

# *General Delivery Conditions*

of Agrolux Nederland B.V.



*Supplier of professional  
assimilation lighting  
for greenhouses*

## Article 1. Definitions

**Agrolux:** Agrolux Nederland BV, having its registered office in Maasdijk and its principal place of business at Honderland 251, 2676 LV Maasdijk, the Netherlands; registered with the Amsterdam Chamber of Commerce under number 24335910;

**Buyer:** Agrolux's co-contracting party;

**Order:** Any instructions issued by the Buyer to Agrolux for the supply of Products;

**Agreement:** The agreement between Agrolux and the Buyer;

**Products:** The goods and/or services offered or supplied by Agrolux;

**Parties:** Agrolux and the Buyer together;

**Conditions:** These general terms and conditions of delivery, as filed with the Amsterdam Chamber of Commerce under number 24335910.

## Article 2. Scope

1. The Terms and Conditions apply to all legal relationships in which Agrolux acts as the (potential) seller and/or supplier of Products, including all Agrolux's offers in respect of Products and Orders and their acceptance by Agrolux, insofar as the Parties do not expressly derogate in writing from the Terms and Conditions.
2. Agrolux hereby expressly excludes and rejects the applicability of the Buyer's general terms and conditions.
3. If and insofar as the Agreement or the confirmation of the instructions contains provisions which are incompatible with the Terms and Conditions, the provisions of the Agreement will prevail.
4. If one or more provisions of the Terms and Conditions should be void or voided, the remaining provisions of the Terms and Conditions will remain in full force. Agrolux will have the right to replace the void or voided provision or provisions by one or more new provisions, whereby the tenor and purport of the original provision or provisions will be taken into account if and insofar as possible.
5. In the event of inconsistencies between translations of the text of the Terms and Conditions, the Dutch text will prevail.

## Article 3. Offer, formation of the Agreement, Amendment

1. All Agrolux's offers, in whatever form, are free of obligation. They are not binding on Agrolux and only serve as an invitation to place an Order, unless stated otherwise by Agrolux.
2. All data provided in the context of an offer, including but not limited to price lists, calculations, catalogues and suchlike, will remain Agrolux's property at all times and must be returned postage paid when Agrolux so requests.

3. All data provided by Agrolux may only be used by the Buyer for the purpose for which it was provided.
4. The Agreement will be formed only when Agrolux has accepted the Order or Orders placed either in writing or electronically, or has started performance. Agrolux is entitled to refuse one or more Orders or to attach specific conditions to the supply of Products. The fact that Agrolux has supplied Products to the Buyer with some regularity will not result in the existence of a continuing performance contract of any nature between the Parties, or in an obligation for Agrolux to accept one or more (new) Orders.
5. Notwithstanding anything herein to the contrary, Agrolux reserves the right to unilaterally amend these General Delivery Conditions. In such case, Agrolux shall inform the Buyer in writing of the amendments in due time. Such notice will specifically reference the applicable provision in the General Delivery Conditions and the amendment to be made.
6. Any additional arrangements or changes agreed afterwards, as well as verbal or written arrangements and/or promises made by Agrolux staff or made on Agrolux's behalf by salespeople, agents, representatives or other intermediaries will only be binding on Agrolux if and insofar as they have been confirmed in writing on Agrolux's behalf by persons authorized to do so.
7. The Buyer waives its right to termination pursuant to Section 6:227c(2) of the Dutch Civil Code [Burgerlijk Wetboek] insofar as it acts in the course of a business or profession.

## Article 4. Price

1. All prices specified by Agrolux exclude VAT, other government levies, costs of transport, packaging, insurance and the like, unless the Parties have agreed otherwise in writing.
2. Agrolux is entitled at all times to change the prices specified. Agrolux will inform the Buyer of this in good time.
3. Buyer acknowledges that all pricing contained in orders, including accepted and yet-to-be-delivered orders, is subject to Agrolux modifying the price to reflect any increase in the cost to Agrolux, including, but without limitation, taxes, shipping and handling charges, any foreign exchange fluctuation, currency regulation, alteration of duties, any increase in the costs of labor, materials or other costs of manufacture, any epidemic or pandemic and any governmental restrictions or measures. Buyer further acknowledges and agrees that such changes shall not give rise to a termination right by Buyer or any other remedy, provided that the price increase is applied by Agrolux in a reasonably uniform manner and is not specifically targeted at Buyer or Buyer's orders.

## Article 5. Payment and security

1. Payment must be effected within 14 (fourteen) days of the invoice date. The date of the credit entry to Agrolux's bank account will count as the date of payment.
2. Agrolux is entitled to demand advance payments.
3. Objections against the invoice amounts will not suspend the payment obligation.
4. Payment must be made without deductions or set-offs.
5. Payment by the Buyer must be made exclusively in a manner indicated by Agrolux and into a bank account to be specified by Agrolux, in the currency in which the agreed prices are denominated.
6. The Buyer is not entitled to offset or suspend its payment obligations.
7. Payments by the Buyer will first be applied to settle any interest owed, subsequently to settle any judicial and extrajudicial costs incurred by Agrolux and finally to settle any losses sustained by Agrolux, and will only thereafter be offset against the invoice that has been outstanding for the longest period.
8. In the event that the period of 14 (fourteen) days referred to in Article 5.1 is exceeded, all the Buyer's payment obligations will become immediately due and payable in full and Agrolux will be entitled at once to suspend further deliveries to the Buyer. In addition, the Buyer will owe default interest – without any demand or notice of default being required – equal to 2% of the outstanding invoice amount for each month by which the payment term is exceeded, unless the statutory interest rate or statutory commercial interest rate is higher, in which case the higher rate will apply. The interest on the outstanding invoice amount will be calculated from the moment when the Buyer is in default until the moment when payment is effected in full.
9. All extrajudicial costs, including the costs of drawing up and sending demands, conducting settlement negotiations and other acts in preparation for possible legal proceedings, as well as all judicial costs which Agrolux had to incur within reason as a result of non-performance or late performance by the Buyer, will be payable by the Buyer. The Parties will be deemed to have set these extrajudicial costs at 15% plus VAT of the principal sum at the very least, with a minimum of EUR 650.
10. If there is good reason to presume that the Buyer will not fulfill its obligations under the Agreement, the Buyer will be obliged – when Agrolux so requests – to furnish adequate (additional) security as required by Agrolux for the complete fulfillment of all its obligations arising from the Agreement or Agreements.
11. If the Buyer fails to comply with the request referred to in Article 5.10 within 14 (fourteen) days, Agrolux will be entitled to suspend further deliveries of Products, and all amounts owed to Agrolux by the Buyer will become immediately due and payable, without prejudice to any of Agrolux's other rights.

## Article 6. Delivery

1. Delivery will be made ex works by Agrolux, unless the Parties agree otherwise.
2. The Buyer is obliged to take possession of the Products at the moment when they are delivered by or on behalf of Agrolux, or at the moment when they are made available to the Buyer pursuant to the Agreement.
3. If the Buyer refuses to take possession or fails to provide the information or instructions necessary for delivery, Agrolux will be entitled to store the Products at the Buyer's expense and risk.
4. If the Products are to be delivered by post or courier, Agrolux will be entitled to pass on any delivery charges.
5. The delivery period will start when
  - the Agreement has been formed, or
  - all the formalities required for performance and delivery have been fulfilled, or
  - all data to be furnished by the Buyer and all requisite documents have been provided to Agrolux, whereby any down payment agreed must have been received by Agrolux in all the aforesaid cases. In the event that this delivery period is exceeded, only Article 6.6 of these Terms and Conditions will apply.
6. The delivery periods stated by Agrolux will be observed as much as possible, but are only indicative and therefore do not count as specified performance deadlines as referred to in Section 6:83 of the Dutch Civil Code, unless the Parties have agreed otherwise in writing. Agrolux will only be in default when it has received written notice of default from the Buyer after the end of the agreed delivery period, while having failed to make use of a reasonable period for performance granted by the Buyer.
7. The Buyer will not be entitled to terminate or cancel the Agreement or to refuse to take possession of Products if Agrolux has exceeded the delivery deadline.
8. Agrolux is entitled to deliver the Products in parts. Agrolux is entitled to issue separate invoices for partial deliveries.
9. Without prejudice to the provisions of Article 13 (dealing with warranties and complaints), the Buyer must mention any shortfalls in or damage to Products and/or packaging which are or may be detected upon delivery on the delivery note, the invoice and/or the transport documents, or arrange for this to be done, failing which any complaints in this respect will no longer be processed by Agrolux. Agrolux's records will be decisive in this context.

## **Article 7. Quality of the items delivered**

1. Minor variations relative to stated dimensions, weights, numbers, colours and other similar aspects do not count as shortcomings.
2. Agrolux is entitled to combine one or more current Orders and/or Products ordered and to deliver them to the Buyer in one shipment
3. Even if Agrolux made statements to the Buyer before or after the purchase about the possible uses or applications of the Products, including statements about the estimated proceeds to be generated by the Products, the decision to buy the Product and thus achieve the envisaged objective is exclusively the Buyer's decision, without Agrolux being liable in any way for the correctness of the statement made or the result achieved.

## **Article 8. Return shipments**

1. The Buyer will only be entitled to return Products if and insofar as Agrolux has granted its prior written consent in this respect. Return shipments by the Buyer must in all cases be sent to one of the Agrolux service stations, with sufficient postage paid, unless the Parties have agreed otherwise in writing.
2. Return shipments of Products supplied will in all cases be at the Buyer's expense and risk.
3. Returned Products must be newly manufactured, marketable and packaged in the original packaging. The Buyer will compensate Agrolux for any missing parts or damaged packaging.
4. If the Buyer returns Products to Agrolux without Agrolux's consent, Agrolux will never be obliged to credit the Buyer for these Products. Products returned without consent will be at Agrolux's disposal.

## **Article 9. Retention of title**

1. Products supplied will remain Agrolux's property until the moment when the Buyer has completely fulfilled all obligations pursuant to any Agreement or Order (as provided in Section 3:92(2) of the Dutch Civil Code), including payment of any compensation, costs, interest and suchlike.
2. Agrolux will be entitled to retrieve or arrange the retrieval of Products from the place where they are kept if the Buyer fails to fulfill its obligations referred to in Article 9.1. The Buyer will fully cooperate in this. The Buyer already authorises Agrolux at the present stage to access the areas being used by or for the Buyer for that purpose. All costs associated with the retrieval of Products will be payable by the Buyer. Agrolux is also entitled to recover any damage to Products from the Buyer or to charge the Buyer for any decrease in the value of Products.

3. During the period referred to in Article 9.1, the Buyer will not be permitted to sell, pledge or otherwise encumber, rent out or lend Products or remove them from its control in any other way, except in the context of its normal business operations. Furthermore, the Buyer is obliged to take out adequate insurance for the Products during this period.
4. If third parties lay claim to Products which Agrolux delivered under retention of title, or the Buyer knows that third parties intend to lay claim to the aforesaid Products, the Buyer will immediately notify Agrolux of this in writing.
5. If the Buyer fails to fulfill its payment obligations towards Agrolux or gives Agrolux good reason to fear that it will fail to fulfill those obligations, Agrolux will be entitled to take back the Products delivered under retention of title. The Buyer grants Agrolux, or third parties to be designated by Agrolux, unconditional and irrevocable permission already at the present stage to access all locations where Agrolux's property is held and to take back those Products.
6. Any and all costs incurred as a result of this Article 9 will be at the Buyer's expense and risk.

## **Article 10. Intellectual property**

1. The drawings and technical descriptions made available to the Buyer prior to the Agreement will remain Agrolux's property, as will the quotation. They may not be used, copied, reproduced, forwarded or brought to the attention of third parties by the Buyer without Agrolux's written consent, and must be returned when Agrolux so requests.
2. All intellectual property rights to (parts of) the Products delivered or otherwise made available by Agrolux (including any documentation, designs, sketches, drawings and software) are vested in Agrolux or in its supplier or suppliers. Insofar as (parts of) these Products are protected by any intellectual property right or by an equivalent right, the Buyer will only obtain the user rights and powers which are expressly conferred on it in this article. The Buyer only has the right to use the relevant (parts of) Products within its organization in a manner that may be deemed customary for such an organization.
3. The Buyer is not permitted to remove or alter any indication affixed to or in the relevant Products with regard to copyrights, patent rights, trademarks, trade names or other intellectual property rights. Agrolux declares that, to the best of its knowledge, the relevant Products do not infringe any third-party intellectual property rights applicable in the Netherlands. The Buyer will immediately notify Agrolux in writing of any liability claim or legal action based on the assertion that the use of the relevant Products infringes any intellectual property right applicable in the Netherlands. Agrolux will be entitled, but not obliged, exclusively to conduct the defence or to agree any settlement in proceedings based on an alleged infringement

as referred to in this article. In that case, Agrolux will bear the costs and damages determined in the court ruling or as part of the settlement.

4. Agrolux accepts no liability towards the Buyer for any infringement as referred to in the previous paragraphs of this article if that infringement relates to the fact that the Buyer adjusted or altered the relevant Products, or had these operations performed by third parties, or uses the relevant Products in relation to or in combination with products which were not made available by Agrolux, or used the Products in a manner other than specified in the documentation etc.
5. Agrolux reserves the right to use the knowledge enhanced by the performance of the activities for other purposes, insofar as this does not involve the disclosure of confidential information to third parties.
6. Reports, drawings and suchlike resulting from the assigned activities will accrue to or be the property of Agrolux.
7. If the Buyer breaches the provisions of this Article 10, it will owe a penalty of EUR 10,000 (ten thousand euros) per breach, increased by an amount of EUR 1,000 (one thousand euros) for each day that the breach continues, without prejudice to any of Agrolux's other rights. The Buyer will also owe statutory commercial interest on the penalty amount concerned from the day of the breach.

### **Article 11. Secrecy**

1. The Buyer undertakes to observe strict secrecy in respect of the existence and contents of the Agreement and Order or Orders. In addition, the Buyer will observe complete secrecy in respect of all other knowledge, facts and information regarding Products and Agrolux business which Agrolux provided to the Buyer and/or all data received from Agrolux of which the Buyer knows or should know that this data is confidential and must remain secret, unless this data must be disclosed pursuant to a statutory obligation. The Party receiving confidential data will use this data only for the purpose for which it was provided. Data will in any case be regarded as confidential if it was marked as such by either Party.
2. All data, specifications or other information made available to the Buyer for the performance of the Agreement will be regarded as confidential information
3. The Buyer must immediately return information, as well as copies or other reproductions thereof, to Agrolux when the latter so requests.
4. If the Buyer breaches the provisions of Article 11.1, it will owe a penalty of EUR 25,000 (twenty- five thousand euros) per breach, without prejudice to any of Agrolux's other rights. The Buyer will also owe statutory commercial interest on the penalty amount concerned from the day of the breach.

### **Article 12. Cancellation**

1. If the Buyer wants to cancel an Agreement after it has been formed, 10% of the price of the Order (including VAT) will be charged as cancellation charges, without prejudice to Agrolux's right to full compensation, including compensation for lost profit.
2. If, having canceled the Agreement, the Buyer refuses to take possession of the Products already procured by Agrolux, such as Products and materials, whether treated or processed or not, the Buyer will be obliged to compensate Agrolux for all associated costs.
3. Notice of cancellation must be given by registered letter.

### **Article 13. Warranties and complaints**

1. Except for such longer time periods and under such conditions as may be set forth in the Agrolux Limited Warranty, accessible at [www.agrolux.com](http://www.agrolux.com) (the "Limited Warranty"), Agrolux warrants, during a period of three months from the moment when the delivery period commences in accordance with Article 6.5, that the Products it supplies are free from defects due to manufacturing faults and/or faulty materials, comply with the customary requirements and standards that may reasonably apply to them at the moment of delivery and are suitable for the purpose for which they are intended in case of normal use. Whenever the Products are used, the Buyer must itself verify whether this use is appropriate in the specific situation and meets the relevant conditions.
2. If the warranty provided by Agrolux concerns a Product manufactured by a third party, this warranty provided by Agrolux will not extend beyond the warranty under this Article 13, on the understanding that this warranty will likewise not extend beyond the warranties provided or to be provided by that third party in respect of the relevant Product, unless the Agreement stipulates otherwise.
3. Agrolux will not be bound by warranties provided by third parties in respect of a Product. If the Buyer can hold a third party liable, whether directly or indirectly, on the basis of warranties provided by this third party in respect of a Product, that Buyer will not have the right to hold Agrolux liable on the basis of the warranties provided by Agrolux as referred to in this Article 13 in respect of that Product.
4. Warranties laid down in the confirmation of the instructions or fully executed Quote will prevail over the warranties referred to earlier in this Article 13.
5. Agrolux will, at Agrolux's option as determined in Agrolux's sole discretion, either (a) repair or replace the defective Product or any component thereof; (b) accept the return of the Product and refund the money actually paid by Buyer

- for the Product; or (c) calculate the Use Value (as hereinafter defined) of the applicable Product and refund the Buyer the amount actually paid by Buyer less the Use Value. "Use Value" means the percentage, calculated by taking the time from purchase to the filing of a warranty claim by Buyer over the total Warranty Period, multiplied by the amount actually paid by Buyer for the Product. Repair or replacement may be made with a new or refurbished Product or components thereof, at Agrolux's option as determined in Agrolux's sole discretion. If the Product or a component incorporated within is no longer available, Agrolux may replace the Product or component in question with a similar product or component of similar function, at Agrolux's option as determined in Agrolux's sole discretion. The foregoing is Buyer's sole and exclusive remedy for Products that do not conform to being free from defects in materials and workmanship. Any Product or component thereof that has been repaired or replaced under this warrant shall remain covered by this warranty for the remainder of the Warranty Period. This warranty shall be null and void as to any Product or components thereof that have been subjected to non-conforming use (including without limitation use not in accordance with the product instructions, Manual, and/or guide), tampering, abuse, improper installation, operation, maintenance, storage or handling, unauthorized modifications or alterations, improper voltage supply, disruptive power surges, misuse or acts of God.
6. If Agrolux chooses to replace parts in fulfillment of its warranty obligations, the old replaced parts will become Agrolux's property and these old replaced parts must be returned to Agrolux by the Buyer.
  7. Parts which by their nature may have a working life of less than one year, such as lamps, resistors and other electronic components, will not be covered by the warranty or the Limited Warranty.
  8. No warranty is issued in respect of parts sold separately. Agrolux will not be liable for losses arising from parts sold separately.
  9. Liability under the warranty referred to in this Article 13 will be limited to repair, replacement, or refund, as applicable and as set forth above.
  10. Any form of warranty will cease to apply if a defect was caused by or arises from inexpert or improper use, incorrect storage, transport or maintenance by the Buyer and/or by third parties if the Buyer or third parties, without Agrolux's written consent, made or tried to make alterations to the Product or connected other products to it which should not be connected to it, or if the Products were treated or processed in a manner other than that prescribed. Likewise, the Buyer will be unable to claim under the warranty if the defect was caused by or is the result of circumstances beyond Agrolux's control, including without limitation weather conditions such as, but not limited to, extreme rainfall or temperatures.
  11. Upon delivery, the Buyer is obliged to examine the Products as to whether they are sound and undamaged, and whether the quality and quantity of the items delivered correspond to what was agreed.
  12. If the Buyer was shown a model, this will be presumed to have been shown as an indication only without the Product having to comply with this, unless it is expressly agreed that the Product will be identical to this model.
  13. The Buyer must mention any shortfalls in or damage to Products and/or packaging which are or may be detected upon delivery on the delivery note, the invoice and/or the transport documents, or arrange for this to be done, failing which any complaints in this respect will no longer be processed by Agrolux. Agrolux's records will be decisive in this context
  14. Furthermore, all complaints relating to immediately visible defects must be submitted to Agrolux in writing within 2 (two) days of the delivery of the Products, whereby the nature and extent of the defects must be stated.
  15. All complaints relating to defects not immediately visible must be submitted to Agrolux in writing within 8 (eight) days of the moment when such defects should reasonably have been detected, whereby the nature and extent of the defects must be stated.
  16. Complaints relating to invoices must be submitted to Agrolux in writing within 8 (eight) days of the invoice date.
  17. After the expiry of the aforesaid periods, the Buyer will be deemed to have received the Products in good condition. Furthermore, the Buyer's right to complain will lapse and complaints will no longer be processed by Agrolux.
  18. If a complaint is made in time pursuant to this Article 12, the Buyer will remain obliged to take possession of and pay for the Products bought. If the Buyer wants to return defective Products, this must be done with Agrolux's prior written consent and in the manner indicated by Agrolux.
  19. Each delivery may be regarded as a stand-alone delivery, which means that complaints relating to a particular delivery cannot affect any other delivery and/or any commitment or commitments resulting from that other delivery for the Buyer.
  20. The warranties by Agrolux contained in this Agreement cannot be transferred, assigned, or passed on from Buyer to any other party without Agrolux's prior written consent; any attempt to transfer, assign, or pass on without Agrolux's prior written consent shall be null and void.

#### **Article 14. Maximum liability**

Liability pursuant to the warranty referred to in Article 13 will never exceed the original invoice value of the Products concerned.

## Article 15. Liability

1. Without prejudice to the provisions of Article 13, Agrolux will only be liable for losses sustained by the Buyer in the event of wilful misconduct or gross negligence on the part of Agrolux or its senior staff.
2. Agrolux will not be liable for losses caused by its junior staff and by third parties engaged for the performance of the Agreement.
3. Subject to the provisions of Article 14, Agrolux will not be liable for losses sustained by the Buyer towards third parties on account of or in connection with the nature of or defects in Products supplied, or the fact that Products supplied do not possess the properties which the Buyer could reasonably expect pursuant to the Agreement.
4. Agrolux will never be liable for consequential losses sustained by the Buyer. Among other things, consequential losses include lost profit, losses suffered and costs incurred, as well as missed orders and missed savings, losses due to interruptions of production or operations and stagnation.
5. The limitations of liability set out in this article will not apply if and insofar as Agrolux's liability for the losses concerned is insured and a payout is made under the relevant insurance policy. Agrolux is not obliged to enforce its rights under the insurance policy if it is held liable by the Buyer
6. Agrolux stipulates all statutory and contractual defences which it can invoke in order to shield itself from liability towards the Buyer, also for the benefit of its junior and senior staff for whose conduct it would be liable pursuant to the law.
7. Agrolux may engage third parties for the performance of the Agreement and will be entitled at all times to invoke any limitations of liability on the part of those third parties in its turn towards the Buyer.
8. The provisions of this article, whether in isolation or in conjunction with the previous article, do not affect Agrolux's statutory liability under mandatory law.

## Article 16. Indemnification

1. The Buyer indemnifies Agrolux against all third-party claims in respect of intellectual property rights to materials or data provided by the Buyer that are used in the performance of the Agreement.
2. If the Buyer provides Agrolux with information carriers, electronic files or software, etc., it guarantees that the information carriers, electronic files or software are free from viruses and defects.
3. The Buyer indemnifies Agrolux against all third-party claims on account of product liability due to a defect in a product which the Buyer supplied to a third party and which incorporated Products supplied by Agrolux, except if and insofar as the Buyer demonstrates that the losses were caused by the Products supplied by Agrolux.

## Article 17. Termination/suspension

1. Without prejudice to Agrolux's other rights, Agrolux will be entitled, without any notice of default and without any obligation to pay compensation, to terminate all or part of the Agreement and/or Order or to suspend (further) performance of the Agreement, if:
  - (i) the Buyer fails to fulfill its obligations towards Agrolux under the Agreement, or to do so properly or in time, even if this is due to reasons beyond its control;
  - (ii) Agrolux has learned of circumstances which give it good reason to fear that the Buyer will fail to fulfill its obligations, or will fail to do so completely or in time;
  - (iii) the Buyer is declared bankrupt, granted a moratorium or placed under guardianship, or an application to this end is made, or the Buyer is dissolved or its business is ceased or wound up;
  - (iv) Agrolux is prevented from proper performance of all or part of the Agreement, whether temporarily or permanently, due to one or more circumstances beyond Agrolux's control;
  - (v) the Buyer, upon concluding the Agreement, was requested to furnish security for the fulfillment of its obligations under the Agreement and this security has not been furnished or is inadequate.
2. Furthermore, Agrolux will be entitled to terminate or arrange the termination of the Agreement if circumstances occur which are such that performance of the Agreement becomes impossible or can no longer be required according to the standards of reasonableness and fairness, or if circumstances occur otherwise which are such that unaltered maintenance of the Agreement cannot be expected within reason.
3. If the Agreement is terminated, Agrolux's claims against the Buyer will become immediately due and payable. If Agrolux suspends the fulfillment of its obligations, it will retain its claims pursuant to the law and the Agreement.
4. Agrolux will always be entitled to claim compensation.

## Article 18. Force majeure

1. Agrolux's duty to fulfill its obligations will be suspended during the period in which it is unable to perform the Agreement due to force majeure.
2. A situation in which performance is seriously obstructed is considered equivalent to inability to perform the Agreement.
3. In these Terms and Conditions, force majeure is understood to mean, in addition to the meaning assigned to it by law and case law, all external causes, whether foreseen or unforeseen, which are beyond Agrolux's control but which prevent Agrolux from fulfilling its obligations.

4. Force majeure includes, but is not limited to, the following circumstances: a shortage in the market of necessary raw materials, materials and/or workers, industrial disputes, war, war risks, civil war, riots, fire, earthquakes, water damage, floods, strikes, factory sit-ins, lock-outs, import and export restrictions, government measures, equipment breakdowns, and non-delivery or late delivery of the necessary raw materials and materials, water and/or power to Agrolux.
5. In addition, force majeure includes circumstances as referred to in the previous paragraph which occur at the business of third parties from which Agrolux procures and receives raw materials, materials, services, research reports, samples, calculations, etc.
6. Force majeure also includes the situation in which the circumstances referred to in Article 17.3 occur at the business of third parties in relation to the storage or transport of goods, whether performed by Agrolux or otherwise.
7. If the suspension of Agrolux's performance of (part of) the Agreement due to force majeure lasts more than three months, both Parties will have the right to declare (the remaining part of) the Agreement terminated. In that case, neither Party will be obliged to pay any compensation. Any advance payments will be refunded, on the understanding that the Buyer will pay for the activities performed by Agrolux until the day of termination, or (as the case may be) these activities will be settled in accordance with the agreed invoice amount.

influencing any act, decision or any inaction of such official, or to induce such official to use his/her influence with either the government or, in the case of a non-government official, with a private entity. Buyer shall take immediate steps to remedy any violation of this provision, including notifying Agrolux promptly of such violations, and taking any steps requested or required by Agrolux. Agrolux shall have the right to terminate this agreement for any such violation.

## **Article 20. Applicable law and competent court**

1. The offering of Products, Orders, the Agreement, the Terms and Conditions and all other associated legal relationships between Agrolux and the Buyer are governed by Dutch law.
2. The competent court of The Hague has exclusive jurisdiction to hear any and all disputes arising between Agrolux and the Buyer from or in relation to (the execution of) Orders, the Agreement, the Terms and Conditions and all associated legal relationships.

## **Article 19. Other provisions**

1. Since Agrolux's policy is aimed at continuous improvement of its Products, Agrolux reserves the right to alter its models when it considers this to be justified.
2. Any derogations from and addition to the Agreement, the Order and the Terms and Conditions will only be valid if they have been agreed in writing.
3. The Buyer is not permitted to transfer the Agreement or any rights and obligations arising from it to third parties without Agrolux's express prior written consent. Agrolux is entitled to transfer its rights and obligations under the Agreement to a third party. The Buyer grants its permission for this already at the present stage.
4. Agrolux prohibits bribes on its behalf or related to its business. Buyer warrants and promises that, in connection with its performance under any Agreement formed with Agrolux related to the Products or otherwise, it has not and will not make or authorize any bribes. For purposes of this paragraph a "bribe" is any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, either to any official of any government or any agency or instrumentality thereof, or to any non-governmental official as that term is defined in Dutch law, for the purposes of

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