

GENERAL

Article 1. Definitions

1. Luminext: Luminext B.V. registered with the Chamber of Commerce under number 33100278.
2. Customer: the legal entity with whom Luminext enters into an Agreement and/or the (end) user of the Service.
3. Student: a Customer or employee who follows a course offered by Luminext.
4. Service: the services provided by Luminext in connection with (online) services for the management and control of lighting and/or sensor objects in the outdoor area, including Luminizer (portal for management and control of public lighting and sensor objects in outdoor areas), training, hosting, configuration and commissioning and consultancy services.
5. Intellectual Property: all intellectual and industrial property rights, in whatever form, whether registered or unregistered.
6. Product: (hardware) products sold by Luminext to Customer.
7. Agreement: The agreement between Luminext and Customer in connection with the Service and/or the Product.
8. "Party" means any party to the Agreement.
9. Website: "luminizer.nl" or "xxxx.Luminizer.nl".
10. General Terms and Conditions: the current general terms and conditions of Luminext.

Article 2. Applicability and implementation

1. These General Terms and Conditions apply to the Service and/or Product to be sold by Luminext, and will apply to all quotations, offers, instructions, order(s) (confirmations), Agreements and deliveries of Luminext, and as such form an

integral part thereof in accordance with the provisions of Article 2.4.

2. General terms and conditions of Customer or third parties are explicitly rejected, and will not apply to the Agreement, and/or the Services and/or Products to be sold by Luminext.
3. Luminext reserves the right to unilaterally change or supplement these General Terms and Conditions. The amended General Terms and Conditions will be notified to Customer in writing no later than two (2) months before they take effect. Customer has the right to terminate the Agreement as of the date the amended General Terms and Conditions take effect, subject to a notice period of one (1) month.
4. Articles 1 to 11 of the General Terms and Conditions apply in full, regardless of whether it concerns a Service and/or Product. Articles 12 to 15 of the General Terms and Conditions apply to (the provision of) the Service. Articles 16 to 19 of the General Terms and Conditions apply to (the sale of) the Product.
5. Luminext will use its best efforts to comply with its obligations under the Agreement and/or the General Terms and Conditions. The obligations under the Agreement and/or the General Terms and Conditions constitute a best-efforts obligation and in no way an obligation to achieve a specified result, unless and insofar as Luminext has expressly promised a result and the result in question has been described with sufficient clarity.

Article 3. Conclusion of the Agreement

1. Customer enters into the Agreement in connection with the Service and/or the Product

with Luminext in writing, whether or not indirectly through a third party (e.g. a contractor or maintenance company). The Agreement is concluded at the time of dispatch of the order confirmation by Luminext to Customer.

2. The term and/or date stated in the Agreement is not a strict deadline within the meaning of Article 6:83 of the Dutch Civil Code. Exceeding such term or date will therefore not bring Luminext in default by operation of law.

Article 4. Pricing & Billing

1. All prices are in euros and exclusive of value added tax and other levies imposed by the government.
2. The prices on the Website, quotations, offers, brochures and newsletters are subject to obvious typing and calculation errors.
3. Luminext has the right to index its prices annually in accordance with the CPI (Consumer Price Index). In addition, Luminext has the right to change the prices of the Service and/or the Product. The changes will be notified to Client in writing no later than two (2) months before they take effect. A Client has the right to terminate the Agreement with effect from the date that the price changes take effect, subject to a notice period of one (1) month.
4. Luminext will invoice Customer monthly on the first day of the month for the Service, unless the Parties have agreed otherwise in writing in the Agreement.
5. Payments in connection with the Service shall be made by direct debit, unless the Parties have agreed otherwise in writing in the Agreement. The Client must ensure that there is a sufficient balance in the relevant account. Luminext is entitled to charge additional

administration costs if the Parties agree on a means of payment other than direct debit.

6. Customer owes payment of the invoice in connection with the Product to Luminext within the payment term as agreed in the

Agreement. If no payment term has been agreed in the Agreement, a term of 30 calendar days after the date of the invoice will apply.

7. Customer is not entitled to suspend its payment obligation under the Agreement, or to set off any outstanding claim.

8. If payment by the Client does not take place within the agreed period, the Client is obliged, in addition to the amount due and the statutory commercial interest, to pay full compensation for both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and collection agencies.

Article 5. Liability

1. Luminext's liability for direct damage suffered by the Customer as a result of an attributable failure in Luminext's compliance with its obligations under the Agreement, including any failure to comply with a warranty obligation agreed with the Customer, or as a result of unlawful acts by Luminext, its employees or third parties engaged by it, is limited to an amount (excluding VAT) for each event or a series of related events, (i) for Services, the fees that Customer owes per year under the Agreement for the relevant Service(s), and (ii) for Products, the purchase price of the Product(s) in question, from which liability arises. Under no circumstances will the total compensation for direct damage exceed 1,000 euros (excluding VAT).

2. The total liability of Luminext for damage caused by death or bodily injury or for material damage to property shall in no case exceed 50,000 euros per event causing damage, whereby a series of related events counts as one event.

3. Liability of Luminext for indirect damage, including but not limited to consequential damage, loss of profit, costs to determine the damage, legal advice and attorney's fees, opportunity loss, loss of missed savings, contractual penalties, loss of goodwill, loss of profits and costs due to delays, costs related to adjustments to own software of the Client and damage as a result of the unavailability of the Service, missed savings, mutilation or loss of (company) data and data, damage due to business interruption, the incorrect conversion of scanned or entered documents, is excluded.

4. Luminext is not liable for any damage insofar as this damage is (partly) attributable to Customer, an employee of Customer, or a third party engaged by Customer, including but not limited to work in connection with the installation of the Service and/or Product.

5. The exclusions and limitations referred to in Article 5(1) to (5)(4) shall cease to apply if and to the extent that the damage is the result of intent or deliberate recklessness on the part of Luminext's management.

6. Luminext's liability for attributable failure in the performance of the Agreement will only arise if Customer immediately gives Luminext written notice of default, in which Luminext is offered a reasonable period to remedy

its defect and Luminext continues to imputably fail to comply with its obligations even after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that Luminext is able to respond adequately.

7. Luminext is not liable for damage caused by force majeure.

8. A condition for the existence of any right to compensation in connection with the Products is always that Customer reports the damage to Luminext in writing within the period referred to in Article 19 after the occurrence thereof or after receipt of the Product, which notification must be received by Luminext.

9. The Client shall take out adequate insurance to cover any liabilities arising from the Agreement. At Luminext's first request, the Customer will provide a copy of its policy. Any payment to the Customer on the basis of an insurance contract concluded by the Customer will reduce its right to compensation from the Customer against Luminext, insofar as it does not exceed the payment.

10. Customer indemnifies Luminext against claims from third parties for compensation of any costs and/or damage. These third parties are also understood to include employees of the Customer.

Article 6. Force majeure

1. Force majeure within the meaning of Article 6:75 of the Dutch Civil Code is in any case understood to mean the following: failures in the telecommunications infrastructure (internet), hacking of Luminext's system, malware within Luminext's system, domestic disturbances, mobilisation, war, traffic blockage, strikes, operational disruptions within

Luminext, fire, natural disasters, import and export restrictions and in the event that Luminext is not enabled by its own suppliers, regardless of the reason for doing so, to deliver as a result of which compliance with the Agreement cannot reasonably be expected of Luminext.

2. In the event of force majeure, the execution of the Agreement will be suspended for a period of 60 (sixty) days.

If, after the expiry of this period of 60 (sixty) days, Luminext is unable to fulfil its obligations, Customer shall be entitled to terminate the Agreement, without any right to compensation.

Article 7. Rights of (intellectual) property

1. All Intellectual Property Rights in connection with the Service and/or the Product, including – but not limited to – any documentation, manual, styling/design and/or functionality of the user interface of the online portal in connection with the Service and/or the Product, are vested exclusively in Luminext. These Intellectual Property Rights may only be used to the extent agreed under the Agreement. Customer will not reproduce these Intellectual Property Rights, make them available to third parties or otherwise use them (or have them used).

2. During the term of the Agreement, the Client only acquires a right of use with regard to the Service that is not exclusive and non-transferable, under the rights and obligations as set out in the Agreement.

3. Insofar as the Parties agree to jointly develop a Service and/or Product, all Intellectual Property Rights to this developed Service and/or Product, including any documentation in connection

with this Service and/or Product, shall be vested exclusively in Luminext.

4. If a further deed is required for the transfer of the Intellectual Property Rights to Luminext that are obtained or acquired during the development of the Service and/or the Product, Customer hereby irrevocably authorizes Luminext to draw up such deed and sign it on behalf of Customer, without imposing any further conditions on it. Customer also hereby authorizes Luminext to perform any action on behalf of Customer both during and after termination of this agreement in connection with the establishment, registration or enforcement of the Intellectual Property Rights accruing or transferred to Luminext.

5. In this context, the Client hereby also waives, and to the extent legally possible, its personality rights arising from the Intellectual Property Rights that are obtained or acquired during the development of the Service and/or the Product, and the Client will not invoke them.

6. Insofar as instructions, materials or other resources or resources are made available to Customer by Luminext in the context of the Agreement, these will remain the property of Luminext. Customer is obliged to mark the resources referred to in the previous paragraph as recognizable property of Luminext, to keep them in good condition and to insure them at its expense against all risks for as long as Customer is the holder of those resources.

7. The resources provided in the context of the Agreement will be made available to Luminext or returned at the first request of Luminext.

Article 8. Secrecy

1. The Parties shall not disclose the confidential information in connection with the other Party, the Agreement, the Service and/or the Product to any third party, unless an obligation to do so arises from the law, a court ruling or an instruction of a supervisory body or public authority, or is necessary in connection with the exercise of rights under the Agreement, in which cases the Parties will agree in advance on the method of disclosure.

2. The foregoing shall not apply to confidential information and/or documentation:

(i) which the disclosing Party demonstrates in writing that it was already publicly known at the time of receipt thereof or thereafter, other than by breach of the confidentiality obligation referred to in this Article;

(ii) which is required to be disclosed by virtue of a legal obligation; and

(iii) which has been obtained from third parties entitled to do so without confidentiality. Confidential information and documentation, including all copies thereof, will be destroyed as far as technically possible or returned at the first request of Luminext.

3. Customer shall not reproduce or make copies of confidential information.

4. Client guarantees that its employees and any third party involved in (the performance of) the Agreement and/or activities in connection with the Service and/or the Product will comply with the obligations under this article.

Article 9. Data

1. Customer is responsible for the information and/or data that is stored, generated and/or exchanged with the help of the Service and/or

Product. Customer guarantees that this data and/or information is lawful and does not infringe the rights of third parties.

2. Customer indemnifies Luminext against claims from third parties that are based on the assumption that the information and/or data stored, generated and/or exchanged by Customer with the help of the Service and/or Product is unlawful, or infringes the rights of the third party in question.

3. If Luminext becomes aware that information and/or data that Customer has stored and/or exchanged with the help of the Service and/or Product is unlawful, Luminext has the right to immediately remove this information and/or data and/or to block Customer's access to the Service and/or Product.

4. Luminext has the right to use the information and/or data that is stored, generated and/or exchanged with the help of the Service and/or Product for the purpose of business intelligence and the delivery and improvement of the Services and Products.

5. After termination of the Agreement, Luminext will make the Customer's information and data available to the Customer in accordance with the conditions agreed in the Agreement. Customer has the right to request Luminext to remove its data in connection with this Agreement, the Service and/or the Product (or have it removed) by means of a written request, signed by Customer, to be received by Luminext no later than the date that the Agreement ends.

6. Customer is responsible for compliance with all statutory administrative and retention obligations incumbent on him.

Article 10. Duration and termination

1. The Agreement shall be concluded for a period specified in the Agreement. The parties cannot terminate the Agreement prematurely. The Agreement shall be tacitly renewed for a period of 12 months at the end of the period specified in the Agreement, unless terminated by one of the Parties in accordance with paragraph 2.

2. Either Party may terminate the Agreement in writing at the end of a term, subject to at least one (1) month's notice, by registered letter.

3. Without prejudice to the provisions of Article 9.2, Luminext may terminate the Agreement immediately, without further notice of default as a result of which outstanding claims are immediately due and payable, by means of a written notification in the event that:

- (i) the Client has applied for or has been granted a moratorium;
- (ii) a substantial part of the Customer's business is seized;
- (iii) the insolvency or bankruptcy of the Customer, or if the bankruptcy of the Customer has been filed;
- (iv) the Customer is guilty of, or is guilty of, fraud;
- (v) the Customer ceases its business; and
- (vi) the Customer transfers all or part of its business to a third party(ies), or otherwise transfers ownership or control of that business in whole or in part to another party.

4. In the event that the Agreement ends, the provisions that by their nature must continue will continue to apply after the end of the Agreement, including in any case confidentiality obligations, provisions with regard to liability and Intellectual Property, applicable law and competent court.

Article 11. Applicable law, competent court and other general provisions

1. The Agreement is governed by Dutch law. The applicability of (i) the Vienna Sales Convention 1980 (CISG) and (ii) title 1 of Book 7 of the Dutch Civil Code are excluded.

2. The District Court of Midden-Nederland (location Utrecht) has jurisdiction to hear disputes between the Parties in connection with the Agreement, the Service and/or the Product, after the Parties have attempted to resolve the dispute and have failed to do so within 15 days after the dispute has arisen.

3. The version of any communication, measurements taken and monitoring by Luminext received or stored by Luminext shall be deemed authentic, subject to evidence to the contrary to be provided by Customer.

4. If a provision of the Agreement and/or the General Terms and Conditions turns out to be null and void, this does not affect the validity of the entire Agreement/General Terms and Conditions. Luminext will replace the null and void or non-binding provisions as much as possible with a provision that is binding and valid and whose purport/consequences are as much as possible the same as those of the provision(s) to be replaced.

5. Customer is not entitled to transfer or encumber its rights and/or obligations under an Agreement to any third party without the prior written consent of Luminext. Luminext is entitled to attach conditions to this consent. Luminext is at all times entitled to transfer the rights and/or obligations arising from an Agreement to a third party and Customer undertakes – to the extent possible – to cooperate in

advance and/or to grant permission to do so.

6. In the event of a conflict between (the content of) these General Terms and Conditions and the Agreement, (the content of) the Agreement will prevail.

7. In the event of a discrepancy between the Dutch text and the English translation, the Dutch text shall prevail.

SERVICES

Article 12. Access and use of the Service

1. During the term of the Agreement, Luminext will provide Customer with the Service in accordance with what is stipulated in the Agreement and the applicable General Terms and Conditions and Terms of Use.

2. Luminext will provide Customer with a username and password that will enable Customer to access the Service from the date of the Agreement. Luminext can only facilitate access to the service if Customer uses a recent Internet browser. Customer guarantees that it uses an Internet browser that was never released more than 3 years ago (at the time of using the Service) to access the Service.

3. Customer will handle the usernames and passwords with care, and Customer warrants that (i) its employees handle the usernames and passwords with care, (ii) the usernames and passwords will be used exclusively for the Service, and (iii) only Customer's employees will have access to the usernames and passwords for whom access is necessary for the use of the Service.

4. Customer will immediately notify Luminext electronically of any changes in name, e-mail addresses and other data that are important for the performance of the Service by Luminext, but in any case 14 days before Luminext is required to make any changes to the usernames and/or passwords in the context of the Service.

5. Customer shall not allow more users to access the Service than the number of usernames that Customer has obtained from Luminext, and to which Customer is entitled under the Agreement.

6. Customer shall immediately notify Luminext of (any suspicion of) improper use and/or unauthorised access to the usernames and passwords.

7. Customer may only offer the Service to third parties (whether or not by means of subcontracting) in the event that Customer is not an end user of the Service, and after Luminext has been notified of this in writing, or this reasonably follows from the Agreement.

8. Luminext has the right at all times to take measures that Luminext deems desirable or necessary for the security of (the software of) (access to) the Service, whereby Customer's access to the Service may be (temporarily) restricted, without further liability to Customer.

9. Article 8 of the General Terms and Conditions applies to the usernames and passwords provided by Luminext to Customer.

Article 13. Maintenance

1. Luminext has the right to temporarily take the Service out of service for the purpose of maintenance, adjustment or improvement of the Service and/or web servers of Luminext, without further liability towards Customer. Luminext will make every effort to ensure that such decommissioning takes place outside office hours as much as possible and to inform Customer in advance of a planned decommissioning.

2. Luminext is not obliged to maintain, update, change or add certain features or functionalities of the Service specifically for a Customer, and with respect to (the software and components of) the Service has the right:

(i) modify to improve functionality and/or to correct errors; (ii) no longer provide updates; and

(iii) no longer be available in the application of the Service, without further liability to Customer.

3. If an adjustment of (the software of) the Service leads to a substantial change to (the software of) the Service, Luminext will inform Customer thereof by means of Release Notes, which are published on the Luminizer website, and are visible to Customer on its personal website after login.

5. If the Client wishes to establish links between the Service and third party services, the Parties will make further agreements about this in the Agreement.

Article 14. Service levels and availability of the Service

1. Luminext warrants that the Service will be available in the manner set out in the service level agreement between the Parties.

2. If the Customer is not an end user of the Service, to the extent Customer agrees better and/or different service levels to the end user of the Service, Customer shall be liable for such service levels to the end user.

Article 15. Course; Registration, invoicing and changes

1. Registration for a course must be made in writing and is binding after confirmation from Luminext. After confirmation from Luminext, Customer will owe registration fees, regardless of whether the Student attends the course.

2. Registrations for courses are made in order of registration. If the registration reaches Luminext only after the maximum number of students has been reached, the Student will be put on a waiting list. In the event of the absence of a third Student, Luminext will then still accept the registration. Luminext will

make a timely announcement about this.

3. After the confirmation of the registration and before the start of the course, Luminext has the right to change the programme of the course in terms of organisation or content, to cancel the course, to combine it with another course, and/or to adjust the time or date of the course, without Luminext being obliged to pay compensation to the Client and/or the Student. The Client will be informed of such a change no later than two weeks before the start of the course.

4. Cancellations by the Client's Student are possible up to two weeks before the start of the course.

5. The Client is responsible for (the availability of) (proper) equipment, software and/or network connection during the course.

6. Contrary to article 4.5, the registration fees will be invoiced once, and the Client will owe payment thereof within the payment term as agreed in the Agreement. If no payment term has been agreed in the Agreement, a term of 30 calendar days after the date of the invoice will apply.

PRODUCTS

Article 16 Delivery

1. Luminext will deliver the Product to the Customer in accordance with the provisions of the Agreement and the General Terms and Conditions.
2. Deliveries of the Product will be made 'ExWorks' as per Incoterms 2010, unless the Parties agree otherwise.
3. The delivery period of the Product is 3 months, commencing from the moment of sending the confirmation of the order by Luminext to Customer (and the Agreement is concluded), unless the Parties agree otherwise.
4. Ownership of the Product shall pass to Customer after Customer has fulfilled Luminext all its obligations owed to Luminext in connection with the Product, including any interest and costs.

Article 17. Customer obligations

1. Customer shall not (further) develop, rebuild, redevelop, reconstruct or disassemble the Product, and only use it as an end product.
2. The Product is configured by Luminext. Customer is not permitted to install other Services (including but not limited to third-party software) on the Product, or to configure the Product in any other way, whether or not by a third party.
In the event that third party software is installed on the Product and/or configuration takes place by Customer or a third party, any claim to any warranty and/or any liability of Luminext under the Agreement and/or these General Terms and Conditions will lapse.
6. The Product shall be assembled by Luminext at the request of the Customer. If Customer connects and/or assembles the Product with

other third party components, or wishes to connect and/or assemble - whether or not by Luminext - Customer is responsible for these third party components, including the interaction and/or cooperation between the third component and the Product.

Article 18. Returns

1. A Product will be returned directly to Luminext.
2. Luminext will only accept returns of a Product that has not yet been used by Customer, in the original packaging of the Product, and only prior to configuration, installation and/or assembly.
3. Return shipment is at the expense and risk of the Customer.

Article 19. Warranty, damage and repair

1. Customer is obliged to inspect the Product in question immediately after delivery of the Product. In the event of transport damage, visible errors, imperfections and/or defects, Customer must notify Luminext within 24 hours, under penalty of forfeiture of rights, and therefore in any case before Luminext proceeds with the configuration, installation and/or assembly of the Product.
2. Customer is obliged to notify Luminext immediately in writing of defects other than as referred to in Article 19.1 within a maximum of 30 days after Customer became aware of the defect, or should reasonably have known about it, by means of a description of the defect that is as detailed as possible.
3. Contrary to the provisions of Article 19.2, Customer is obliged to report defects with regard to the installation and/or configuration of the Products in writing to Luminext within 6 weeks after installation and/or

configuration by Luminext, under penalty of forfeiture of any right of Customer.

4. After notification of the defect, Luminext will replace or repair the Product within a reasonable period of time, all this to be determined exclusively by Luminext.
5. Minor deviations with regard to specified sizes, battery life, and the like, do not count as a shortcoming on the part of Luminext.
6. The manufacturer's warranty applies to the (parts of the) Products. Customer cannot claim any other guarantees or obligations arising from the law.

Contact details

If, after reading our Terms and Conditions, you have any questions, complaints or comments about these Terms and Conditions, please feel free to contact us in writing or by e-mail (info@Luminext.com).

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