

**Art. 1: Definitions**

"**BB Light Solutions**": a brand of Techno Specials for all lighting propositions.

"**Buyer**": the person to whom Products are offered by Seller or with whom Seller has an Agreement.

"**Order**": any order given by Buyer to Seller to deliver Products.

"**Agreement**": the agreement between Seller and Buyer to deliver the Products. "Products" means the goods and/or services offered or supplied by Seller.

"**Seller**": Techno Specials NV, established at Krimperslaan 1, 9140 Temse and registered in the Crossroads Bank for Enterprises under number 0821.689.869.

Buyer and Seller shall each be referred to individually as a "**Party**" and collectively as the "**Parties**."

**Article 2: Applicability**

These general terms and conditions are applicable to all legal relationships in which the Seller acts as (potential) seller and/or supplier of Products, including all offers by the Seller in respect of Products, Orders and the acceptance thereof by the Seller, except if and insofar as the Seller and the Buyer have agreed in writing to deviate from them.

These terms and conditions shall prevail over any terms and conditions of the Buyer.

**Art. 3: Agreement**

All offers made by the Seller are without obligation. An Agreement is concluded only when the Seller itself accepts the Order(s) in writing or commences its execution. Acceptance of an Order by an agent or representative does not bind the Seller. The Seller is at all times entitled to refuse an Order or to attach certain conditions to the delivery of the Products.

**Art. 4: Prices**

All prices and amounts are exclusive of VAT and any other duties and taxes, unless expressly agreed otherwise. If changes occur in cost price factors, such as the cost of materials, government measures, taxes, import duties or other levies, as well as exchange rates, Seller has the right to increase the price accordingly.

**Art. 5: Delivery**

The risk regarding the Products shall pass to the Buyer at the moment of delivery of the Products, without prejudice to the provisions below. From the moment the risk has passed to the Buyer, the Buyer shall indemnify the Seller against any third parties' claims.

The method of transporting the Products shall be determined by the Seller. The Products are always transported at the Buyer's risk.

For delivery of the Products in Belgium, depending on the amount of the Order, the cost of delivery is mentioned in the order confirmation. For delivery of the Products outside

Belgium, Buyer and Seller will agree on the minimum amount per Order and the transport costs due by Buyer on an individual basis.

All costs for special shipment, such as but not limited to express shipments, shall be borne by the Buyer.

Delivery times given by Seller are indicative only and are not binding on Seller. Failure to meet delivery dates shall not entitle the Buyer to rescind or otherwise cancel the Agreement or Order or refuse to take delivery of the Products.

The Seller is entitled, as specified in the Order, to make partial deliveries and to invoice partial deliveries separately, or to combine current Orders and/or ordered Products and deliver them in one delivery. If partial deliveries are not desired by the Buyer, this must be explicitly stated by the Buyer in the Order. If the Buyer does not state any length requirements, it agrees to the part lengths as produced.

Cut lengths and production lengths will not be taken back. Partial processing of delivered Products is equivalent to acceptance of delivery of the Product.

Buyer agrees that for certain types of cable, a minimum quantity to be purchased ("MOQ") may be requested.

Buyer is obliged to give Seller the necessary instructions regarding place and time of delivery in a timely manner. If Buyer fails to do so and once the Products are ready for delivery, Seller shall be entitled to charge the resulting costs, such as storage, transport and administration costs, and the Products shall be at Buyer's risk.

If Seller delivers Products cash on delivery, then the cash on delivery costs shall be borne by Buyer.

Upon delivery of the Products the Buyer shall be obliged to inspect whether the Products are in accordance with the Agreement, undamaged and without defects, subject to the provisions of articles 10, 11 and 12 of these general terms and conditions.

**Art. 7: Retention of title**

As long as the Buyer has not fully fulfilled all payment obligations towards the Seller under any Agreement and/or Order, including interest and costs, the delivered or to be delivered products delivered or to be delivered shall remain the Seller's property.

The Seller shall be entitled to immediately recover the Products itself or have them recovered from the place where they are located. The Purchaser hereby authorizes the Seller to enter the premises used by or for the Purchaser for that purpose.

All costs associated with the retrieval of Products shall be borne by the Buyer. Furthermore, the Seller has the right to recover any damage to the Products from the Buyer or to charge the Buyer for any decrease in the value of the Products.

During the period of retention of title, the Buyer may only dispose of Products in the normal course of its business. The Buyer is prohibited from disposing of, pledging or otherwise encumbering the Products, renting them out, lending them out or removing them from its control in any other way or under any other title during that period. Furthermore, Buyer is obliged to adequately insure the Products during this period.

If Buyer forms a new item from or partly from the Products referred to in the first paragraph, the item becomes immovable by incorporation or is mixed with any other movable item, this is an item that Buyer holds for Seller as owner until all obligations referred to in the first paragraph have been fulfilled.

The Buyer is obliged to notify the Seller without delay in the event that third parties assert rights to the Products delivered by the Seller under retention of title or he has knowledge that third parties intend to assert rights to the aforementioned Products.

#### **Art. 8: Security**

If the Buyer fails to fulfil its obligations within 5 calendar days after the Seller has served registered notice of default (with acknowledgement of receipt), the Buyer is obliged, at the Seller's first request, to provide adequate security, in the form requested by the Seller, for the full performance of all its obligations with regard to agreements performed or still to be performed in full or in part by the Seller, and this within 14 calendar days after the Seller's request, failing which the Seller without prejudice to his other rights, entitled to suspend further delivery and whereby all that the Buyer owes the Seller becomes immediately due and payable by operation of law.

#### **Art. 9: Intellectual Property.**

Buyer shall not infringe Seller's intellectual property rights. The Buyer is not permitted to use trademarks, patents, utility models, trade names, domain names, copyrighted works and/or databases of the Seller and/or its affiliates. The Buyer is prohibited from disclosing confidential information obtained from the Seller to third parties in any manner whatsoever, except to the extent required by applicable law. If the provisions of this article are violated, the Buyer shall owe an amount of EUR 5,000 for each violation, irrespective of all other rights of the Seller including, but not limited to, the right to performance, dissolution, compensation for damages actually suffered, etc.

#### **Art. 10: Guarantee/complaints**

Complaints regarding non-visible defects must be notified to Seller in writing within a period of 15 calendar days from the time such defects are discovered or reasonably should have been discovered. Complaints concerning invoices must be submitted in writing to Seller within 15 calendar days from the invoice date. Upon expiration of the above deadlines for complaints, all potential claims associated therewith shall expire and the Products shall be deemed to have been received in good condition.

The Purchaser shall under no circumstances be able to assert any claims against the Seller if the Purchaser itself makes any changes to the Products and/or packaging or has them made by third parties, or if the Products are used inexpertly or for a purpose other than that for

which they are intended, or are inadequately maintained and/or stored, or are repaired by third parties, or if the defect to the Products can otherwise be attributed to the Purchaser.

In any case, Seller is only bound to deliver the missing part, replace the delivered Products to which the complaint relates or refund the price to Buyer against return of the Products, at Seller's option. Buyer is obliged to follow Seller's instructions regarding the storage or return of the Products to be replaced.

**Art. 11: Return shipments**

The Buyer is only entitled to return Products when the Seller has given its written consent after notification. If the Buyer returns Products to the Seller without notification and written permission from the Seller, the Seller will not replace, credit or make any other compensation. Return shipments of delivered Products shall in all cases be at the Buyer's expense and risk and shall not affect Seller's right not to accept the returned Products.

**Art. 12: Quantities**

Deliveries are always made subject to the usual manufacturing deviations. Minor deviations with respect to stated specifications, such as quantity and weight, shall therefore not count as shortcomings. In any case, deviations of 10% or less are always considered minor.

**Art. 13: Dissolution/removal**

If the Buyer fails to meet any of its obligations under the Agreement or fails to do so properly or on time, as well as in the event of bankruptcy, suspension of payment, judicial composition, the placing of the Buyer under provisional administration, or the appointment of a company mediator for the Buyer, or the closing down or liquidation of its business, the Seller, at its discretion, will be entitled by operation of law and without prior notice of default, without any obligation to pay compensation and without prejudice to its other rights, including the right to dissolve the Agreement in whole or in part or to suspend (further) performance of the Agreement.

If proper performance by the Seller is temporarily or permanently wholly or partly impossible as a result of one or more circumstances which cannot be attributed to the Seller or which are not at the Seller's risk, including the circumstances referred to in the following paragraph, the Seller shall be entitled to dissolve the Agreement or to suspend its performance, without being liable for compensation.

**Art. 14: Force Majeure.**

Force majeure is any cause beyond Seller's power and/or control, including but not limited to war; strikes, lockout or labor disputes; embargoes, government orders; failures of any telecommunications network; epidemics, pandemics; import, export and/or transit bans, non-performance obligations by suppliers, disruptions in production; natural and/or nuclear disasters or any other cause beyond the reasonable control and/or power of Seller.

The Seller shall not be liable for any failure or delay in performing its obligations with respect to the Contract, including failure to meet any deadline, if such failure or delay is due to a Force Majeure Event.

In the event of force majeure, each Party shall have the right to terminate the Agreement without charge.

**Art. 15: Liability**

Except in case of wilful misconduct or gross negligence of the Seller or its appointees, the Seller shall not be liable for any damages.

The contractual and/or extra-contractual liability in the event of gross negligence of the Seller or in the event of intent and/or gross negligence of its appointees shall be limited to the amount of the Order.

The Vendor shall never be liable for consequential damage, including, among other things, lost profits, losses suffered and costs incurred, as well as missed orders and missed savings, damage due to production or business interruptions or stagnation.

The Buyer is deemed to know the specifications and capabilities of the Products to be ordered by him. He is solely responsible for the application/use for which it is intended.

**Art 16: Other provisions**

Deviations from and additions to the Agreement and these general terms and conditions are only valid if they have been agreed in writing.

The invalidity or unenforceability of one or more (parts of) provisions of the Agreement or these general terms and conditions shall never result in the invalidity or unenforceability of the entire Agreement or the general terms and conditions.

The Seller and the Buyer may replace the invalid or unenforceable provision in good faith and by mutual agreement with a valid and enforceable provision that most closely matches the intention of the Parties and the scope and/or purpose of the invalid or unenforceable provision.

The Buyer may not assign the Agreement or rights and obligations thereunder to third parties without the express prior written consent of Seller to third parties. Seller is entitled to assign its rights and obligations under the Agreement with Buyer to a third party to be designated by it.

**Art. 17: Applicable law and competent courts**

All legal relations between Seller and Buyer shall be governed by Belgian law. The applicability of the provisions of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods is expressly excluded.

All Contracts shall be deemed to have been concluded at the Seller's business address. In the event of any dispute, the Ghent Commercial Court, Ghent Division, shall have exclusive jurisdiction.