

GENERAL TERMS & CONDITIONS MobiLED B.V.

ARTICLE 1. | DEFINITIONS

1. **Purchaser:** any natural person or legal entity that has concluded or intends to conclude an agreement with MobiLED.
2. **Consumer:** the Purchaser as defined in the previous paragraph who does not act in the exercise of a profession or business.
3. **Agreement:** any agreement concluded between the Purchaser and MobiLED.
4. **Website:** the website of MobiLED by means of which agreements can be concluded: www.mobiled.nu
5. **Products:** all products to be delivered by or on behalf of MobiLED in the framework of the agreement.
6. **Right of dissolution:** the possibility offered to the Purchaser to dissolve the agreement concluded via the website, in accordance with the provisions of Article 10 of these General Terms and Conditions.

ARTICLE 2. | IDENTITY OF THE ENTREPRENEUR

MobiLED B.V.

Dorpenbaan 19

5121 DE Rijen

The Netherlands

Phone number: +31 (0)85 2007056

E-mail address: info@mobiled.nu

Availability: by appointment

Chamber of Commerce number: 83085440

Vat-identification number: NL862720680B01

Wherever MobiLED is mentioned in this document, MobiLED B.V. is meant.

ARTICLE 3. | GENERAL PROVISIONS

1. These general terms and conditions shall apply to any offer made by MobiLED and to any agreement concluded.
2. The Purchaser's general purchase or other conditions shall apply only if it has been expressly agreed in writing that they shall apply to the agreement between the parties to the exclusion of these Terms and Conditions of Delivery.
3. Before an agreement is concluded via the website, the text of these general terms and conditions shall be made available to the purchaser on the website so that the purchaser can easily save these general terms and conditions on a permanent data carrier.
4. Annulment or nullity of one or more of these provisions shall not affect the validity of the remaining provisions. In such a case the parties shall be obliged to enter into mutual consultation in order to reach a substitute arrangement with regard to the clause affected. In doing so, the purpose and purport of the original provision shall be taken into account as much as possible.

ARTICLE 4. | OFFER AND CONCLUSION OF THE AGREEMENT

1. Unless a period for acceptance is specified therein, any offer made by MobiLED shall be free of obligation.
2. Manifest errors and mistakes in MobiLED's offer shall not be binding on MobiLED.
3. No rights may be derived by the Purchaser from an offer by MobiLED that is based on incorrect or incomplete information provided by the Purchaser.
4. Images and product data provided in the offer on the website are a true representation or as complete and accurate a description as possible of the products offered. These data and images are sufficiently detailed to allow a proper assessment of the offer.
5. In order to place orders via the website, the Purchaser must fill in details on the website. The Purchaser / guarantees that they will provide all data requested when registering and ordering products, completely and truthfully.
6. The agreement via the website shall be concluded at the moment that the order of the Purchaser is confirmed by MobiLED via e-mail and the Purchaser complies with all conditions stated in the offer. The order confirmation sent by MobiLED by e-mail is deemed to be received by the Purchaser at the moment that the order confirmation is sent by MobiLED. An inaccuracy in the e-mail address provided by the purchaser is at their risk.
7. In case of an intra-community delivery the VAT-number provided by the purchaser will be checked via the website of the European Commission for the exchange of information on VAT-numbers: ec.europa.eu/taxation_customs/vieshome.do?locale=en. If the VAT number is not recognised by this website as a valid VAT number, MobiLED will inform the purchaser and give them the opportunity to provide a valid VAT number. Only after receipt of a valid VAT number will MobiLED proceed with delivery. If no valid VAT number

can be provided by the Purchaser , MobiLED will cancel the order and refund any amount received to the Purchaser.

8. The agreement that is not concluded through the website is considered to be established at the time that the offer of MobiLED is accepted by the Purchaser. If the acceptance of the Purchaser deviates from the offer of MobiLED, the agreement is not concluded in accordance with this deviating acceptance, unless MobiLED indicates otherwise.
9. A compiled quotation shall not oblige MobiLED to honour part of the offer at a corresponding part of the price quoted.
10. If the Purchaser concludes the agreement (also) on behalf of another person or legal body, they declare by entering into the agreement that they are authorised to do so. The purchaser is jointly and severally liable with this person or legal body for all obligations resulting from that agreement.
11. The personal details provided by the Purchaser will be used to send the order and to prepare and send the invoice. They are also used to be able to contact the Purchaser regarding shipping, orders and/or information. By placing an order, the Purchaser gives permission for the use of personal data, regardless of whether the order was placed via the website or not. The personal data shall be kept for at least seven years after the expiry of the guarantee period on the last ordered products.

ARTICLE 5. | CUSTOMISED WORK

1. If and insofar as the products, before delivery, are manufactured, processed or ordered in accordance with the specifications of the Purchaser, the Purchaser guarantees that they shall provide MobiLED in good time with all information that is reasonably relevant to the design and execution of the agreement.
2. In the performance of the agreement referred to in paragraph 1, MobiLED shall rely on, among other things, the data provided by the purchaser. MobiLED accepts no liability whatsoever for damage caused by the fact that it has relied on incorrect or incomplete data provided by the Purchaser.
3. Products that have been manufactured, modified or ordered to some extent according to the specifications of the Purchaser can never be returned or exchanged.

ARTICLE 6. | IMPLEMENTATION AND DELIVERY

1. Unless it has been expressly agreed that the products are to be collected on MobiLED's premises, delivery of the ordered products shall take place at the delivery address provided by the purchaser. In the absence of the delivery address, the invoice address shall be considered as the delivery address.
2. If it has been agreed that the products will be collected on MobiLED's site, this shall only take place at a time to be further agreed between the parties.
3. MobiLED is only obliged to execute an order when the Purchaser has satisfied all conditions stated in the offer.
4. Unless expressly agreed otherwise, MobiLED shall determine the manner of transport and packaging of the products.
5. The purchaser is obliged to accept the products at the time at which they are available to them. If the purchaser refuses acceptance for any reason whatsoever, or is negligent in the provision of information or instructions necessary for delivery, the products will be stored at the expense of the purchaser after MobiLED has warned them. The Purchaser shall in that case owe reasonable costs for storage of the products in addition to the agreed price. Furthermore, the additional transport costs shall be borne by the purchaser when it is agreed to ship the products to them.
6. MobiLED shall execute accepted orders with due speed. All mentioned delivery and execution deadlines shall be complied with as far as possible, however, they shall never be regarded as deadlines. MobiLED shall only be in default when it has been placed in default by the Purchaser by means of a demand giving it a reasonable period in which to effect delivery, and compliance has not been forthcoming within this period. A reasonable period of time shall at least include the period required by the carrier to complete their investigation of lost packages.
7. MobiLED shall be in default without notice of default if
 - a. they have refused to deliver the goods;
 - b. delivery within the agreed delivery or performance period is essential, taking into account all circumstances surrounding the conclusion of the agreement;
 - c. the purchaser has informed MobiLED before the conclusion of the agreement that delivery before or on a certain date is essential.
8. From the moment MobiLED's default commences, the Purchaser shall be entitled to dissolve the agreement by means of a written statement. If the purchaser does so, MobiLED shall reimburse any payment received from the purchaser as soon as possible, without being obliged to pay any compensation for any further damage.

9. MobiLED reserves the right to deliver orders in part.
10. The risk of loss and damage to the products passes to the Purchaser at the moment that the products are received by or on behalf of the Purchaser.
11. If, when ordering, the Purchaser has indicated that, in the absence of a receiver, the products may be delivered to a specific place at the delivery address, for example at the back door, the risk of loss or damage shall pass to the Purchaser at the moment that the products are delivered by the carrier.

ARTICLE 7. | RESEARCH AND COMPLAINTS

1. Upon delivery of the products, the Purchaser shall be obliged to immediately check whether the nature and quantity of the products comply with the agreement.
2. If, in the opinion of the Purchaser, the delivered products do not comply with the agreement, they shall notify MobiLED thereof without delay. If the products are delivered to a location specified by the purchaser, the purchaser must note this on the packing slip, or, if this is not the case, immediately notify MobiLED of the failure in another manner.
3. If a defect could not reasonably have been visible at the time of delivery, the Purchaser shall notify MobiLED in writing within seven days after discovery of the defect. After the expiry of the periods referred to here, as well as if a complaint is made after the expiry of a period of one year after the invoice date, MobiLED shall have no obligation whatsoever arising from such a complaint on the part of the purchaser, without prejudice to what is stated in these General Terms and Conditions regarding the guarantee.
4. Even if the Purchaser complains in a timely manner, the obligation of the Purchaser to payment and further fulfilment of the agreement shall remain in force.
5. Products can only be returned to MobiLED after prior written consent. Return of the products shall be at the expense of the purchaser. Purchaser shall be entitled to reimbursement of the return costs if their complaint in this regard is found to be justified, or if they are entitled to a valid claim under the guarantee. The refund of the return costs shall never exceed the shipping costs of the original order. The risk of loss and damage to the products shall pass to MobiLED at the moment when the products are received by or on behalf of MobiLED.
6. The provisions of this article do not affect the mandatory statutory rights of consumers.

ARTICLE 8. | GUARANTEE

1. Without prejudice to the provisions of paragraph 3, MobiLED guarantees that the products comply with the agreement, with the specifications stated in the offer, with the reasonable requirements of soundness and/or usability and with the existing statutory provisions and/or government regulations on the date of the conclusion of the agreement.
2. A guarantee provided by MobiLED or the importer shall not affect the legal rights and claims that the consumer may assert against MobiLED on the basis of the agreement.
3. For the Purchaser acting in the course of a profession or business, the warranty shall be limited to the warranty period stated in the offer or otherwise expressly stated, or in the absence thereof, the manufacturer's warranty provided on the products, which manufacturer's warranty shall be transferred to the Purchaser.
4. If the products covered by the guarantee are used for resale by the Purchaser, any guarantee period shall commence at the moment that the products are delivered by the Purchaser in the context of resale to the end user, on the understanding that the guarantee periods shall never commence later than six months after delivery of the products by or on behalf of MobiLED to the Purchaser.
5. Any (legal) claim under the guarantee is void if a defect in the product is the result of an external cause or otherwise not attributable to MobiLED or its suppliers. This includes, but is not limited to, defects resulting from damage, incorrect or improper use, incorrect or improper installation, use contrary to the instructions for use or other instructions from or on behalf of MobiLED.
6. All warranties shall expire if the purchaser cuts the wiring in the products or has it cut, or alters or has altered the connection of the wiring. The warranty shall also expire if the purchaser has otherwise carried out repairs on the products or had them carried out without MobiLED's permission.
7. Whenever research costs are incurred for the determination of a defect, on the basis of which no claim to warranty exists, these costs shall be borne by the Purchaser. MobiLED shall endeavour to report this in advance. The absence of such notification shall not affect the obligation of the Purchaser to pay these costs.
8. In order to validate his claim under the guarantee, the purchaser must lodge a complaint with MobiLED within the period referred to in article 7.3. If the complaint is considered well-founded by MobiLED and a claim under the guarantee is made, MobiLED shall repair the defective products free of charge. If repair is impossible, MobiLED shall replace the defective products free of charge.

9. Products can only be returned to MobiLED after prior written consent. Return of the products shall take place at the expense of the Purchaser, even if the return takes place on other grounds than those of the guarantee.
10. The provisions of this article shall not affect the warranty conditions expressly stipulated.

ARTICLE 9. | FORCE MAJEURE

1. MobiLED shall not be obliged to comply with any obligation under the agreement if it is prevented from doing so as a result of a circumstance for which it cannot be held accountable by virtue of the law, a juristic act or generally accepted practice.
2. During the period of force majeure, MobiLED's obligations shall be suspended. If the fulfilment of the agreement is permanently impossible, MobiLED shall notify the Purchaser as soon as possible and the agreement shall be considered dissolved. Any payments already made shall be repaid to the Purchaser as soon as possible.
3. Damage as a result of force majeure shall never be eligible for compensation.

ARTICLE 10. | RIGHT OF DISSOLUTION

1. Subject to the provisions of this and the following article, the purchaser is entitled to dissolve the agreement concluded via the website within seven days of its conclusion, stating reasons.
2. Contrary to the previous paragraph, the consumer may dissolve the agreement concluded via the website within 14 days of receiving the products, without stating his reasons.
3. The Purchaser who makes use of the right of dissolution can dissolve the agreement by submitting a request to that effect by e-mail. As soon as possible after MobiLED has been informed of the consumer's intention to dissolve the contract and if the conditions set out in this article have been met, MobiLED shall confirm the dissolution of the contract by e-mail.
4. If the Purchaser is entitled to dissolve the contract, he must handle the product and its packaging with care during the periods referred to in paragraph 1 and paragraph 2.
5. If the Purchaser exercises the right of termination, they shall return the product to MobiLED undamaged, with all delivered accessories and in the original condition and undamaged packaging.
6. Without prejudice to the provisions of the rest of these general terms and conditions, MobiLED shall be entitled to charge and set off any devaluation to the consumer against any payment received from the consumer, if the product delivered has been subject to devaluation as a result of the consumer having done more than was necessary to assess the nature and/or characteristics of the product. In the event that the purchaser is not acting in the capacity of a consumer, MobiLED will never return a product that has been subject to depreciation.
7. The products must be returned within fourteen days after the dissolution of the agreement has been confirmed by MobiLED in accordance with the provisions of paragraph 3.
8. If the Purchaser makes use of the right of dissolution, the costs of returning the products shall be for their account.
9. MobiLED will refund the purchase price of the products minus any return costs incurred by MobiLED to the Purchaser as soon as possible but no later than within 14 days after dissolution of the agreement, provided that the products have been received back by MobiLED.
10. In deviation of the previous paragraph, MobiLED will refund the payments received from the consumer minus any depreciation as soon as possible, but no later than fourteen days after dissolution of the agreement, provided that the products have been received back by MobiLED.

ARTICLE 11. | EXCLUSION OF THE RIGHT OF RESCISSION

1. The purchaser is not entitled to dissolve the agreement:
 - a. an agreement concerning the delivery of products manufactured according to specifications of the purchaser, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the purchaser, or which are clearly intended for a specific person;
 - b. a contract for the supply of products sold by the meter, except for unbroken rolls;
 - c. a contract for the delivery of demo models or action products;
 - d. an agreement whereby the right of dissolution pursuant to article 6:230p of the Dutch Civil Code is otherwise excluded.

ARTICLE 12. | SUSPENSION AND DISSOLUTION

1. MobiLED shall be authorised, if the circumstances so justify, to suspend the fulfilment of the agreement or to dissolve the agreement with immediate effect if the Purchaser fails to fulfil, fails to fulfil on time or fails to fulfil in full the obligations arising from the agreement or from these general terms and conditions, or if after the conclusion of the agreement circumstances come to the knowledge of MobiLED which give MobiLED good reason to fear that the Purchaser will not fulfil their obligations.
2. If the Purchaser is in a state of bankruptcy, if the Dutch Natural Persons Debt Rescheduling Act is declared applicable to them, if their goods are seized or if they otherwise have no free disposal of their assets, MobiLED shall be entitled to dissolve the agreement with immediate effect, unless the Purchaser has already provided sufficient security for the payment(s).
3. MobiLED shall furthermore be entitled to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or unaltered maintenance thereof cannot reasonably be required.
4. The Purchaser shall never be entitled to any form of compensation in connection with the right of suspension or dissolution exercised by MobiLED on the basis of this article.
5. Insofar as it can be attributed to them, the purchaser shall be obliged to compensate MobiLED for the damage suffered as a result of the suspension or dissolution of the agreement.
6. If MobiLED dissolves the agreement pursuant to this article, all claims on the Purchaser shall become immediately due and payable.

ARTICLE 13. | PRICES AND PAYMENTS

1. Unless explicitly agreed otherwise, product prices stated are exclusive of any shipping and delivery costs. Product prices listed on the website are inclusive of VAT.
2. Before the agreement is concluded via the website, the total price payable by the Purchaser shall be stated, including VAT and any shipping and delivery costs.
3. For deliveries outside the European Union, the Purchaser shall bear any export and import duties, stamp, station and clearance charges, taxes, etc., unless otherwise agreed. These amounts are not mentioned on the initial agreement concluded through the website.
4. Depending on what has been agreed, payment shall be made by means of online payment on the website, transfer or cash payment on location.
5. In the event of online payment via the website or advance payment, the Purchaser cannot assert any rights with regard to the execution of the order as long as the advance payment has not been made. In case of cash payment, MobiLED is not obliged to deliver the products until the payment has been made in full.
6. If payment in arrears has been agreed, payment shall be made within 14 days of the invoice date by means of a bank transfer. The payment term is a deadline. In the event of late payment, the purchaser shall therefore be in default without notice of default being required and MobiLED shall be entitled to charge a contractual interest rate of 0.75% per month from the due date of the invoice, with part of a month being regarded as a whole month. MobiLED shall also be entitled to assign the claim to third parties. That which is stipulated in the above in respect of MobiLED shall in that case also pass to the third party to whom the claim has been transferred.
7. MobiLED reserves the right to refuse the Purchaser's request for payment on credit.
8. MobiLED must be informed immediately of any inaccuracy or incompleteness in the payment data provided by the purchaser.
9. If no payment has been received by MobiLED within 14 days after placing the order via the website, MobiLED reserves the right to consider the agreement dissolved and to no longer reserve the products concerned for the Purchaser.
10. All reasonable costs, whether judicial, extrajudicial or execution costs, incurred to obtain the amounts due by the purchaser shall be borne by the purchaser. The extrajudicial costs will be calculated according to the Incasso Costs Act.
11. The provisions of paragraphs 9 and 10 are without prejudice to the provisions of paragraph 6.
12. The personal and/or company data processed by MobiLED in the context of its business operations shall (also) be used by it or by third parties to whom the claims are transferred for or in risk analyses and/or to prevent, detect and combat fraud or irregularities.

ARTICLE 14. | COMPLAINTS

1. Complaints about the implementation of the agreement shall be submitted to MobiLED by e-mail within a reasonable time after the Purchaser has found the defects, fully and clearly described.
2. Complaints submitted to MobiLED shall be answered within a period of fourteen days after receipt. If a complaint requires a longer processing time, a response will be given within the period of fourteen days with an acknowledgement of receipt and an indication of when the Purchaser can expect a more detailed answer.

ARTICLE 15. | LIABILITY AND INDEMNIFICATION

1. Liability of MobiLED for repairable defects shall not exist until after the purchaser has given MobiLED the opportunity to remedy such defects, failing which MobiLED shall have no liability whatsoever in this regard.
2. MobiLED shall never be liable for damage caused by the fact that it assumed incorrect or incomplete data provided by the Purchaser.
3. MobiLED shall not be liable for any damage arising as a result of any failure on the part of the Purchaser to comply with one or more obligations under the agreement, nor for any damage arising as a result of any circumstance that causes the guarantee on the products to lapse or would cause it to lapse pursuant to article 8.
4. Furthermore, MobiLED shall not be liable for damage for which its suppliers bear the costs pursuant to the statutory regulation on product liability.
5. MobiLED shall never be liable for indirect damage, including consequential loss, loss of profit and damage due to business interruption. If, despite the provisions of these general conditions, MobiLED is liable, MobiLED shall only be liable for direct damage. Direct damage is exclusively understood as
 - a. the reasonable costs incurred to establish the cause and extent of the damage, in so far as such establishment relates to damage that qualifies for compensation within the meaning of these general terms and conditions;
 - b. any reasonable costs incurred to have the defective performance of MobiLED conform to the agreement, insofar as they can be attributed to MobiLED;
 - c. reasonable costs incurred to prevent or limit damage, insofar as the Purchaser demonstrates that these costs have led to the limitation of the direct damage referred to in this paragraph.
6. The limitation period for all claims and defences against MobiLED is one year. In deviation from the previous sentence, claims and defences to which consumers are entitled and which are based on facts that would justify the assertion that products delivered are not in conformity with the contract, shall become time-barred by the expiry of two years. The right to make a claim or put forward a defence in connection with the existence of a defect in a product shall lapse if the conditions referred to in Article 7 have not been met, except in the case of a consumer purchase, where a claim submitted within two months of the defect being discovered shall be regarded as having been submitted on time.
7. Without prejudice to the provisions contained in the remainder of this article, MobiLED's liability shall at all times be limited to three times the amount that the Purchaser owed MobiLED in the context of the agreement, at least for that part of the agreement to which MobiLED's liability relates, on the understanding that MobiLED's liability shall in any event be limited to the amount paid out, if any, by its insurer in the matter concerned.
8. The Purchaser shall indemnify MobiLED against all claims from third parties in connection with the performance of the agreement by MobiLED and in connection with the use of the products supplied by it.
9. In the event of a consumer sale, the restrictions contained in this article shall not extend beyond those permitted under article 7:24 paragraph 2 of the Dutch Civil Code.

ARTICLE 16. | RETENTION OF TITLE

1. All products delivered by MobiLED shall remain its property until the Purchaser has properly fulfilled all obligations under the agreement.
2. The purchaser is forbidden to sell, pledge or in any other way encumber the products that are subject to retention of title, insofar as this is not deemed impermissible in the context of its normal business operations.
3. Until the Purchaser has fulfilled his obligations, he shall act as a bailee on behalf of MobiLED, with the rights and obligations of a bailee. The Purchaser shall nevertheless bear all risks associated with the application or use of the products in question.
4. If third parties seize the products that are subject to retention of title, or wish to establish or assert rights to them, the Purchaser is obliged to inform MobiLED as soon as possible.

5. The Purchaser gives unconditional permission to MobiLED or third parties appointed by MobiLED to enter all those places where the products subject to retention of title are located. In the event of default on the part of the Purchaser, MobiLED shall be entitled to take back the products referred to herein. All reasonable costs related to t at the expense of the Purchaser.

ARTICLE 17. | FINAL PROVISIONS

1. Any agreement and all legal relationships arising therefrom between the Purchaser and MobiLED shall be exclusively governed by Dutch law.
2. The parties shall only appeal to the courts after they have made every effort to settle the dispute in mutual consultation.
3. Unless the law imperatively dictates otherwise, only the competent court within the district of MobiLED's place of business shall be designated to take cognisance of disputes.
4. The Dutch text of these general conditions shall always be decisive for the interpretation thereof.

MobiLED