

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF LUMOSA LIGHTING B.V. - version October 2022

These General Terms and Conditions of Sale and Delivery (“T&C”) apply between the user of these T&C, Lumosa Lighting B.V., with its registered office at Ekkersrijt 7055 in (5692 HB) Son en Breugel (Ch. of Comm. no. 86871986) (“Lumosa”) and the contracting party of Lumosa (the “Customer”). The T&C pertain to all goods offered and delivered by Lumosa in the field of sports lighting, public lighting, industrial lighting, site lighting and related products (the “Product” or “Products”).

1. General provisions

1.1. These T&C apply to and form part of all offers from, orders to and contracts with Lumosa in respect of the delivery of Products. The applicability of the Customer’s general terms and conditions is expressly excluded in this regard.

1.2. Lumosa may unilaterally amend these T&C. In that case Lumosa will inform the Customer of the amendments in writing. If the Customer does not wish to accept the amendments, it may terminate the contract within 30 calendar days from the date of the amendment, without being entitled to compensation. If the Customer does not give notice of termination within the said term, the amendments will enter into force after the expiry of that term.

1.3. If the text in these T&C is in conflict with the text in the offer or the contract, then the text of the offer or, if the order is accepted, the text of the contract will prevail.

1.4. If any provisions of the contract or these T&C, or part thereof, prove to be null and void or voidable, the contract and the T&C will remain in force. The parties will then enter into consultations in order to agree on a new provision to replace the null and void/voided provision. This new provision must be in line with the object and purport of the null and void or voided provision.

1.5. These T&C are available in the Dutch language and in the English language. In the event of any (dispute arising as to) inconsistency between the Dutch text and the English text or a difference in the interpretation thereof, the Dutch text shall prevail.

2. Offers and prices

2.1. The Customer guarantees that, at the time of the offer, it has provided Lumosa with all the correct information that is relevant to the contract, including, but not limited to, all information regarding the object for which and the circumstances under which the Products will be used, and furthermore all information as requested by Lumosa, or information of which the Customer can reasonably understand that it is necessary for the performance of the contract. Lumosa is not liable in the event that the Products are non-conformant because the Customer has provided incorrect information or has failed to provide information.

2.2. An offer made by Lumosa is non-binding and is made on the basis of the prices and specifications applicable at the time of the offer. Lumosa may at all times amend an offer if price-determining factors and/or delivery times change.

2.3. An advertisement or an offer on the website, in brochures and/or similar documentation does not constitute an offer that can be accepted by the Customer. Lumosa reserves the right to make changes to its Products as depicted and described on its website, in brochures and/or similar documentation at any time. The Customer cannot derive any rights from bonuses, discounts or offers given by Lumosa in the past.

2.4. All prices in the offers and/or the contract are in euros and exclude VAT. The price only applies to the Product, excluding its transportation in accordance with Clause 5 and exclusive of any additional goods and services to be supplied, unless these goods and services are explicitly included in the price.

2.5. If Lumosa shows a model or a demo, this is only by way of indication and no rights can be derived from it. The Products to be delivered may deviate from the model or the demo, in the sense that these deviations may concern new versions and/or updates and external differences (in colour, logo, finish, etc.).

2.6. If circumstances occur after the conclusion of the contract that, regardless of whether these circumstances were foreseeable, lead to a price increase of a Product (or parts thereof) of 10% or more, Lumosa will be entitled to unilaterally adjust the price, and the Customer will be required to pay the additional price. If the Customer refuses to pay the additional price, either party may terminate the contract. In that case the Customer is obligated to compensate Lumosa for any costs made in regard of the contract.

3. Conclusion of the Contract

3.1. A contract between Lumosa and the Customer will only be deemed to be concluded after Lumosa has confirmed this in writing or has commenced with the execution of the Customer's order.

3.2. The Customer's acceptance of an offer by Lumosa is irrevocable.

3.3. Lumosa is authorised to engage third parties in the context of the performance of the contract.

3.4. Agreements made with, or promises made by Lumosa's subordinates, or intermediaries and/or third parties engaged by Lumosa, are only binding on Lumosa if Lumosa has confirmed them to the Customer in writing.

4. Payment

4.1. The Customer will pay Lumosa's invoices no later than 30 calendar days after the invoice date, without being entitled to set-off or suspension.

4.2. Any complaint regarding an invoice must be submitted to Lumosa in writing, stating reasons, within the payment term, failing which the right to complain will lapse. Objections against the amount of the invoice will not suspend the Customer's payment obligations.

4.3. Lumosa may always demand advance payment of the invoice, or a part thereof, and/or additional security before delivery of the Products has taken place and, if the Customer refuses the demand, suspend the delivery.

4.4. All of the Customer's charges to Lumosa are designated in order of exigibility to pay 1) the costs, 2) the interest and 3) the principal sums.

4.5. After the payment term as described in paragraph 1 has expired without having been used, the Customer will immediately be in default and will be required to pay Lumosa interest in accordance with Article 6:119a of the Dutch Civil Code and all extrajudicial costs reasonably incurred, including charges for hours spent by Lumosa's staff.

4.6. If Lumosa has reason to believe that the Customer will not be able to meet its obligations and any security provided proves to be insufficient, all claims that Lumosa has against the Customer will become immediately due and payable, as soon as Lumosa informs the Customer in writing thereof.

5. Delivery and risk

5.1. The delivery time indicated by Lumosa is only indicative and never constitutes a deadline. Lumosa will keep the Customer informed of the delivery times of the Products, including any adjustments thereto. Delivery takes place DAP (Delivered at Place), in accordance with the Incoterms 2020.

5.2. The Customer is obliged to accept delivery of the Products at the specified time of delivery. If the Customer fails to fulfil this obligation, Lumosa will be entitled to store the Products at the Customer's expense and risk. In that case, Lumosa will only still deliver the Products once the Customer has paid the invoice for the Products and Lumosa's additional

charges in full. If the Customer has not accepted delivery of the Products within one month of the Products being stored, Lumosa will be entitled to take back the Products in question. This right does not affect the Customer's obligation to indemnify Lumosa for the failure to accept delivery of the Products as well as for the additional charges.

5.3. If Lumosa's production is limited for any reason, Lumosa will be entitled to distribute the available production and Products among its customer base at its own discretion. Depending on the situation, this may result in fewer Products being supplied to the Customer than agreed in the contract, without Lumosa bearing any responsibility or liability in respect of the Customer for any resulting loss.

6. Retention of title

6.1. All Products delivered by Lumosa remain Lumosa's property until the Customer has fulfilled all obligations under the contract concluded between the parties.

6.2. Unless the Products are intended for resale, the Customer is not authorised to sell, pledge or otherwise transfer or encumber the Products subject to the retention of title. This clause has effect under property law within the meaning of Article 3:83 of the Dutch Civil Code.

6.3. All Products delivered to the Customer which are subject to retention of title must be stored separately from other goods and in such manner that they are recognisable as the property of Lumosa.

6.4. If Lumosa wishes to exercise its property rights as referred to in this clause, the Customer hereby gives its unconditional and irrevocable permission to Lumosa or third parties designated by Lumosa to enter all those places where Lumosa's property is located and to take back those goods.

7. LumosaTouch licence

7.1. The Customer is only entitled to use the "LumosaTouch" service in conjunction with the Products supplied (to the extent that they are suitable for this purpose) and provided that Lumosa has granted the Customer a licence for this purpose. The use of LumosaTouch is subject to the prices and licensing conditions set out in the offer, the contract and/or the LumosaTouch application.

7.2. The LumosaTouch licence is non-exclusive and may be revoked by Lumosa at any time. The Customer is obliged to keep the username/usernames and passwords that grant access to LumosaTouch secret. These access details may only be shared with an end user – as a sub-licence – after consent has been granted by Lumosa, and subject to the condition that the relevant end user has agreed to the licensing conditions referred to in paragraph 1. In the latter case, the Customer also remains responsible for complying with the licensing conditions.

7.3. Lumosa does not guarantee that LumosaTouch is error-free or functions without interruptions. If the Products are not usable as a result of LumosaTouch malfunctioning, Lumosa will do its utmost to repair LumosaTouch within a reasonable period of time or to have it repaired, or provide the Customer with an alternative so that the Products can be used. Lumosa is not liable for the consequences resulting from LumosaTouch malfunctioning and the fact that the Products cannot be used, except in cases where such malfunctioning has continued uninterrupted for more than seven (7) calendar days and the malfunctioning has been caused by Lumosa.

8. Intellectual property

8.1. All intellectual property rights relating to the Products, LumosaTouch, the additional supply of goods and services and all data provided or created by Lumosa under the contract, will remain the property of or continue to be licensed by Lumosa. No intellectual property

rights or user rights are granted to the Customer, unless explicitly stated otherwise in the T&C, the offer and/or the contract.

8.2. Lumosa is entitled to take technical measures to protect the Products against unlawful use and/or against use in a manner or for purposes other than agreed between the parties. The Customer will never allow the removal or circumvention of technical devices that have been put in place to protect the Products. If the Customer uses the Products and/or additional services unlawfully, Lumosa is entitled, in so far as is possible, to suspend access to the Products until the Customer has ceased such unlawful use.

8.3. Lumosa is entitled to use the Customer's name and logo in its external communications including but not limited to publishing the Customer's name and logo on Lumosa's website and its social media platforms.

8.4. The Customer may only use the name and logo of Lumosa and/or its licensors in so far as this is necessary to use the Products, unless Lumosa has explicitly given further permission to do so. The Customer must not remove or render illegible any references to Lumosa on the Products.

9. Complaints

9.1. The Customer must first check whether the Products delivered are correct in terms of quantity before accepting them. If the quantities delivered are incorrect, the Customer must accept the delivery subject to subsequent rectification of the correct quantities. Any excess Products delivered need not be accepted.

9.2. The Customer must check the Products for visible defects on delivery. The Customer's right to make a complaint lapses within 48 hours after delivery, unless the Customer has submitted the complaint to Lumosa in writing before expiry of that period. Any alleged defect must be described in as much detail as possible, and include photographs and other relevant information.

9.3. The Customer will allow Lumosa to examine the relevant Product within seven (7) calendar days of lodging the complaint, failing which any entitlement to warranty is forfeited. This is also understood to mean that the Customer must provide relevant data regarding the history of use of the Product in question.

9.4. Complaints will not be dealt with if:

- a. the sales receipt for the Products is not made available for inspection by Lumosa or if the serial number of the Product is not clearly legible;
- b. there are minor deviations in quality, quantity, material, size, colour and other deviations that are deemed acceptable in the sector;
- c. the Product differs from the photo in Lumosa's catalogue, brochures and other promotional material or on its website.

9.5. If the complaint is unjustified, Lumosa may charge the Customer for the costs of the inspection.

9.6. If the complaints regarding a Product are justified, the warranty scheme described below will apply.

9.7. If the complaint is justified, Lumosa is entitled to take additional, necessary measures to limit further damage and to expedite repair. The measures to be taken can include ceasing deliveries, prohibiting the Customer from selling or installing the Products and/or recalling the Products. The Customer must render full cooperation in the execution of these measures, including providing information about the sale and its customers, and is obliged to ensure that its customers also render their cooperation in execution of these measures. The Customer is obliged to keep secret all information relating to measures taken or to be taken.

9.8. Lumosa will not accept any Products that are returned, unless this has been agreed in writing with the Customer beforehand.

9.9. Defective Products, or parts of the defective Products, become the property of Lumosa as soon as they have been replaced or returned.

10. Warranty

10.1. Lumosa warrants that each Product supplied from the time of delivery to the Customer up to and including 60 months thereafter, (i) meets the Product specifications of Lumosa and any other specifications as set out in the contract, and (iii) is free from defects.

10.2. The warranty referred to under paragraph 1 does not apply if:

- a. a defect results from information provided by or on behalf of the Customer;
- b. the Product has been repaired or modified by the Customer and/or third parties without written consent from Lumosa;
- c. the Product supplied has not been used for the purpose for which it has been made or the Product is used in a different environment than intended;
- d. the damage was caused during transport of or installation by the Customer to/at the end user of the Product;
- e. the Product has not been installed, used, repaired or otherwise modified or maintained in accordance with the documentation, instructions, manuals, standards etc. issued by Lumosa;
- f. the wiring of the Product is incorrect or the Product has not functioned within the given electrical values, operating limits and environmental conditions provided in specifications, application guidelines, IEC standards or any other document accompanying a Product; or
- g. the Product has not been used in accordance with the applicable standards, regulations, safety, industry and/or electricity standards;
- h. the damage or loss of the Product has arisen as a result of an external cause, such as extraordinary weather conditions, lightning, destruction, theft, etc., or;
- i. the Product is showing normal signs of wear and tear;

10.3. Any warranty claim must be made in writing within the warranty period and within thirty (30) calendar days after discovery of the defect or after the defect should reasonably have been discovered. Any claim in this respect must at least include the following information for it to be processed:

- a. details of the Product concerned, and if the complaint relates to a system, it must specify other parts used;
- b. photos of the Product, service sticker, the alleged defect and mast hatch;
- c. installation and invoice date; and
- d. detailed description and photographs of the defect.

10.4. This warranty (i) is given to the Customer only and not to its customers, agents or representatives and (ii) is the only warranty given by Lumosa with respect to the Products. Article 7:17 of the Dutch Civil Code does not apply.

10.5. If Lumosa accepts a claim under the warranty, the Customer is obliged to return the Product to Lumosa at its own expense, and Lumosa is only obliged to repair or replace the Product, this at its discretion, and to deliver it to the Customer within a reasonable period of time.

10.6. The repair or replacement of any (part of) a Product under the warranty shall not influence the original warranty period.

11. Liability and indemnity

11.1. In the event of an attributable failure to perform the contract or a wrongful act on the part of Lumosa, it will only be liable for:

- a. direct damage, consisting of: (i) the reasonable costs incurred to establish the cause and extent of the damage, and (ii) reasonable costs incurred to prevent or limit the damage, insofar as the Customer demonstrates that it has suffered such damage; and
- b. up to the the invoiced value of the contract in aggregate.

11.2. Any liability on the part of Lumosa for other (consequential) loss, including loss of income, loss resulting from business interruptions, loss of profit, missed savings, reduced goodwill, reputational damage, damage as a result of claims from the Customer's customers, loss of data, etc. is excluded.

11.3. Any and all liability on the part of Lumosa lapses if:

- a. the Customer has successfully made a claim under the aforementioned warranty and Lumosa has fulfilled its warranty obligations;
- b. 12 months have expired after the claim arose.

11.4. The Customer indemnifies Lumosa against all third-party claims resulting from the contract.

11.5. A limitation or exclusion of liability does not apply insofar as the damage was caused by an intentional act or omission or deliberate recklessness on the part of Lumosa.

12. Suspension and termination or early termination

12.1. The Customer is not permitted to terminate the contract ahead of time, unless Lumosa grants its consent in this respect in writing. This consent will only be given if Lumosa is compensated for the termination.

12.2. In addition to the legal grounds for termination and/or rescission of contract, Lumosa is entitled to terminate all or part of the contract with immediate effect if (i) after conclusion of the contract, it is likely that the Customer will be unable to perform its obligations under the contract; (ii) the Customer applies for/is granted a suspension of payments or provisional suspension of payments; (iii) the Customer's bankruptcy has been petitioned/is declared bankrupt; (iv) the Customer ceases its business activities; or (v) the direct or indirect control of the Customer changes in any way. The Customer must immediately notify Lumosa in the event that the above circumstances occur.

12.3. If Lumosa suspends or terminates or rescinds the contract in whole or in part, any claim that Lumosa has against the Customer will be immediately due and payable. In so far as Lumosa and the Customer then agree to return a Product, the part of Lumosa's claim that relates to such Product will be deducted from Lumosa's claim after receipt of the relevant Product. Lumosa is not liable for any damage suffered by the Customer as a result of a suspension, termination and/or rescission of contract by Lumosa.

13. Confidentiality

13.1. The parties recognise the confidential nature of the contract and all information exchanged under the contract and agree they will treat the information as confidential. This information must not be disclosed in whole or in part without the written consent of the other party, unless such disclosure is required by law.

14. Force majeure

14.1. Force majeure on the part of Lumosa is understood to mean all external causes over which Lumosa cannot reasonably exercise control, whether foreseen or unforeseen, including in any event, but not limited to:

- a. damage as a result of natural disasters, lightning and/or storm damage;
- b. war, danger of war and/or any other form of armed conflict including terrorism or the threat thereof in the Netherlands and/or other countries, which hinders the supply of Products;
- c. work strikes, sit-down strikes, enforced shutdowns, riots and any other form of disturbance and/or hindrance caused by third parties;
- d. sickness of one or more employees who are difficult to replace;
- e. legislative or administrative measures by the authorities as a result of which deliveries are impeded, including import and export bans/obstructions;

- f. defects and/or breakdowns in means of transport, production equipment, any machinery and energy supplies;
- g. restrictions or cessation of deliveries by public utility companies;
- h. fire, water damage, breakdowns or accidents in Lumosa's workplaces or the workplaces of third parties called in by Lumosa;
- i. non-delivery or late delivery to Lumosa by suppliers or other third parties;
- j. delays in the supply of goods, raw materials and/or energy;
- k. epidemic and/or pandemic;
- l. seizure of stocks and/or inventory at Lumosa or at third parties engaged by Lumosa;
- m. failure or interruption of electrical, network and/or telephone systems, internet, ransomware and other online attacks, computer viruses; and
- n. all other causes, outside its fault or sphere of risk.

14.2. If a situation of force majeure occurs, Lumosa will notify the Customer as soon as possible. If the force majeure situation persists for longer than three (3) months, either party will be entitled to terminate the contract without a party being obliged to compensate the damage suffered by the other party.

14.3. If, in the event of force majeure, Lumosa has already performed part of its obligations, or will perform them in part, the Customer is obliged to pay Lumosa the price due for such part.

15. Non-recruitment clause

15.1. During the term of the contract and for one year after its expiry, the Customer will in no way, save with Lumosa's consent, persuade any of Lumosa's employees, either directly or indirectly, to leave Lumosa's employment. If this clause is breached, the Customer will owe Lumosa an immediately payable penalty equal to the gross annual salary of the employee in question.

16. Applicable law and competent court

16.1. These T&C, offers and/or the contract between the parties regarding the delivery of Products, as well as all contracts resulting from them and/or related to them, are governed exclusively by and construed in accordance with Dutch law, barring any conflict-of-law rules. The Vienna Sales Convention does not apply.

16.2. Disputes arising from these T&C, offers and/or the agreement will in the first instance be exclusively submitted to the competent court of the District Court of Oost-Brabant.