of the Agreement or dissolve the Agreement if the data and information required for the execution of the Agreement have not been provided to Luxendi, or have not been provided in full, in a timely manner, or in the correct form, or if the Client otherwise fails to fulfil its obligations. In such a case, the Client will, without prejudice to Luxendi's right to claim damage, in any event owe Luxendi the applicable fee for what has already been performed in execution of the Agreement, while Luxendi will also be entitled to charge additional costs according to its usual rates.

4 (CUSTOM) PRODUCTS

1. The Client is responsible for the correct use and application of the (Custom) Product. The Client is also responsible for the correct handling of the associated technical specifications, instructions and application guidelines. Furthermore, the Client must ensure the safe and correct integration of the (Custom) Product into its systems or processes, in compliance with applicable standards and regulations.
2. The development by Luxendi of Custom Products for the Client will take place based on prior written specifications of the Custom Products to be developed (which must also specify how the development will be carried out) and based on the data and information provided by the Client to Luxendi for the development.
3. If it is agreed that the development of Custom Products will take place in steps or phases, Luxendi is entitled to postpone or suspend the work related to a subsequent step or phase, or any part of that work, until the Client has approved the results of the preceding step(s) or phase(s) in writing.

5 DELIVERY

1. The risk for the Products transfers to the Client upon delivery according to the following Incoterms (ICC 2020):
 - FCA (Free Carrier) for export outside the Netherlands, Belgium and Luxembourg.
 - DAP (Delivered At Place) for delivery within the Netherlands, Belgium and Luxembourg.In case of urgent or special transport, different arrangements can be documented in writing. The place of delivery is the address provided by the Client to Luxendi, unless otherwise agreed.
2. The manner in which the Products are packaged is determined by Luxendi, unless expressly agreed otherwise.
3. The Client is obliged to inspect the delivered Products immediately upon receipt and to check

whether they comply with the Agreement. If the Client does not complain as soon as possible and in any case within two (2) working days after receipt of the delivered quantities, the quantities stated on the consignment notes, delivery notes, invoices or similar documents will be deemed correct.

4. Complaints about visible defects must be submitted to Luxendi in writing and with reasons without delay, in any case within five (5) calendar days after delivery, failing which any claim based thereon will lapse.
5. Complaints regarding non-visible defects must be submitted to Luxendi in writing, with justification, within eight calendar days after the defect is discovered, or at least after it could reasonably have been discovered, but no later than two (2) months after delivery. If Luxendi has not received a written and justified complaint within the specified periods, the Client is deemed to have approved the delivered goods.
6. If the Products are wholly or partially incorporated into another product, they are deemed to have been approved, and Luxendi's liability is thereby extinguished.
7. Returns are not permitted unless Luxendi has given prior written consent for this.
8. If it proves impossible to deliver the ordered Products to the Client (in the agreed manner) due to a cause within the Client's risk sphere, or if they are not collected, Luxendi may store the Products at the Client's expense and risk. The Client then enables Luxendi to deliver the Products within a reasonable period set by Luxendi or collects them after all.
9. If the Client fails to meet its purchase obligation after the aforementioned reasonable period, it is immediately in default. Luxendi may then terminate the Agreement in whole or in part with immediate effect by means of a written declaration and sell the Products to third parties without being obliged to compensate for damage, interest and costs. This does not affect the Client's obligation to compensate for any (storage) costs, damage and loss of profit of Luxendi and/or Luxendi's right to still demand performance.

6 ON-CALL DELIVERY

1. If the parties choose for On-Call Delivery, the total of the agreed Products must have been accepted completely within the agreed period.
2. Storage in case of On-Call Delivery will take place for the risk and account of the Client. Luxendi has the right to charge storage costs after the agreed on-call period has expired, unless explicitly agreed otherwise.
3. If the Products have not been called off by the Client within the agreed period, that period may be extended by a maximum of three (3) months, provided the Client has requested this in writing and Luxendi has approved that request.
4. In the absence of an agreed period for On-Call Delivery, the Products must be called off within two (2) months.
5. If the Client fails to meet its purchase obligation after the agreed period or the periods in the preceding clauses, the Client is immediately in default. In that case, Luxendi is entitled to terminate the Agreement in whole or in part with immediate effect and to sell the Products to third parties, without Luxendi being obliged to compensate for damage, interest or costs. This does not affect the Client's obligation to compensate for any (storage) costs, damage and loss of profit of Luxendi and/or Luxendi's right to still demand performance.
6. If the Products have a limited shelf life, the Client will be informed of this by Luxendi. In such a case, the Client is obliged to take delivery of all perishable Products ordered on the basis of On-Call Delivery before the expiry date of the Products is exceeded.

7 RETENTION OF TITLE

1. As long as the Client has not fully complied with all its payment obligations towards Luxendi under the Agreement or related agreements, or prior agreements, Luxendi retains title to the delivered Products. Title to all delivered Products transfers to the Client as soon as the Client has fulfilled all its obligations towards Luxendi.
2. The Client will at all times cooperate with the exercise of Luxendi's retention of title, including granting access to the Client's establishment(s), building(s) or location(s), for the repossession of the delivered Products by Luxendi. The Client will also keep the Products in its possession adequately insured, including against theft, water damage and fire.
3. The Client is not permitted to remove any type, registration or product designations from the delivered Products.

8 RECALL

1. If one of the parties identifies or reasonably suspects that a delivered Product 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 conduct a product recall if deemed necessary to comply with safety regulations, laws and regulations, or instructions from supervisory authorities. The Client must provide all cooperation in such a recall, including providing information about the distribution of the Products and facilitating the recall action. The Client guarantees that it has an adequate traceability system in place, so that the Products can be quickly identified and recalled.
3. If the necessity for a recall is due to a shortcoming of Luxendi, Luxendi will bear the direct costs of the recall, being the reasonable costs for transport, destruction and replacement of the involved Products. Compensation for labour costs is excluded in all cases. Luxendi is not liable for consequential damage, unless there is intent or gross negligence.
4. The Client is responsible for determining whether a recall is necessary, should it qualify as a producer/manufacturer. If the Client deems a recall necessary, it must immediately consult with Luxendi and ensure the recall is executed promptly and correctly. In such a case, the Client will bear the costs of the recall. If the Client fails to conduct a mandatory recall, Luxendi is entitled to take appropriate measures, with all resulting costs and damage being entirely borne by the Client.
5. If the recall is necessary due to actions or omissions by the Client or a third party engaged by the Client, including but not limited to errors in labelling, marketing, incorrect claims or modifications to the Products made by the Client, the costs of the recall will be entirely borne by the Client.
6. The Client is obliged to inform Luxendi immediately in the event of a (potential) safety risk or if a Product may otherwise not comply with applicable laws and regulations.
7. The parties will ensure adequate registration and documentation of all relevant information regarding the recall and will, if required, provide reports to supervisory authorities.

9 SERVICES

1. Luxendi will endeavour to perform the agreed Services to the best of its knowledge, expertise and ability. As these are generally obligations of effort, any performance deadlines are considered indicative and not final deadlines. Exceeding these deadlines does not entitle the Client to dissolve the agreement or claim damages.
2. The Client is responsible for the timely and complete provision of all relevant information, data, materials and/or access necessary for the proper performance of the Services. If this information is not provided in a timely or correct manner, Luxendi is entitled to suspend its services and/or charge additional costs. Any additional work arising from this will be entirely at the Client's expense.
3. Luxendi is entitled to execute the Agreement in phases and to invoice per phase. Luxendi is entitled to suspend the services for a subsequent phase until the preceding partial invoice has been fully paid.
4. Unless expressly agreed otherwise, Luxendi determines the manner and place of execution of the services, considering the nature of the service and the interests of both parties.
5. All assignments are accepted and executed exclusively by Luxendi. Even if the assignment is (implicitly) given with a view to execution by a specific person, only Luxendi remains responsible as the contractor. Sections 404 and 407 paragraph 2 of Book 7 of the Dutch Civil Code are excluded.
6. Oral promises or agreements with employees of Luxendi are not binding unless confirmed in writing by Luxendi.
7. If it is agreed that Services will be carried out in steps or phases, Luxendi is entitled to postpone or suspend the work related to a subsequent step or phase or any part of that work until the Client has approved the results of the preceding step(s) or phase(s) in writing.

10 ADDITIONAL WORK

1. The parties may agree on changes and/or extensions to the agreed services. If a fixed price has been agreed, Luxendi will inform the Client of the price change that the desired or agreed modification(s) and/or extension(s) will entail.
2. If during the execution of the agreed services it becomes apparent that a modification or extension is necessary or desirable, Luxendi will inform the Client thereof. If a fixed price has been agreed for the development of the Custom Products, Luxendi will also indicate the price change involved.

3. If the Client does not agree in writing within 14 calendar days with the necessary, proposed or desired modification or extension and the associated price adjustment, the Client will be deemed to have accepted the consequences of the modifications.
4. Upon notification of a necessary, proposed or desired modification or extension, the delivery time or completion date will be extended by at least three weeks. If the services are actually modified or extended, the delivery time or completion date will be further extended in proportion to the extent of the modification or extension.

11 PRICES AND PAYMENT

1. The prices quoted by Luxendi are in euros (unless otherwise stated) and exclude transport costs, VAT, other levies and government charges, and exclude assembly and commissioning.
2. The costs of dispatch as express goods, postal package, or generally with a faster means of transport than usual, will be borne by the Client at all times, unless otherwise agreed in writing.
3. The offers from Luxendi and the agreed price between Luxendi and the Client are based on price-determining factors applicable at the time of the offer or Agreement. Should an increase in these price-determining factors occur before or during the execution of the Agreement, Luxendi is entitled to pass on the resulting (cost) price increase to the Client.
4. A payment term of thirty (30) calendar days after the invoice date applies, unless otherwise agreed in writing. The Client cannot invoke discount, set-off or suspension.
5. Delivery on credit only takes place subject to approval by the credit insurer of Luxendi for the relevant order amount and the relevant Client (and their creditworthiness). If no approval is obtained from the credit insurer, Luxendi is entitled to require advance payment or additional security before proceeding with delivery.
6. Luxendi is entitled to deliver the Products in partial deliveries and to invoice through partial invoices. Luxendi is also entitled to request advance payment for the delivery.
7. If the financial position or payment behaviour of the Client gives Luxendi reason to do so, Luxendi is entitled to require the Client to provide (additional) security in a form determined by Luxendi and/or to pay an (additional) advance on the agreed compensation in a timely manner. The Client is liable for the damage suffered by Luxendi due to this delayed delivery.
8. Upon the expiration of the payment term, the Client is in default by operation of law and is obliged to reimburse all costs incurred in satisfying the claim. The Client is then liable for statutory commercial interest and extrajudicial collection costs. The extrajudicial collection costs are calculated in accordance with the graduated scale extrajudicial collection costs, with a minimum of €250.
9. In the event of a jointly given assignment, the Clients are jointly and severally liable for the payment of the invoice amount.
10. Objections to or complaints about invoiced amounts must be made known to Luxendi in writing before the expiration of the payment term, under penalty of forfeiture of all rights, failing which the correctness of the invoiced amounts will be established between the parties after the expiration of the payment term. Objections to invoiced amounts do not suspend the payment obligation.

12 RESELLERS

1. In the event that the Agreement is intended for the resale of Products by the Client, resale to the Client's buyers is carried out at the Client's own expense and risk. The Client acting as the reseller of the Products is responsible for the fulfilment of its (legal) obligations towards its (end) customers.
2. Any cooperation between the reseller and Luxendi is a non-exclusive cooperation, unless otherwise agreed expressly and in writing. Luxendi is entitled to appoint multiple resellers of its Products without geographical restrictions.

13 LIABILITY

1. Any liability of Luxendi, on any grounds whatsoever, is limited to the amount paid out under Luxendi's insurance in the relevant case. Upon request, the applicable policy conditions will be made available for inspection. If and to the extent that the liability insurance does not provide coverage and/or does not entitle to a payout, any liability of Luxendi is limited to the amount of the consideration for the Product and/or Service on which the liability is based, however with a maximum of €100,000,- (say: one hundred thousand euros) per year.
2. Liability of Luxendi for indirect damage, including consequential damage, lost profits and/or

- incurred losses, missed savings, penalties for third parties, reputational damage, loss of data, damage due to hacked applications or (computer) systems, damage due to production process downtime, damage due to business interruption and/or delay damage, is at all times excluded.
3. Luxendi is not liable for damage to the Client resulting from cyber incidents, data loss or security breaches.
 4. The Client must take all necessary measures to prevent or limit damage. The Client is liable for the resulting damage if the intended measures are not complied with. The Client also indemnifies Luxendi against any claims from third parties.
 5. The Client must inform Luxendi in writing of the damage without delay, but in any case within six months after it has become aware or could have been aware of the damage it has suffered.
 6. Claims based on warranty obligations are also subject to the limitations of the preceding paragraphs.
 7. The liability of Luxendi for damage resulting from intent or deliberate recklessness by Luxendi or its managerial subordinates is not excluded or limited under this article.

14 GUARANTEES

1. Luxendi guarantees that the Products comply with the Agreement, that they will function without defects and are suitable for normal use for a period of one (1) calendar year after the time of delivery to the Client, unless otherwise agreed.
2. Unlike the other Products, Products with a limited shelf life have a different warranty period, which will be stated on the quotation, provided that the relevant Products are transported and stored in accordance with the applicable regulations and standards.
3. Shortcomings that are the result of deviating use or other incidents or factors attributable to the Client or which are for its risk and account are not covered by this warranty.
4. Luxendi is not liable and the warranties do not apply if damage has arisen due to:
 - a. Improper use, use contrary to the purpose of the delivered goods, or use contrary to the instructions provided by or on behalf of Luxendi;
 - b. Inexpert storage or inexpert maintenance of the Products;
 - c. Errors or omissions in the information provided by or on behalf of the Client to Luxendi;
 - d. Instructions or directions from the Client;
 - e. A choice by the Client that deviates from what Luxendi advised and/or what is customary;
 - f. (Repair) work, adjustments, modifications or operations carried out by parties other than Luxendi on the delivered Products, without having obtained prior express permission from Luxendi.
5. This warranty extends - solely at the discretion of Luxendi - only to repair, replacement or compensation by or on behalf of Luxendi. Under the warranty no compensation is offered for or payment is made of other claims or compensatory amounts. Article 13 of these general terms and conditions also applies to these guaranteeing obligations.
6. In the event of warranty work by a third party, the additional costs may be charged to the Client.
7. If the Third-Party Supplier of Luxendi applies a different warranty period for the delivered Products than the warranty period in paragraph 1, that warranty period will also apply between Luxendi and the Client, even if this entails a shorter warranty period.
8. The Client can no longer invoke a defect in performance if it has not complained to Luxendi in writing within fourteen (14) calendar days after it discovered the defect or should reasonably have discovered it.
9. If defects are caused by or related to user errors on the part of the Client or other causes not attributable to Luxendi, Luxendi is entitled to charge the Client the costs of repair. If defects are caused by or related to any modification or adjustment of the Products by parties other than Luxendi, Luxendi will be entitled to refrain from repair altogether or, if repair is undertaken, to charge the Client the costs of repair.
10. The warranty only applies if the Client has fulfilled all its obligations under any Agreement concluded between Luxendi and the Client.

15 FORCE MAJEURE

1. In addition to the provisions of Section 75 Book 6 of the Dutch Civil Code, a failure by Luxendi to fulfil any obligation towards the Client cannot be attributed to Luxendi in the event of a circumstance independent of the will of Luxendi, which prevents the fulfilment of its obligations towards the Client in whole or in part, or as a result of which the fulfilment of its obligations cannot reasonably be required of Luxendi. Such circumstances include wars, acts of war, riots,

revolutions, fires, terrorist attacks, pandemics or epidemics, government interventions, government sanctions, transport problems, disrupted road, rail, sea or air freight, weather conditions, natural disasters, floods, power failures, internet disruptions telecommunications disruptions/disruptions in electronic messaging, internet disruptions, data communication disruptions, technical defects, computer viruses, hacking, cyber-attacks, delay or impossibility of delivery of goods or services by third parties, pandemic, strikes, work interruptions, business disruptions at Luxendi or at Third-Party Suppliers, non-performance by Third-Party Suppliers, as well as government measures, including in any case import and export bans and quarantine, regardless of whether these circumstances occur at Luxendi or at any third parties engaged by it.

2. Should a situation as referred to in this article arise, as a result of which Luxendi cannot fulfil its obligations towards the Client, those obligations will be suspended for as long as Luxendi is unable to fulfil its obligations. If this situation has lasted for thirty (30) calendar days, Luxendi is entitled to terminate the Agreement in whole or in part in writing. If the situation has lasted for more than ninety (90) calendar days, the Client has the right to terminate the Agreement, either in whole or in part. In such a case, Luxendi is not obliged to compensate any damage, even if Luxendi benefits from the force majeure situation.
3. If Luxendi has already partially fulfilled its obligations arising from an Agreement at the onset of a force majeure situation, Luxendi is entitled to invoice the already performed Services separately, and the Client is obliged to pay this invoice as if it were a separate transaction.

16 INTELLECTUAL PROPERTY AND KNOWHOW

1. All intellectual property rights to offers, quotations, sales brochures, documentation, designs, concepts, drawings, etc., will at all times remain with Luxendi or its licensors, even if Luxendi has manufactured, developed or created the (Custom) Products in accordance with the specifications or instructions of the Client. The Client is not entitled, except with prior written consent from Luxendi or its licensors, to use, reproduce or disclose the aforementioned materials, other than in the context of the (execution of) the Agreement.
2. In no case does the delivery of Products include an (implicit) transfer of any intellectual property right concerning the delivered Products to the Client. If Luxendi grants the Client the right to use a (Custom) Product developed by or on behalf of Luxendi, this concerns a non-exclusive right of use, solely for internal use by the Client and in the manner further agreed upon.
3. The ownership of the (Custom) Product, as well as the intellectual and industrial property rights resting thereon, will remain with Luxendi or Third-Party Suppliers. The Client acknowledges these rights and will respect them at all times. The Client will not remove, obscure or alter indications relating to intellectual or industrial property rights, such as copyright notices or brand indications.
4. The Client indemnifies Luxendi against any third-party claim regarding an infringement of an intellectual property right, which may result from the Client's specifications or instructions. In such a case, Luxendi is entitled to immediately cease the production and/or delivery of the relevant Products. The Client is obliged to compensate all resulting damage and costs, including any legal costs.
5. Luxendi is entitled to reproduce, use, apply and further develop the (Custom) Products delivered to the Client, which have been developed by Luxendi, on its behalf or under its instruction. Luxendi may also allow these to be used, applied and/or further developed by third parties, regardless of whether such (Custom) Products have already been delivered to the Client.

17 PRIVACY AND CONFIDENTIALITY

1. The Client will keep confidential the information received from Luxendi (in any form) and all other information concerning Luxendi which the Client knows or reasonably should suspect is secret or confidential, or information which it can expect its dissemination will harm Luxendi, and will take the necessary measures to ensure that its staff will keep the said information confidential.
2. The duty of confidentiality referred to in paragraph 1 does not apply to information:
 - which was already public at the time the Client received this information or has subsequently become public without a breach by the Client of a confidentiality obligation incumbent upon it;
 - which the Client can prove was already in its possession at the time of provision by Luxendi;
 - which the Client discloses on the basis of a legal obligation;
 - which the Client can prove has been developed independently without using the confidential information itself.
3. The duty of confidentiality set out in this article will continue to apply for a period of five years after the end of the legal relationship.

4. If one of the Parties processes personal data of the other party, the processing must take place in a proper and careful manner in accordance with the legal obligations under the GDPR. In this regard, Luxendi will weigh the nature of the processing against the measures to be taken. For questions regarding its data, the Client may contact Luxendi via privacy@8-lakes.com.

18 SANCTIONS LEGISLATION

1. The Client 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 Client will not supply, export, re-export, transit or make available Products, Services, technologies or software, directly or indirectly, in violation of such regulations.
2. The Client does not sell, (re)export, or supply Products obtained from Luxendi directly or indirectly to any natural or legal person, entity or body appearing on any sanctions list, nor use or allow them to be used in countries for which export restrictions apply. This also applies to products, technologies and software that qualify as 'dual-use' goods or technologies under applicable export control regulations.
3. The Client will make every effort to ensure that the purpose of the provisions in the preceding paragraphs is not frustrated by third parties further down the commercial chain, including potential resellers. The Client 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 Client 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 Client 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. In the event of a breach of the preceding paragraphs by the Client, Luxendi is entitled to terminate the Agreement with immediate effect by means of written notice to the Client; claims for damage by the Client against Luxendi arising from or related to the termination of the Agreement under this clause are excluded. Furthermore, the Client will indemnify Luxendi for all costs or other losses (in particular third-party claims, fines, non-material damage) arising from non-compliance with this article, unless the Client proves that it is not responsible for the breach.
7. Luxendi reserves the right to make the delivery of Products conditional upon receipt of a conclusive certificate of special destination issued by the end user.
8. If Luxendi has reasonable doubts about the Client's compliance with this article, Luxendi may refuse delivery to the Client until these doubts have been satisfactorily resolved for Luxendi. Any liability of Luxendi towards the Client for delay or non-performance due to the need to resolve such doubts is excluded, except in cases of intent or gross negligence on the part of Luxendi.
9. Luxendi reserves the right to check or have checked the location of the Products delivered to the Client afterwards. To this end, the Client must provide Luxendi with the necessary documents and evidence upon Luxendi's request. If applicable, Luxendi is also entitled to verify the location of the goods through on-site inspections or to instruct third parties to conduct on-site inspections. Luxendi is entitled to terminate the Agreement in whole or in part by means of a written notice to the Client, if the Client fails to provide the requested information and documents or refuses to allow an on-site inspection by Luxendi or a third party engaged by Luxendi, unless the Client can demonstrate to Luxendi why it cannot provide the requested documents or information, or why it is not feasible or reasonable to allow the on-site inspection to take place. In the event of termination pursuant to this article, Luxendi is entitled to reimbursement of the costs of services already performed up to the moment of termination. Claims for damage by the Client against Luxendi arising from or related to the termination of the Agreement under this clause are excluded.
10. The Client warrants that from the effective date of the sanctions legislation, it has not acted in violation of the prohibitions contained therein.
11. In the event of a breach of this article by the Client, the Client 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 Client 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.

19 NIS2 AND CYBERSECURITY

1. If and to the extent that Luxendi falls under the applicability of the NIS2 Directive and the resulting national regulations, Luxendi commits to complying with the required cybersecurity measures, incident response procedures and notification obligations. Luxendi will take appropriate technical and organisational measures to protect its networks, information systems and data against cyber threats, in accordance with applicable laws and regulations.
2. The Client is solely responsible for implementing and maintaining appropriate technical and organisational security measures to protect the Client's systems, networks and data, in compliance with applicable laws and regulations. Luxendi is not liable for damage resulting from insufficient security measures at the Client. The Client indemnifies Luxendi against all third-party claims arising from a security incident caused by the Client, its employees or third parties acting on behalf of the Client.
3. The Client will take appropriate technical and organisational measures to protect its networks, information systems and data against cyber threats, in accordance with applicable laws and regulations. The Client must at least ensure the following minimum security measures, including secure connections, encryption, access controls and security updates.
4. In the event of a cyber incident or security breach that may impact Luxendi's systems or data, the Client must immediately report to Luxendi – in any case within 4 hours. The Client is obliged to fully cooperate with investigations and/or remedial measures by Luxendi, third parties engaged by Luxendi or the competent authority.
5. If Luxendi is required to report an incident to the competent authority under NIS2, the Client must immediately provide all relevant information necessary for this report.
6. Luxendi is entitled to temporarily suspend the delivery of Products in the event of a security incident or a threatened breach.
7. If the Client integrates systems or applications with Luxendi's systems, the Client must ensure that they meet minimum security requirements. Luxendi is entitled to restrict or block access to systems or data if a security risk is identified.
8. For questions or notifications regarding NIS2 or cybersecurity, the Supplier can contact Luxendi via security@8-lakes.com.

20 SPECIAL GROUNDS FOR TERMINATION

1. The Client is obliged to immediately notify Luxendi in writing in the following cases:
 - The Client has applied for (provisional) suspension of payments;
 - The bankruptcy of the Client has been filed for;
 - The Client has proposed an informal (compulsory) arrangement outside of bankruptcy to its creditors;
 - The Client has wholly or partially transferred, liquidated or ceased (parts of) its business;
 - Assets of the Client have been subjected to a conservatory or executory attachment;
 - or if the Client can reasonably estimate that one of the situations set out above will occur or is likely to occur.
2. Under the aforementioned circumstances, the claims (increased with interest, damage and costs) of Luxendi against the Client are immediately and fully payable, and Luxendi is entitled to terminate the Agreement with the Client with immediate effect, without being obliged to any form of (damage) compensation.

21 LAPSE

1. All rights of action of the Client against Luxendi, whether due to a breach of an Agreement, due to a tort or on any other ground, will lapse as soon as a period of one (1) calendar year has elapsed after the day on which the Client became aware or could reasonably have been aware of the existence of those rights of action and the Client has not instituted a claim in respect of those rights of action within that period of one (1) calendar year.

2. Rights of the Client under this Agreement cannot be transferred without the prior written consent of Luxendi. This provision is to be considered as a clause with effect under property law as referred to in Section 83(2) Book 3 of the Dutch Civil Code.

22 MISCELLANEOUS PROVISIONS

1. Luxendi reserves the right to amend these general terms and conditions. In this case, Luxendi will inform the Client of the changes in a timely manner. The amended general terms and conditions will apply after the amendment comes into effect.
2. The Client may not transfer its rights arising from these General Terms and Conditions or from the Agreement, in whole or in part, to third parties without the prior written consent of Luxendi.
3. These general terms and conditions are available in both Dutch and English. In case of ambiguities and differences in interpretation and/or explanation between the Dutch and English versions of these General Terms and Conditions, the Dutch text will take precedence at all times.
4. If a provision of these general terms and conditions is or becomes non-binding, the other provisions will remain in full force. 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 scope.

23 APPLICABLE LAW AND DISPUTE SETTLEMENT

1. The legal relationship between Luxendi and the Client is exclusively governed by Dutch law.
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 Clients'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.

EIGHT^{GROUP}
MEMBER OF LAKES