

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF DOUBLE LUX LIGHTING UK B.V.

As registered at the Chamber of Commerce in Groningen under number 60381698

Article 1 Validity of these terms and conditions

1.1

These terms and conditions apply to all offers and contracts made or entered into by us, Double Lux Lighting UK B.V. and to all agreements that result there from.

1.2

Any stipulations that deviate from these terms and conditions are only binding if they are agreed to in writing by the board of Double Lux Lighting UK B.V.

1.3

The applicability of general terms and conditions of third parties is hereby rejected, unless they are accepted by the board of Double Lux Lighting UK B.V. specifically and in writing.

1.4

Double Lux Lighting UK B.V. is the contractor. The other party is the principal, by which is understood every (legal) entity which has concluded a contract with Double Lux Lighting UK B.V.

Article 2 Offer and contract

2.1

All offers and/or tenders are free of obligation, unless expressly stated otherwise.

2.2

Data in printed matter, catalogues and brochures supplied by Double Lux Lighting UK B.V. or one of its manufacturers, which it represents, are subject to change and are therefore not binding for Double Lux Lighting UK B.V.

2.3

The contract is created and only binds Double Lux Lighting UK B.V. if it is confirmed in writing or if Double Lux Lighting UK B.V. executes the contract.

Article 3 Prices

3.1

The prices specified apply to delivery from the Double Lux Lighting UK B.V. warehouse/border, excluding VAT, disposal fees and packaging, unless agreed otherwise in writing.

3.2

Double Lux Lighting UK B.V. is entitled to charge price increasing factors such as levies, taxes and statutory surcharges to the principal.

3.3

Double Lux Lighting UK B.V. is also entitled to charge a price increase if one of the domestic or foreign suppliers of Double Lux Lighting UK B.V. increases its prices in the interim, unless expressly agreed otherwise in writing.

3.4

If necessary, packaging is calculated against the cost price and not taken back. The necessity of the use of packaging is at the discretion of Double Lux Lighting UK B.V.

Article 4 Payment

4.1

Payment must be made, without any discount or set-off of claims, within 8 days of the invoice date, unless agreed otherwise in writing. The date of payment is the date on which the transfer to our bank account takes place.

4.2

If invoices are not paid, within 8 days, the principal, without requiring any summons or serving notice, is in default, automatically. At this time all outstanding invoices from Double Lux Lighting UK B.V. are payable immediately and completely.

4.3

Payment may only be made in the way specified by Double Lux Lighting UK B.V.

4.4

From the date that the customer is in breach (payment date on invoice), the following payments will be claimed without further notice of default:

1. interest at the rate of 1% per month or the statutory interest rate, whichever is higher, from the due date to the date of payment in full;
2. (if the customer is a consumer) extrajudicial collection costs pursuant to the Payment of Extrajudicial Collection Costs Decree as referred to in Book 6 Article 96 (4) of the Dutch Civil Code, plus VAT thereon;
3. The extrajudicial collection costs are comprised as follows:
 - a. minimum charge of 40.00 euros
 - b. 15% on the first 2,500.00 euros
 - c. 10% on the next 2,500.00 euros (up to 5,000.00 euros)
 - d. 5% on the next 5,000.00 euros (up to 10,000.00 euros)
 - e. 1% on the next 190,000.00 euros (up to 200,000.00 euros)
 - f. 0.5% on the balance of the principal sum up to a maximum of 6,775.00 euros (above 200,000.00 euros)
4. (if the customer is a legal entity or a natural person acting in the course of a business or profession) the extrajudicial costs are 15% of the principal sum, being not less than 40.00 euros.

4.5

If the customer is in breach of any obligations, it will be liable for all costs incurred in enforcing payment of the debt, both judicial and extrajudicial costs.

4.6

All initial deliveries by new or single-time principals are made on a strictly cash-on-delivery basis.

4.7

Foreign clients must pay 30% of their order before delivery and the remaining 70% within 30 days following delivery, unless agreed otherwise in writing.

4.8

In the event of the liquidation or insolvency of the customer, or if assets of the customer are attached, or if the customer is granted a moratorium, then the claims of the supplier against the customer become immediately enforceable.

4.9

Double Lux Lighting UK B.V. is entitled to apply payments made by the customer firstly to reduce costs, then to reduce the amount of accrued interest, and finally to reduce the principal sum and current interest. Double Lux Lighting UK B.V. may, without thereby being in breach, refuse any offer of payment by the customer if the customer specifies that the payment is to be used to clear its liability in a different sequence. Double Lux Lighting UK B.V. may refuse full repayment of the principal sum if this payment is insufficient to clear accrued interest, current interest and costs.

Article 5 Retention of title

5.1

As long as Double Lux Lighting UK B.V. has not received full payment of all sums owed to Double Lux Lighting UK B.V. by the principal, on whatever basis, the items delivered remain the property of Double Lux Lighting UK B.V.

5.2

Double Lux Lighting UK B.V. has the right to claim and seize these items if the principal fails to meet his obligations, or if he goes into liquidation, applies for or obtains suspension of payments or is declared bankrupt or if the assets of the principal are seized.

Article 6 Delivery periods and deliveries

6.1

All specified delivery periods are not deadlines unless specifically agreed otherwise.

6.2

Exceeding the delivery period does not give the principal any basis for a claim for damage compensation or entitlement to dissolve the contract.

6.3

If items are ordered on call, they will be made available on call for a maximum of 6 weeks. If the items are not purchased within this period they will be delivered and invoiced.

6.4

A maximum of 4 partial deliveries is permitted per project, unless specifically agreed otherwise, whereby the maximum period of 6 weeks in which the items are available on call remains applicable.

6.5

The other party is obliged to inspect the delivered goods and/or the packaging immediately upon taking receipt of the delivery for any shortages, deficiencies or visible damages and to report these to the contractor within 48 hours.

Article 7 Force Majeure

7.1

Double Lux Lighting UK B.V. is not liable if it is unable to fulfil its contractual obligations due to force majeure.

7.2

In any case, the term force majeure refers, but not exclusively, to storm damage and other natural disasters, hindrance by third parties, general obstructions to transportation, complete or partial strikes, war or the danger of war either here or in the country of origin of the materials, loss of or damage to movable goods during transportation to Double Lux Lighting UK B.V. or the principal, non-delivery or late delivery of movable items by suppliers of Double Lux Lighting UK B.V., export and import bans, complete or partial mobilisation, constructive measures imposed by any government, fire, disruptions and accidents in the company or involving the transportation resources of Double Lux Lighting UK B.V., or the transportation resources of third parties, the imposition of levies or governmental measures that entail a change in the actual circumstances.

Article 8 Cancellation

8.1

If the principal cancels the order and/or refuses to purchase the items he is obliged to accept the materials and/or items that have already been acquired, whether processed or not, at the applicable price, including wage and social security costs. Moreover, the principal is liable to pay damage compensation equal to 1/3 of the originally agreed price.

8.2

The principal is obliged to exempt Double Lux Lighting UK B.V. from claims resulting from cancellation of the order and/or rejection of the items.

8.3

Without prejudice to the stipulations in the previous article, we reserve all rights to claim complete fulfilment of the contract and/or to claim complete damage compensation.

Article 9 Claims

9.1

Claims relating to incorrect execution of orders or unsound deliveries must be submitted to Double Lux Lighting UK B.V. in writing within 8 days after delivery.

9.2

If the claim is not submitted to Double Lux Lighting UK B.V. within this time it will not be taken into consideration by Double Lux Lighting UK B.V., unless the principal demonstrates that he could not have detected the fault within 8 days after delivery.

9.3

Double Lux Lighting UK B.V. must be given the opportunity to check the claims that have been submitted.

9.4

If Double Lux Lighting UK B.V. believes that the claim is justified it will only be obliged to re-deliver the items that were delivered originally. The claimed items must be returned to Double Lux Lighting UK B.V. post-paid. The items may only be returned after written permission has been given by Double Lux Lighting UK B.V.

Article 10 Guarantee

10.1

Double Lux Lighting UK B.V. provides, if present, a factory guarantee for material and manufacturing faults that have occurred during normal use. Double Lux Lighting UK B.V. will never provide a guarantee that exceeds the guarantee provided by the manufacturers in question.

10.2

Double Lux Lighting UK B.V. does not provide a guarantee for faults that are a result of misuse, failure to comply with the supplied assembly instructions or other causes.

Article 11 Liability

11.1

Except in the case of gross negligence on the part of Double Lux Lighting UK B.V., Double Lux Lighting UK B.V. is never liable for subsequent damage and indirect business damage, other indirect damage and damage resulting from liability in relation to third parties.

11.2

The liability of Double Lux Lighting UK B.V. will never exceed the liability that is covered by the insurance company.

11.3

If the insurance company nevertheless fails to pay out for the damage or the damage is not covered, liability is limited to the invoice amount. Any secondary damage suffered by the other party in relation to damage which is not covered by the insurance is completely excluded.

Article 12 Disputes and authorised judge

12.1

Dutch law applies exclusively to all disputes between parties.

12.2

All disputes pursuant to the contracts agreed between the parties will be judged by the court at the place of business of Double Lux Lighting UK B.V., except if any compulsory regulation in the Netherlands determines otherwise. Double Lux Lighting UK B.V. reserves the right to bring disputes before the judge in the place of residence of the defendant.

Article 13 Demonstration models

13.1

Unless otherwise agreed, Double Lux Lighting UK B.V. will invoice the supply of demonstration models in the same way as a normal order.

13.2

Demonstration models may only be returned if Double Lux Lighting UK B.V. has given written consent in advance. Credit for the return of demonstration models will be determined at the discretion of Double Lux Lighting UK B.V., which is entitled to charge costs which will eventually be rendered upon the return of the demonstration models in the original state in which they were supplied.

13.3

Demonstration models must be applied for within 30 days before the requested return, unless otherwise agreed with Double Lux Lighting UK B.V. in writing.

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