

GENERAL TERMS AND CONDITIONS OF SALE (01/10/2014)

1. All of our quotes are without obligation. All of our orders are only accepted verbally at the customer's risk. All orders received, as well as any changes to the contractual requirements, are only binding for the seller once he has confirmed these in writing.

2. Delivery terms are only provided for informative purposes. No delay can lead to damages, a cancellation of the order, or a reduction of the purchase price.

3. The seller may ask the buyer for an advance at any time before moving to further implementation. What's more, the seller reserves the right to demand solid guarantees at all times and to ensure compliance with the agreement. Failure to meet one of these requirements shall allow the seller to dissolve the agreement, or the unfulfilled part thereof, by law and without notice, and without prejudice to its entitlement to damages. The customer will guarantee access to his premises. All performances required due to difficulties arising upon delivery will lead to additional invoicing.

4. In the event of force majeure, the seller reserves the right to either cancel the agreement or to extend the delivery term. However, if this situation continues for more than six months, the agreement may be cancelled by both parties without compensation. Examples of force majeure include: strike, lock-out, major accidents on the premises of the seller or his supplier, fire and every general event, even abroad, which may threaten the correct implementation of the agreement.

5. Unless the invoice states otherwise, our invoices are payable in cash and at the registered office. We do not deviate from this when we draw bills against buyers or receive securities as payment. In the event of non-payment on the date of expiry of one of our invoices, we reserve the right to demand immediate payment of every outstanding debt from the debtor and to cancel every order or active contract. In the event of non-payment of an invoice on the date of expiry, a late-payment interest of 1.00% per month will be legally payable, without prior notice being required, in deviation from the provisions of Article 1146 of the Civil Code. In the event of full or partial non-payment of the debt on the date of expiry without compelling reasons, following an unsuccessful formal notice, the debt balance will be increased by 12% with a minimum of € 50, even if periods of respite are granted.

6. The seller expressly rejects the printed conditions stated on the letters or documents of our customers. The buyer will therefore be unable to invoke his own terms and conditions of sale if these conflict with the terms and conditions of sale of the seller. Every buyer must agree with the terms and conditions of sale of the seller in advance. The fact that the orderer places his order with the seller means that he has read the terms and conditions of sale.

WARRANTY TERMS AND CONDITIONS

7. The valid warranty terms and conditions are the ones that apply at the time of delivery. The following warranty terms and conditions apply as of 1 October 2014 and shall replace all previous terms and conditions as of this date.

8. Our products are guaranteed against operational faults occurring due to a manufacturing or material defect. The warranty only applies if the product is in its original state, as delivered by the manufacturer.

9. The customer undertakes to immediately accept the sold goods upon delivery and to ensure that the quality and/or quantity of the delivered goods is in accordance with the agreement. Under penalty of inadmissibility, all complaints regarding visible faults to the merchandise must be made in writing within three days of the delivery of the merchandise or within three days of receipt of the invoice if it concerns a buyer who is reading the terms and conditions of sale for the first time. The report must be made as specified in Article 11. Complaints due to visible faults shall not lead to suspension of the payment obligation of the customer.

10. NV Lunoo's liability for any hidden faults in the goods delivered by NV Lunoo is limited to faults that are found within the term specified in Article 15. Under penalty of expiry of appeal, any hidden faults must be reported immediately and at the latest within eight (8) days after the discovery of the fault in the manner specified in Article 11. Complaints due to hidden faults shall not lead to suspension of the payment obligation of the customer.

11. A) All complaints must be reported:
i. via e-mail to service@lunoo.eu
ii. or by [registered] letter addressed to: Lunoo NV, Attn. Service Department, Wantestraat 14, BE 8780 Oostrozebeke

B) The report of the complaint must at least contain the following information:

iii. The name of the customer + address + telephone number
iv. Name of the device, lamp type
v. If the fault is visible: a photograph of the fault
vi. Place and date of installation
vii. Number or copy of the invoice
viii. Date on which the fault was found
ix. Detailed description of the fault
x. Hours of operation per day of the product, how many times a day the device is switched on/off on average and all other relevant information about the operating conditions of the product

12. If the fault of the product is covered by the warranty terms and conditions, we undertake to resolve it within a reasonable term. The manner in which it is resolved, i.e. repair, replacement, ... (this summary is only an example), is determined by the manufacturer. The customer accepts and acknowledges that the exceptions, exonerations and warranty limitations that the manufacturer can invoke against NV Lunoo, can also be invoked by NV Lunoo against the customer.

13. This warranty applies

- a. to the extent that the customer shows that the faults have been found in the normal operating conditions or those prescribed by the manufacturer.
- b. if the installation and maintenance manuals were observed

14. The following situations are not part of the warranty:

- a. Normal wear and tear of the technology used
- b. Normal colour shift

15. The duration of the warranty of a device is stated on the product info sheet and can be downloaded from our website www.lunoo.eu. The duration of the warranty is expressed as #Y # khr, where Y is the number of years for which the warranty will be valid, and khr is the number of guaranteed operation hours of the product expressed in 1,000 units and where the number of warranty years is limited to the number of operation hours expressed in thousands.

16. Returned products will only be accepted following written approval from us and in accordance with our instructions. Unless agreed otherwise, the expense and risk of returning the product to and from the customer are borne by the customer, as are those of the removal and installation of the devices.

17. If the repair has to be carried out on site, the travel and accommodation expenses of our staff as well as the transport costs and risk of the required equipment and tools are borne by the customer.

18. The seller has the right to demand proof regarding the working conditions of the devices if there is any suspicion that the warranty terms and conditions do not apply.

19. The warranty terms and conditions do not apply and there is no form of liability if the purchased product is sold on to a country other than that of the customer. There is no liability outside the EU.

20. For products that are not manufactured by Lunoo (products that do not bear the Lunoo label), only the manufacturer's warranty terms and conditions apply.

LIABILITY

21. Except in cases of fraud, wilful misconduct or gross negligence, the NV Lunoo is not liable to the customer or third parties for, or obliged to compensate immaterial, indirect or consequential damage, including (but not limited to) loss of revenue, loss of earnings, production limitations, administrative or staffing costs, an increase in the general costs, loss of customers, loss of data as a result of failures or interruptions in the operation of products or of the shut-down of these due to warranty or maintenance obligations or claims by third parties.

22. Insofar as NV Lunoo is dependent on the cooperation, services and deliveries of third parties in the performance of its obligations, it cannot be held liable for any damage resulting from their negligence, including gross negligence on their part.

23. The contractual and extra-contractual liability of NV Lunoo is at all times, even in the event of gross negligence, limited to the amount covered by the liability insurance held by NV Lunoo. This cover amounts to a maximum of 150,000 euros per claim, but is limited to 500,000 euros per year for all potential claims together.

OTHER PROVISIONS

24. The courts in the district where the registered office of NV Lunoo is located have exclusive jurisdiction in the event of disputes or litigation. However, we reserve the right to waive this jurisdiction clause without this compromising our other clauses. All disputes will be settled in accordance with Belgian Law.

25. If the delivery invoice is written out in the name of a third person at the request of the orderer and the goods are delivered to this third person, the orderer still remains responsible and continues to guarantee the payment of the delivery invoice. By delivering to the place indicated by the orderer, the orderer states that he has received the delivery.

26. Retention of title clause. The sold and delivered goods will remain the full property of the seller until the full payment of the purchase price, in express deviation from Art. 1583 of the Civil Code. The buyer undertakes not to dispose of the purchased goods, render them immovable or process them before payment of the full purchase price.

27. Explicit dissolving condition. The parties expressly agree that in the event of non-payment of the purchase price on the date of expiry of the invoice, the purchase-sale agreement will be legally and automatically dissolved in such a way that the seller remains entitled to collect the delivered goods from the buyer. This is all in addition to the right to claim damages.

28. Conventional pledge. The parties also expressly agree that all deliveries form one whole and as such serve as a pledge for payment of all debts pursuant to these deliveries, even those relating to other deliveries of those that are the subject of this invoice.

29. All collection costs, including judicial and extra-judicial notices, are borne by the buyer.

30. Any invalidity of one of the above provisions will only lead to the invalidity of that individual provision. All other provisions of these general terms and conditions will remain in force.

