

General terms and conditions of Veko Lightsystems International B.V.

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GENERAL TERMS AND CONDITIONS OF: VEKO LIGHTSYSTEMS INTERNATIONAL B.V.

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GENERAL TERMS AND CONDITIONS OF: VEKO LIGHTSYSTEMS INTERNATIONAL B.V.

Article 1 Definitions

In these general terms and conditions ('General Terms and Conditions'), the terms listed below are defined as follows, unless specifically stated otherwise in the text:

- Supplier: Veko Lightsystems International B.V., i.e. the company that invokes these General Terms and Conditions in its offer and/or order confirmation;
- Customer: the party for whom the offer and/or order confirmation is intended;
- Order/Agreement: the agreement entered into between the Supplier and Customer;
- Written/In Writing: in a letter, email message and in any other way agreed between the parties, not including verbal communication;
- Product: the performance by the Supplier of its obligations towards the Customer under the Agreement, such as delivery of Goods, assembly or installation of Goods, whether or not supplied by the Supplier, contracting work, maintenance, repair and services, such as consulting and inspection;
- Goods: physical objects including any software contained therein.

Article 2 General

- 2.1 These General Terms and Conditions will apply to every order, offer and agreement between the Supplier and the Customer to the extent that these General Terms and Conditions have not been expressly deviated from by the parties in writing.
- 2.2 These General Terms and Conditions also apply to agreements with the Supplier that the Supplier performs using the services of third parties.
- 2.3 Applicability of any (general) terms and conditions of the Customer is expressly excluded. Such (general) terms and conditions will not be binding on the Supplier.
- 2.4 If the Supplier enters into Agreements with the Customer more than once, these General Terms and Conditions will always apply to all subsequent Agreements, whether or not they have been explicitly declared applicable.
- 2.5 If one or more of the provisions of these General Terms and Conditions are null and void or may be voided, the remaining provisions of these General Terms and Conditions will continue to apply.

Article 3 Offers, orders, and agreements

- 3.1 All offers, in any form, are without obligation, and may be revoked up to three (3) business days after acceptance.
- 3.2 Agreements to which the Supplier is a party will be deemed to have been entered into:
 - a) after both parties have signed an agreement drawn up for that purpose; or
 - b) upon receipt and written acceptance of the order confirmation by the Customer of an offer issued by the Supplier; or
 - c) in the absence thereof, by delivery of the Goods to and acceptance of the Goods by the Customer.
- 3.3 In the case of verbal agreements, the invoice is deemed to accurately and completely reflect the Agreement, subject to grievance within thirty days of the invoice date.
- 3.4 Additional work is any performance by the Supplier in consultation with the Customer, whether in writing or not, in addition to the Agreement. The Supplier may charge for additional work separately as soon as the amount to be charged for it is known to the Supplier. Articles 3.6 to 3.10 of these General Term and Conditions will apply mutatis mutandis to the calculation of additional work.
- 3.5 If a natural person concludes an Agreement on behalf or for the account of another natural person, they - by signing the Agreement - declare that they are authorised to do so. This person will be jointly and severally liable, in addition to the other natural person, for all obligations arising from the Agreement.
- 3.6 The Supplier reserves the right to refuse an Order without having to state reasons.

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- 3.7 If the Customer's acceptance deviates from the offer included in the quotation, the Supplier will not be bound by it. In that case, the Agreement will not come into effect in accordance with this deviating acceptance, unless the Supplier states otherwise.
- 3.8 The prices in the offers are stated in euros and exclusive of VAT, disposal charge, other government levies and taxes, as well as exclusive of installation costs, commissioning costs, storage, packaging, shipping and any transport, repair and travel costs based on delivery ex works, unless expressly agreed otherwise, in accordance with the Incoterms (International Commercial Terms) in force on the date of offer.
- 3.9 In case of delivery on a COD basis, the Supplier will always charge the Customer COD charges.
- 3.10 The Supplier is entitled to charge an admin fee for small orders.
- 3.11 The Supplier is entitled to part invoice the order.
- 3.12 A composite quotation does not oblige the Supplier to perform part of the order at a corresponding part of the quoted price.
- 3.13 Offers or quotations do not apply to follow-up orders.

Article 4 Models/images

- 4.1 If a model, demo or image has been shown to the Customer, it is assumed to have been shown for information purposes only, unless it is expressly agreed that the Goods to be delivered will correspond to the model, demo or image in their entirety.
- 4.2 The models, images, numbers, sizes, weights and/or descriptions included in the catalogues, website, offer and/or price list are shown for information purposes only.

Article 5 Performance of the Agreement/installation

- 5.1 The Supplier agrees to perform the Agreement to the best of its insight and ability and to a high standard.
- 5.2 The Supplier will determine the manner of performance of the Agreement, to the extent that this has not been specifically agreed otherwise in writing between the parties.
- 5.3 The Supplier is not liable for loss or damage, of any nature whatsoever, resulting from the Supplier having relied on incorrect and/or incomplete details provided by the Customer.
- 5.4 The Supplier has the right to have work performed by third parties.
- 5.5 If the Customer will itself take care of procuring certain materials and/or arranging the performance of certain parts of the work, the Customer will be liable for late delivery of those materials and/or late performance of that work.
- 5.6 The Customer will ensure that all details and approvals that the Supplier indicates are necessary or that the Customer should reasonably understand are necessary for the performance of the Agreement, are provided to the Supplier in a timely manner. If the details and approvals necessary for the performance of the Agreement are not provided to the Supplier in a timely manner, the Supplier will have the right to suspend performance of the Agreement and/or to charge the Customer the additional costs resulting from the delay in accordance with the usual rates.
- 5.7 If it has been agreed that the Agreement will be performed in stages, the Supplier may suspend performance of those parts pertaining to a subsequent stage until the Customer has approved in writing the results of the preceding stage.
- 5.8 If the commencement or progress of the work to be performed by the Supplier is delayed by factors for which the Customer is responsible, the resulting losses and costs for the Supplier will be compensated by the Customer.
- 5.9 If work is performed by the Supplier or third parties engaged by the Supplier in the context of the order on the Customer's site or on a site designated by the Customer, the Customer will provide the facilities reasonably required by those employees free of charge;
- 5.10 The Customer will ensure that the Supplier has timely access to:
 - the building where the work is to be performed, with paved floors, freely accessible to climbing equipment on wheels or aerial work platforms;
 - adequate facilities for the supply and removal of materials and resources on paved roads;
 - equipment connection options;
 - facilities to store the linear lighting solutions in the room where they are to be installed;

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- 5.11 Installation extends only to installation of linear lighting solutions.
- 5.12 Lighting calculations are non-binding and approximate. The customer must still allow for plus and minus tolerance due to unknown factors, such as lamp and reflection tolerances.

Article 6 Amendment of the Agreement

- 6.1 If it becomes evident during the performance of the Agreement that it is necessary to change / or add to the work to be performed, the parties will amend the Agreement accordingly in a timely manner and in mutual consultation.
- 6.2 If the parties amend and/or add to the Agreement, the time of completion of performance may be affected. The Supplier will notify the Customer as soon as possible.
- 6.3 If the amendment and/or addition to the Agreement has financial and/or quality-related consequences, the Supplier will notify the Customer as soon as possible.
- 6.4 If the Supplier has to make new drawings, calculations, models, etc. due to an amendment to the Agreement, the Supplier will charge the Customer for the additional costs involved.
- 6.5 If a fixed price has been agreed upon, the Supplier will thereby indicate to what extent the amendment or addition to the Agreement will result in an additional charge on top of the fixed price. Exceeding the agreed price will be considered additional work.
- 6.6 Additional work or work reductions will be settled:
 - a) in case of amendments to the Agreement or the conditions of performance;
 - b) in case of deviations from the amounts of the approximate estimates;
 - c) in case of deviations from offsettable quantities.
- 6.7 Approximate estimates are amounts specified in the Agreement that are included in the contract price and are intended for either:
 - material procurement; or
 - procurement and processing of materials; or
 - performance of work that, on the day of the Agreement, is not sufficiently precisely determined and must be completed by the Customer.With respect to each approximate estimate, the contract will specify to which it relates.

Article 7 Supply

- 7.1 Goods will be supplied:
 - within the Netherlands (not including the Wadden Islands): carriage paid to the address of the Customer, or to the site where the Supplier will perform the work;
 - within Belgium, Germany, Luxembourg, Austria and the Wadden Islands: DDP according to the Incoterms in effect on the date of offer to the Customer's address, or to the site where the Supplier will perform the work;
 - beyond: ex works according to the Incoterms in effect on the date of offer; unless specifically agreed otherwise in writing.
- 7.2 If the Supplier delivers the Goods, this will always take place at the delivery address last known to the Supplier as provided by the Customer.
- 7.3 The Goods to be delivered will be delivered to the ground floor of the project site, provided that the unloading or assembly site is easily accessible by paved roads.
- 7.4 When unloading the Goods to be delivered, the Customer will provide assistance.
- 7.5 The Customer will take delivery or receipt of the Goods immediately after completion. If the Goods are available to the Customer or are offered for delivery to the Customer, but the Customer does not take delivery of them for whatever reason, delivery will take place by written notice from the Supplier.

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- 7.6 If the Customer refuses to take delivery or fails to provide information or instructions necessary for the delivery of Goods, the Supplier will be entitled to store the Goods at the Customer's expense and risk. If the Customer does not take delivery within three weeks, the Supplier will be entitled to sell these Goods to another party. If this fails, the Supplier will be entitled to destroy the Goods. Any losses sustained by the Supplier in the event of resale or destruction will be borne by the Customer.
- 7.7 If the Supplier requires details from the Customer as part of the performance of the Agreement, the delivery time will commence after the Customer has made these details available to the Supplier.
- 7.8 If the Supplier has specified a term for delivery, this will be an indication only. A stated delivery time is, therefore, never a deadline. If a delivery term is exceeded, the Customer must give the Supplier written notice of default.
- 7.9 Supplier will be entitled to charge an advance. After payment of the advance, delivery to the Customer or performance will take place and the agreed delivery time will commence, unless the parties have agreed otherwise.
- 7.10 If performance of the Agreement is delayed by an act or omission of the Customer or by circumstances attributable to the Customer, the Supplier may extend the delivery time by a period, which, taking all circumstances into account, is necessary. This also applies if the cause of the delay does not occur until after the agreed delivery time.
- 7.11 If the Customer remains in default of taking delivery of the Goods after notice of default, the Supplier will be entitled to charge the Customer for the resulting costs, such as storage costs and losses, without prejudice to the Supplier's right to terminate the Agreement.
- 7.12 If the Customer wishes to return a Product and/or Goods in connection with circumstances at the Customer's risk (including, but not limited to, placing a wrong order or cancelling an order), the Supplier is entitled to charge the Customer return costs. The return costs will be 20% of the purchase price paid by the Customer for the Product and/or Goods. Return shipments must be sent postage prepaid in undamaged condition and original packaging.

Article 8 Completion, examination, complaints

- 8.1 The Customer is under an obligation to examine the Product, or have it examined, at the time of delivery or supply. Complaints regarding the Product must be reported by the Customer directly to the Supplier by telephone within two days. A written confirmation of the complaint submitted by telephone must be received by the Supplier within five days of delivery and must contain as detailed a description as possible of the shortcoming so that the Supplier is able to respond adequately.
- 8.2 Damage to the packaging or Goods must be noted on the packing slip/shipping bill and reported to the Supplier in writing.
- 8.3 The following situations can never give rise to any complaints:
 - discrepancies in the lighting calculations;
 - the typesetting, printing or writing errors in the catalogues, website, offer and/or price list.
- 8.4 After submitting a complaint, the Supplier will process the complaint as soon as possible.
- 8.5 In the event of complaints by the Customer, the Customer will remain obliged to take delivery of and pay for the Goods purchased. If the Customer wishes to return defective Goods, this will be done only with the prior written consent of the Supplier. Returns must be sent postage paid in undamaged condition and original packaging.
- 8.6 If a complaint is justified, the Supplier will replace, repair or redeliver the delivered Goods, at the Supplier's discretion. However, the Supplier will in all cases be liable only within the limits of the provisions of the 'Warranty' and 'Liability and Indemnity' articles.

Article 9 Risk transfer

- 9.1 If the Customer refuses to take delivery of the Goods, the Supplier's receivables from the Customer, including costs of transport and storage, will be immediately due and payable.
- 9.2 The risk of loss of or damage to the Goods that are the subject of the Agreement will pass to the Customer at the moment when these Goods are legally and/or actually delivered to the Customer and thereby brought under the

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control of the Customer or a third party designated by the Customer, or when the Goods are ready for delivery, after the Customer has been notified thereof in writing.

9.3 If the Supplier arranges for transport of the Goods that are the subject of the Agreement, this will take place entirely at the expense and risk of the Customer. The Customer must take out its own proper insurance.

Article 10 Force majeure

10.1 In these General Terms and Conditions, force majeure is defined as any circumstance independent of the Supplier's will - even if it was foreseeable when the Agreement was entered into - which permanently or temporarily prevents performance of the Agreement by the Supplier or makes it unreasonably onerous, and, insofar as not already included, war, threat of war, civil war, riots, strikes, lockouts, transport difficulties, import and export restrictions, government measures, fire, terrorism, epidemics and pandemics, natural disasters, extreme weather conditions, limited availability of energy, power outages, failure of internet, computer network and telecommunication facilities, cybercrime and defects and delays in delivery by suppliers as a result of circumstances mentioned in this paragraph.

10.2 If the Supplier is temporarily unable to perform the Agreement due to force majeure or only in a manner that is unreasonably onerous for it, it will have the right to suspend performance of the Agreement. If the force majeure situation still persists after six months, each party will be entitled to terminate the Agreement in whole or in part. Each party will, furthermore, be entitled to terminate the Agreement in writing in whole or in part with immediate effect if, after occurrence of the force majeure situation, it is or becomes clear that performance of the Agreement by the Supplier will be impossible or unreasonably onerous for more than six months.

10.3 In the event of suspension and termination pursuant to Article 10.2, the Supplier will not be under an obligation to pay compensation. The Supplier will then be entitled to demand payment of the costs it has incurred for the raw materials, resources, parts and other Goods purchased, reserved, processed and manufactured by it for performance of the Agreement. In the event of termination pursuant to Article 10.2, the Customer will be obliged to take delivery of said Goods after payment of said costs. If the Customer fails to do so, the Supplier will be authorised to store these Goods at the Customer's expense and risk or to sell or destroy them at the Customer's expense.

Article 11 Suspension and termination

11.1 The Supplier is entitled to suspend performance of the obligations or to terminate the agreement, if:

- the Customer does not fulfil its obligations under the Agreement, or does not do so on time or in full;
- the Supplier becomes aware of circumstances after entering into the agreement that give the Supplier good reason to fear that the Customer will not fulfil its obligations, or not fulfil its obligations on time or in full.
- the Customer was asked, at the time of signature of the Agreement, to provide security for the performance of its obligations and this security has not been provided or is inadequate.

11.2 Furthermore, the Supplier will be entitled to terminate the Agreement or have it terminated if circumstances arise that are of such a nature that performance of the Agreement cannot possibly be required or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise that are of such a nature that unaltered maintenance of the Agreement can no longer reasonably be expected.

11.3 The circumstances referred to in paragraph 2 include the following: a strike by the Supplier's employees, war, exchange rate increases, increase in the cost of raw materials, resources, semi-finished products or services required for performance of the Agreement, increase in shipping costs, wages, employer's contributions, social insurances, the costs associated with other terms and conditions of employment, transport, introduction of new and/or increase in existing government levies, import and export duties or other levies and/or taxes at home and abroad, or, in general, such circumstances that are comparable to one and/or the other.

11.4 If the Agreement is terminated, the Supplier's receivables from the Customer will be immediately due and payable. If the Supplier suspends performance of its obligations, it retains its receivables under the law and the Agreement.

11.5 The Supplier always reserves the right to claim compensation.

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Article 12 Cancellation

- 12.1 If the Customer terminates the Agreement without the Supplier's prior written approval, the Customer will be obliged to pay the full price without summons or notice of default, less any costs saved by the Supplier, without prejudice to the Supplier's right to full compensation including lost profits.
- 12.2 If, upon cancellation, the Customer refuses to take delivery of the Goods already purchased and/or produced by the Supplier, especially for the Customer, whether processed or unprocessed, the Customer will in addition be obliged to pay the Supplier all resulting costs.
- 12.3 If Goods are (temporarily) unavailable, the Customer will be notified by the Supplier no later than one month after receipt of the order. In this case, the Customer may cancel the order free of charge. If the Customer has already paid the Supplier for the Goods, the Customer will be refunded or the amount will be offset against amounts that the Customer still has to pay the Supplier.
- 12.4 The Agreement must be terminated in writing by registered post.

Article 13 Price and costs

- 13.1 The Supplier is entitled to change prices in the interim (for example, in connection with price level increases and inflation). In any event, the Supplier's prices will be adjusted annually for inflation at a rate of at least 1.5%.

Article 14 Payment

- 14.1 Unless agreed otherwise in writing, payment will be made without any deduction, discount or set-off and without suspension on account of any alleged or actual failure on the part of the Supplier, into the Supplier's bank account stated on the invoice within thirty days from the invoice date, failing which the Customer will be in default. Objections to the amount due on invoices will not suspend the payment obligation.
- 14.2 If the Customer is in default, the Supplier will be entitled, without further summons or notice of default, to charge the Customer interest from the due date at a rate of three (3) percent above the legal interest rate for commercial contracts applicable in the Netherlands, as specified in Section 6:119(a) and Section 6:120(2) of the Dutch Civil Code, without prejudice to the Supplier's other rights.
- 14.3 In the event of liquidation, (filing for) bankruptcy, receivership, death, admission of the Customer to a statutory debt rescheduling programme under the Natural Persons Debt Rescheduling Act (Wet Schuldsanering Natuurlijke Personen), attachment or (provisional) suspension of payments on the part of the Customer, the Supplier's receivables from the Customer will be immediately due and payable.
- 14.4 Payments will first go towards covering the costs, then towards the interest due, then towards the current interest and finally towards the principal sum.
- 14.5 The Customer will not be permitted to offset any payables against receivables unless the Supplier has unconditionally acknowledged the counterclaim.

Article 15 Collection costs

- 15.1 If the Customer has not paid within the stipulated period, the Customer will be obliged to pay the actual extrajudicial costs and judicial (collection) costs incurred by the Supplier, unless the collection costs calculated in accordance with the statutory collection rules are higher.
- 15.2 Judicial and execution costs will also be borne by the Customer.

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Article 16 Retention of title, right of lien

- 16.1 All materials and other Goods delivered by the Supplier, whether processed or unprocessed, will remain the property of the Supplier until the Customer has fulfilled all obligations under all agreements entered into with the Supplier, regardless of when those agreements were entered into (extended retention of title).
- 16.2 The Customer is not authorised to sell, pledge or otherwise encumber the Goods subject to retention of title.
- 16.3 The Customer must take out insurance for the Goods subject to the retention of title at new-for-old value. The payout from the insurer will take the place of the aforementioned Goods and will accrue to the Supplier.
- 16.4 In the event that the Supplier wishes to exercise its property rights specified in this article, the Customer hereby gives unconditional and irrevocable permission to the Supplier or third parties to be appointed by the Supplier to enter all those places where the Supplier's property is located and to take back those Goods.
- 16.5 The Supplier has the right of retention as long as:
 - the Customer has not paid the cost of the work or not in full;
 - the Customer has not paid any or all of the costs of previous work;
 - the Customer has not paid other amounts due to the Supplier or not in full.The Supplier will not deliver until the Customer has paid all amounts due to the Supplier or after the Customer has provided adequate security.

Article 17 Warranty

17.1 General warranty conditions

- 17.1.1 The Goods delivered by the Supplier will comply with the technical requirements and specifications required by Dutch law.
- 17.1.2 The warranty period starts on the invoice date.
- 17.1.3 Defects must be reported in writing by the Customer to the Supplier within thirty (30) days of discovery of the defect, or within thirty (30) days of when the defect could reasonably have been discovered.
- 17.1.4 If the original Product is no longer available, the Supplier is under an obligation – in the event of redelivery – to supply a minimum equivalent alternative.
- 17.1.5 In case of redelivery/delivery of LED modules/fixtures by the Supplier, light colour/luminous flux may deviate from the original delivered products.
- 17.1.6 The warranty on a Product shall expire if and when any modifications or additions are made to the Product after delivery, whether by a third party or otherwise. In such cases, the assembly, disassembly, and/or replacement of Products, structures or other parts of the installation will no longer be covered. The Customer will be responsible for this and will bear the cost thereof, including the cost of access for any repair efforts by the Supplier under the warranty.
- 17.1.7 The Supplier will never be liable for any consequential loss, including loss of profit or (other) trading loss, arising from defects in the Product.
- 17.1.8 As long as the Customer does not fulfil its (financial) obligations arising from an Agreement entered into with the Supplier, the Customer cannot invoke the warranty provisions set forth in this Article 17.
- 17.1.9 A defective and/or faulty Product must be reported in writing by sending a fully completed RMA form to service@veko.com, after which the Product must be returned to the Supplier by return of post, stating the return number.
- 17.1.10 All replacement products and/or parts (of products) may contain new and/or recycled materials. The performance and reliability of the recycled materials are equal to those of new materials.
- 17.1.11 The Supplier is entitled to use the data derived from the Light Management System (LMS) for product improvements.
- 17.1.12 The Supplier reserves the right to change the warranty provisions set forth in this Article 17 from time to time. Any such changes will apply to all Agreements entered into and/or all orders placed on or after the effective date of the change.

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17.2 Warranty period

- 17.2.1 The Supplier uses a standard warranty period of five (5) years on linear lighting solutions with LED fixtures.
- 17.2.2 The Supplier maintains a warranty period of three (3) years for batteries and emergency modules for the purpose of emergency fixtures. A warranty period of five (5) years applies to sensors supplied by the Supplier.
- 17.2.3 The Supplier maintains a warranty period of five (5) years for the hardware components of light management systems, including external and/or internal controllers or gateways. Servers, operating software and the light management software are expressly excluded from this warranty. In that case, only the statutory regulations regarding product liability apply.
- 17.2.4 If and to the extent that the Supplier has installed linear lighting solutions on site, a warranty period of five (5) years will apply to the installation service provided, subject to the Customer's compliance with the applicable installation conditions.
- 17.2.5 No warranty is given for other materials supplied by the Customer or by third parties (whether or not built into the Supplier's Products).

17.3 Provisions regarding service and replacement work by the Supplier

- 17.3.1 Replacement and maintenance work not covered by the warranty may be performed by the Supplier at the labour and call-out rates as they are at that time, plus the cost of an aerial work platform, if one is needed for the work.
- 17.3.2 The Supplier has the appropriate HSE certificate and its engineers have the necessary personal protective equipment (PPE). The Customer will ensure a safe working environment for the Supplier's engineers in accordance with the applicable occupational health and safety regulations.
- 17.3.3 During replacement and maintenance work, the fixtures should be freely accessible with a standard scissor lift. If not, any additional costs incurred as a result will be charged to the Customer.
- 17.3.4 The Supplier will perform replacement and maintenance work on working days between 7am and 6pm. The Supplier should be enabled to carry out the work in one session or in consecutive sessions. If this is not possible, the Customer may be charged additional costs.
- 17.3.5 The Supplier reserves the right to reject costs claimed in arrears.

17.4 Warranty conditions

- 17.4.1 The Products must always be installed as per the instructions for use and installation, and in compliance with the NEN1010, NEN3140, and EN50160 standards. Installation manuals are included and also available from the Supplier's website. Non-compliant installation of the Products will void the warranty.
- 17.4.2 The Supplier (including any member of the Supplier's staff) will be granted access to the defective Product or system to check for possible non-conformity.
- 17.4.3 The Product must be used within the tolerance limits stipulated by the Supplier on the specification and data sheets.

17.5 Limitation of warranty

- 17.5.1 The Customer must show proof of purchase in order to qualify for warranty.
- 17.5.2 Manufacturing defects do not include loss or damage due to improper, careless or inexpert use/maintenance or failure to comply with instructions for use/maintenance by the Customer.
- 17.5.3 The warranty covers repair or replacement of the purchased Goods or Product.

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17.6 Expiry of warranty

17.6.1 The warranty will in any case be voided if

- the Customer or a third party adapts, modifies, mixes, alters, or makes improper use of or conducts improper repairs to the supplied items without the Supplier's written consent;
- installation was not performed in accordance with the instructions for use;
- the Customer adds components to the product that are not of the 'Veko' brand or without written release of compatibility by the Supplier;
- the specified limits and power supply standards of the Product are exceeded by altering the electrical power supply, causing current spikes, overvoltage or undervoltage and/or ripple currents on control systems;
- there are defects due to external influences, which are not predetermined;
- there is a case of force majeure as referred to in Article 10 of these General Terms and Conditions.

Article 18 Liability and indemnification

18.1 If the Supplier is liable, liability will be limited to the liability set forth in this Article 18, subject to fulfilment of the warranty obligations described in Article 17.

18.2 The Supplier will never be liable for:

- deviations, damage, errors and defects that have gone unnoticed in the Goods approved by Customer;
- deviations, damage, errors and defects due to incorrect installation or use by the Customer or a third party;
- indirect losses, including consequential losses, lost profits, missed savings and losses due to business interruption;
- losses resulting from rejected raw materials due to changes in environmental legislation after the Agreement was entered into;
- losses resulting from unlawful, improper or unprofessional use by the Customer or a third party of the delivered items or failure to comply with the instructions for use.

18.3 If the Supplier is liable for losses, liability will be limited to a maximum of the amount of the payout from the Supplier's insurer, or at least to a maximum of the invoice amount, or at least that part of the invoice to which the liability relates.

18.4 The Supplier will never be liable for losses arising from any advice given. Advice is always given on the basis of the facts and circumstances known to the Supplier and in mutual consultation, with the Supplier always taking the Customer's intention as a guideline and starting point.

18.5 Any claims for losses must be submitted to the Supplier in writing without delay, but no later than thirty (30) days after the loss occurs.

18.6 The limitations of liability for losses contained in these General Terms and Conditions do not apply if the loss is due to intentional or deliberate recklessness on the part of (employees belonging to the management of) the Supplier.

18.7 The Customer will indemnify the Supplier against all third-party claims for compensation for losses in connection with the performance of the Agreement.

Article 19 Intellectual property and copyright

19.1 Without prejudice to the provisions of these General Terms and Conditions, the Supplier reserves the rights and powers to which the Supplier is entitled under intellectual property law and the Dutch Copyright Act.

19.2 All Goods sold and/or produced by the Supplier and (light) designs, sketches, drawings, files and brochures provided are exclusively intended to be used by the Customer and may not be reproduced, resold, processed, modified, copied, reproduced, made public, or brought to the notice of third parties by the Customer without the Supplier's prior permission, unless this ensues from the nature of the Goods sold or provided.

19.3 The Customer acknowledges the intellectual property rights to which the Supplier is entitled, including trademark rights, design rights, trade name rights and copyrights, and will not infringe or cause them to be infringed.

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Article 20 Packaging

- 20.1 If the Supplier provides reusable packaging, the Customer will, at its own expense, return the packaging empty, cleaned and undamaged within thirty (30) days after delivery.
- 20.2 All costs of repair, replacement and cleaning will be charged in full to the Customer.

Article 21 Export

- 21.1 If an import certificate or licence is required for the import of the Goods into the country of destination, the Customer warrants that such import certificate or licence has been or will be obtained prior to shipment, failing which the Customer will be liable for any resulting loss.

Article 22 Translation of these General Terms and Conditions

- 22.1 Only the Dutch-language version of these General Terms and Conditions is authentic. If a translation differs in any way, the Dutch text will prevail.

Article 23 Applicable law, disputes

- 23.1 The relationship between the Supplier and the Customer and all legal actions resulting from this relationship will be governed exclusively by Dutch law. The Vienna Sales Convention is expressly excluded.
- 23.2 Any disputes between the parties will in the first instance be settled by the competent court of the District Court of North Holland.

Article 24 Filing

- 24.1 These General Terms and Conditions were filed at the offices of the Netherlands Chamber of Commerce in Alkmaar under number 37041869.

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