

GENERAL TERMS AND CONDITIONS

1. Unless agreed otherwise in writing or if deviating general terms and conditions have been communicated to the customer by a company affiliated to Delta Light NV (which are applicable in that case), any offer, invoice and (future) contract between Delta Light NV or any of its affiliated companies (the “**Seller**”), and the customer (the “**Customer**”) is governed by the present terms and conditions, which form an integral part thereof and which shall prevail and take precedence over the terms and conditions (of purchase) of the Customer. Such terms and conditions (of purchase) of the Customer shall not be deemed accepted by the Seller unless the Seller expressly agrees otherwise in writing. The Customer acknowledges that the acceptance of any offer or quotation from the Seller is expressly conditioned upon agreement to the present terms and conditions.

Any deviation from or modification of the present terms and conditions can only be relied upon against the Seller provided that the Seller has granted its consent thereto in writing.

In case of any contradiction between these English general terms and conditions and a translation thereof, the terms of these English general terms and conditions shall prevail.

The present terms and conditions shall apply to contracts for the sale of products (irrespective of whether they are custom made), as well as to contracts regarding any type of installation, repair or servicing work, irrespective of their nature.

As a result of placing an order, the Customer irrevocably accepts to be bound by the present terms and conditions that are available on the Seller's website on the date that the order is placed.

2. Unless agreed otherwise in writing, prices, brochures, catalogues or proposals are non-binding and can be changed or amended by the Seller at any time. A contract shall only be effective and binding after written confirmation of the order by the Seller. In case orders are carried out without the Seller's prior written consent as to the price, prices (as indicated in the price list) valid at the day of the order shall be applicable.
3. Unless expressly stated otherwise in writing, delivery times mentioned in any written confirmation, contract or other document are indicative only and shall not be binding on the Seller, and delays in delivery shall not be a valid cause for termination of the contract. To the extent permissible under applicable mandatory law, the Seller's liability for late delivery shall always be limited to direct and foreseeable damages and shall in no event exceed 5% of the contract value (VAT excluded).

Any modification of the order by the Customer automatically implies that the indicative delivery times may be prolonged. Delivery may be suspended and indicative delivery times may be prolonged in case of any delay in the payment of advance payments by the Customer.

4. The Seller retains ownership of all products and materials until they have been fully paid for. Until such time it is strictly forbidden for the Customer to alienate or to pledge the products or to let them serve as security or to legally or physically transfer them in any other manner without the Seller's prior written consent thereto.
5. Any products and materials shall be delivered in accordance with the INCOTERMS® 2020 as agreed upon in writing by the Seller and the Customer. If no specific INCOTERMS® 2020 was agreed upon in a separate agreement, all products and materials ordered shall be delivered in accordance with INCOTERMS® 2020 Ex Works (warehouse of the Seller). Such products and materials are accepted at the place of delivery and the risk of loss or damage transfers to the Customer upon delivery (notwithstanding any retention of ownership). All freight and transportation costs will be borne by the Customer, even if it has been agreed that the Seller will take care of, organize or be otherwise involved in the transport.

It is the Customer's duty to ensure that all necessary precautions have been taken and all conditions have been met to take delivery at such time as is indicated by the Seller. All damages or costs caused because the above has not been complied with, remains solely the responsibility of the Customer.

6. If the Customer refuses to accept delivery, makes it impossible for the Seller to carry out the delivery or substantially delays the acceptance of delivery, the Seller shall be entitled to terminate the contract by giving written notice to the Customer (without there being any need for court intervention or any other formalities) and, as of such written notice, the contract shall be deemed to be terminated on account of a breach by the Customer and compensation shall be due. Without prejudice to the Seller's right to prove that the actual damage is higher, such compensation shall be deemed to amount, as a minimum, to a fixed sum of 25% – increased to 75% in the case of made-to-measure products – of the total purchase price exclusive of VAT, which amount represents the Seller's good faith estimate of its damages and administrative costs in responding to such situation, which the Customer acknowledges are liquidated damages and do not constitute a penalty.

When partial delivery has already taken place before the Customer refuses to accept any further deliveries, and such refusal makes it impossible for the Seller to carry out any further deliveries or substantially delays the acceptance of any further deliveries, the Seller shall be entitled to invoice the Customer for the part of the delivery already made and to terminate the part of the contract relating to the deliveries that have not yet been made, by giving written notice to the Customer (without there being any need for court intervention or any other formalities).

As of such written notice, the relevant part of the contract shall be deemed terminated on account of a breach by the Customer and the Seller shall be entitled to compensation. Without prejudice to the Seller's right to prove that the actual damage is higher and to claim damages accordingly, such compensation shall be deemed to amount, as a minimum, to a fixed sum of 25% – increased to 75% in the case of made-to-measure products – of the total purchase price exclusive of VAT, which amount represents the Seller's good faith estimate of its damages and administrative costs in responding to such situation, which the Customer acknowledges are liquidated damages and do not constitute a penalty.

7. Unless expressly agreed otherwise in writing in a separate agreement, the prices mentioned to the Customer shall not include any governmental taxes, levies or other charges that may become due on account of the sale or purchase of the products and materials. The Customer shall be exclusively liable to pay such taxes, levies or charges and, if they are charged to the Seller or need to be paid by the Seller as a matter of law, the Customer shall reimburse the same to the Seller without delay.
8. All invoices must be paid into the bank account number as indicated on the Seller's invoices or such other bank account as the Seller may designate in writing from time to time. Payment must be made in full and without any reduction or deduction and the relevant amount must be available in the Seller's bank account on the due date indicated on the invoice. In case of delayed payment, a legal and conventional interest shall accrue daily at a rate of 1% per month, which shall apply automatically as from the due date without any notice of default being necessary. The interest due by the Customer shall be capitalized per annum, subject to notice of default thereto by registered mail. If payment by instalments has been agreed to by the Seller and if one of the instalments is not paid or not paid in time, the remainder shall become legally due in full, increased with any interest and any conventional compensation pursuant to articles 9, 11 and/or 12 hereafter and any such other compensation as the parties may have agreed to.
9. If any outstanding amount is not paid on its due date and the Seller issues a notice of default by registered mail, any such amount due shall, as of the date of such registered letter, be automatically increased by 12%, with a minimum of € 125 as a fixed conventional compensation, which amount represents the Seller's good faith estimate of its damages and administrative costs in responding to such situation, which the Customer acknowledges are liquidated damages and do not constitute a penalty. This compensation is subject to the same legal and conventional interest accruing daily at a rate of 1% per month as from the notice of default by registered mail. The foregoing shall not prevent the Seller from proving damage in excess of such amount and to claim damages accordingly.
10. The unconditional payment of all or part of the invoiced amount shall be deemed to be acceptance of the Seller's invoice.

Partial payments shall always be accepted under reservation of, and without prejudice to any of the Seller's rights, and shall be deemed to cover the debts of the Customer in the following order of priority: any legal costs incurred, secondly interest due, thirdly any fixed compensation (as in article 9 of the present terms and conditions or as otherwise expressly agreed) and finally the principal amount.

11. In case of non-payment on the due date and if the Customer has failed to remedy the payment issue after notice of default by registered mail, the Customer shall be deemed to have committed a material breach of contract and the Seller is fully entitled at all times, and without penalty, to terminate the contract on account of such breach with immediate effect. Such termination shall require a notification by registered mail.

In such case and in consistency with provisions under article 4 above, the Seller will be fully entitled to retrieve the products and materials from where they are kept, and the Customer shall allow and facilitate such retrieving and shall be bound to pay compensation amounting, as a minimum, to a fixed sum of 25% – increased to 75% in case of made-to-measure products – of the total purchase price exclusive of VAT, which amount represents the Seller's good faith estimate of its damages and administrative costs in responding to such situation, which the Customer acknowledges are liquidated damages and do not constitute a penalty. The foregoing shall not prevent the Seller from proving damage in excess of such amount and to claim damages accordingly.

12. In case of non-payment on the due date the Seller shall also be entitled to cancel any outstanding orders of the Customer or to suspend their performance, of which the Seller will inform the Customer by registered mail. In case of cancellation, the Customer shall be bound to pay compensation amounting to a minimum fixed sum of 25% – increased to 75% in case of made-to-measure products – of the total purchase price exclusive of VAT, which amount represents the Seller's good faith estimate of its damages and administrative costs in responding to such situation, which the Customer acknowledges are liquidated damages and do not constitute a penalty. The foregoing shall not prevent the Seller from proving damage in excess of such amount and to claim damages accordingly.
13. In any case of non-payment on the due date, all outstanding amounts of the Customer (irrespective of whether they are due at the time) shall automatically become due. No notice of default shall be required to that effect. Furthermore, the Seller shall be entitled to retain any of the products ordered by the Customer which are still in the Seller's possession until such time as payment in full has been made.
14. If objective elements (such as, without limitation, protested bills of exchange, cancellation of credit, attachment or seizure or outstanding debts) indicate that the Customer is facing liquidity problems, the Seller has the right to make the fulfilment of the Seller's obligations subject to the receipt of sufficient guarantees.
15. The Seller represents that the products and materials will conform to the specifications, if any, expressly agreed to in writing by the Seller.

The Seller hereby expressly disclaims all other representations and warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose.

16. At the time of delivery the Customer shall conduct a visual inspection of the products, materials and packaging delivered by the Seller. Any shortages or apparent damages shall be detailed on the consignment note.

The Customer shall further without delay and, in order to avoid forfeiture, at the latest within three (3) days of delivery send a copy of such consignment note and provide at the same time detailed information in writing concerning shortages and/or apparent damages to the Seller including evidence of such defects.

The Customer shall immediately upon request by the Seller make available all defective products (and the original labelled packaging) or deficient packaging for inspection. Further, on the Seller's request, the Customer shall return all such products (and the original labelled packaging) or deficient packaging to the Seller or the Seller's appointed service partner.

The Seller shall not be liable for any visible lack of conformity if the Customer has failed to comply in any manner with this article 16 or with the Seller's return procedures and/or guidelines known by the Customer.

17.1 Subject to the fulfilment of the warranty conditions as set below, the Seller may only be liable for any latent defect where such defect becomes apparent:

- within 5 (five) years for products with LED/Ledflex integrated by the Seller (both indoor and outdoor);
- within 2 (two) years for conventional products (NON-LED) and Ledflex non-integrated by the Seller.

The warranty is valid as of 01/04/2023 and starts from the invoice date.

17.2 The following warranty conditions are applicable to all products delivered:

- The warranty is only applicable:
 - in case the products were installed, assembled and maintained by specialized technical staff in compliance with (i) the technical specifications and/or the instruction manuals that are provided to the Customer at the time of the purchase or delivery of the products and (ii) any applicable (local) legislation;
 - in case the products were installed in an environment free of any vapours that can be of influence on the functionality of the product (for example toxic vapours);
 - for products to be used outdoor and/or in damp locations, if they have not been installed and/or used in sauna's, steam rooms or similar locations;
 - after the first installation of the products and so no longer applicable in case of subsequent (re-)installations of said product;
 - in case the products were used in compliance with (i) the relevant technical specifications mentioned on the products and (ii) the intended purpose/use of the products (as may be mentioned in the technical specifications, installation sheet and/or fixture labels);
 - in case no changes or repairs were made to the products (except with the relevant prior written authorization from the Seller).
- The Customer has duly paid the products in accordance with the payment terms of the relevant sales contract.
- If the products are used for the purposes for which they were intended and in conditions in accordance with the technical specifications indicated in the instruction manuals with ambient temperature of:
 - 40°C or less for outdoor products
 - 25°C or less for indoor products.Unless differently indicated in the technical data.
- With regard to products that are destined for outdoor use only, the warranty is only valid if:
 - the products have been switched on for a minimum of one hour per day;
 - the products have been switched on no earlier than 30 minutes after sunset and are switched off after sunrise;
 - the products have been properly cleaned with clear water and a non-abrasive cloth on (at least) a quarterly basis. Depending on the location where the products are installed/used and certain weather conditions, the products need be cleaned on a more frequent basis;

Outdoor products are manufactured with the DELTA LIGHT inhouse pre-treatment and coating process: "Delta Light Quali Protect" and "Delta Light Supreme Texture". This ensures high quality in terms of resistance to corrosion, abrasion and flaking. Said Products are covered by this warranty provided defects, if any, affect the structural/mechanical/electrical safety thereof and are caused by a defective product manufacturing process.

- The warranty does *not* cover and the Seller cannot not be held liable for:
 - any defect to the products resulting from (i) any assembly or processing, maintenance or installation of the products contrary to the technical specifications and/or the instruction manuals that are provided to the Customer at the time of the purchase or delivery of the products and of which the Customer declares having received a copy (or was able to consult on the Seller's website) or (ii) negligence, (iii) abnormal usage of the products or (iv) usage that is contrary to the intended purpose/use of the products;

- any defect to the products resulting from external causes or events such as accidents, abuse, misuse, mishandling, fire, theft, vandalism, explosion, natural disaster, or other external causes;
- any defect to the products caused during processing, assembly or maintenance, changes and/or repairs made to the products by the Customer or a third party;
- any defect to the products caused by power surges whose range or duration exceed (i) 1,000 V between conductors (L and N) and/or (ii) 2,000 V between the conductor and the ground (L and PE, N and PE);
- any defect to specific parts of the products subject to (normal) wear and tear, such as light sources, batteries, plastic parts made of polycarbonate and PMMA, mechanical parts subject to (normal) wear and tear or fans used for active heat dissipation in products with LED sources;
- any software defects, bugs or viruses;
- products sold by the Seller under the brand of a different manufacturer;
except for power supplies, which have the extended warranty of 5 years.
- any damage to the paintwork of the products caused by contact (with the ground or otherwise) or exposure to chemical substances (such as sulfur, acids, chlorine, lava stone, limestone and others) and/or any harmful liquid, fertilizers, salt water and water containing corrosive agents and stray electrical currents;
- any compatibility issues between the products and the installation environment (e.g. control system & power supply);
- any defect in a lighting control system.

17.3 Additional warranty conditions applicable to the five-year warranty on LED Products:

- The five-year warranty is only applicable in case the LED Products are installed with the relevant power supplies purchased from the Seller. The Customer shall order both the LED Products and the relevant power supplies at the same time.
- The five-year warranty is only applicable in case ambient temperature and any applicable voltage limit values are not exceeded and the LED Products are not subjected to mechanical and/or thermal loads which do not comply with its intended purpose/use.
- The following products are excluded from this five-year warranty: Led Filament E27 & LED solution/HALOLED.
- Light output depreciation for LED Products, in correspondence with the specifications mentioned in the Delta Light Lighting Bible or on the Delta Light website, is considered as normal and therefore not covered by this five-year warranty. In the event of subsequent deliveries of LED Products, deviations in the light properties compared to previous deliveries may arise due to technological advancements. Such deviations are not covered by this five-year warranty .
- This five-year warranty does not cover any change in colour temperature.

17.4 In case of a deemed latent defect to a product, the following shall apply:

- The Customer shall be required to inform the Seller in writing (by registered mail) within 8 days following the date on which the Customer becomes aware of a latent defect. Such written communication must set out in reasonable detail the nature of the latent defect and include evidence of such defect. Upon simple request of the Seller, the Customer shall further provide to the Seller proof of purchase, a detailed description of the claim and proof of correct installation of the product (by means of pictures, video or other reasonable means).
- The burden of proof regarding the latent defects shall be on the Customer. There shall be deemed not to be a latent defect for the purposes of this article if, at the time the contract was concluded, the Customer was aware, or could not reasonably be unaware of it.
- The Customer shall make available all defective products for inspection upon request by the Seller. Further, on the Seller's request the Customer shall return all such products to the Seller or the Seller's appointed service partner.
- The Seller shall determine whether or not the defective products are covered under the warranty.

- In the event that the Customer has outstanding debts vis-à-vis the Seller, the Seller shall be entitled to suspend its obligations under this article 17 vis-à-vis the Customer until receipt of full payment of the outstanding indebtedness.

The Seller shall not be liable for any latent defect if the Customer has failed to comply in any manner with this article 17 or with the Seller's return procedures and/or guidelines known by the Customer. After six months following the notification of the latent defects, no legal procedure can be instituted by the Customer on the grounds of latent defects, while legal action within this time limit can be brought only in so far as the remarks have been formulated and forwarded in accordance with this article 17.

- 18.1 In case of a by the Seller confirmed visual lack of conformity or latent defect that has been notified to the Seller in accordance with articles 16 or 17 (subject to fulfilment of the warranty conditions) above, the Customer is only entitled to the following remedies, at the Seller's sole discretion: (i) the reparation of the defective product; or (ii) the replacement of the defective parts or the entire product; or (iii) a reimbursement of (a part of) the purchase price relating to the non-conform or defective product (or part thereof).

In the event that the Customer has outstanding debts vis-à-vis the Seller, the Seller shall be entitled to suspend its obligations under this article 18 vis-à-vis the Customer until receipt of full payment of the outstanding indebtedness.

Apart from the costs strictly related to conducting the repair or replacement of the defective products (or parts), the Seller shall not be liable for any other costs, transport costs, installation costs, expenditures, (indirect) damages or any other financial obligation that is in any manner related to the defect in the products and materials or any possible consequence thereof. Any other liability that is imposed by applicable mandatory law shall, to the extent permitted by such applicable mandatory law, be limited to (i) the invoice value of the order of the Customer, at least for that part of the order to which the liability relates, or (ii) if covered by the Seller's liability insurance, the amount covered by that liability insurance.

The limitation of liability above shall also apply with respect to possible claims raised by third parties with regard to the delivered products and the Customer shall hold the Seller harmless for any claims of third parties exceeding this limited liability.

In case the Seller decides to replace the defective (part of the) product, the replacement product (or part) can deviate from the original product (or part) that was delivered to the Customer due to technological innovations or (minor) design changes made since the release of the original product. Any replacement product (or part) shall, however, remain an equivalent functionality compared to the original product (or part). The remaining part of the warranty period remains applicable to the repaired or replaced product (or parts thereof).

In case the Seller decides that the purchase price of the defected product will be reimbursed, the Seller shall reimburse the relevant amount to the Customer and the Customer shall be obliged to reimburse to its end customer the amount such end customer paid to the Customer for said product.

- 18.2 Any (light) advice and/or recommendations – in particular, without limitation, in the form of photometric planning or design – provided by the Seller to the Customer are without obligation and the Seller offers no guarantee whatsoever on these (light) advice and/or recommendations. The Customer remains at all times solely responsible for the installation of the Seller's products and the Customer shall indemnify the Seller against any claims from third parties in this respect. Except in the case of fraud or intent, the Seller therefore accepts no liability for any damage of any nature whatsoever following from or arising from acts and/or decisions based on any (light) advice and/or recommendation given to the Customer. If, irrespective of the foregoing, the Seller would nevertheless be held liable in any way on the basis of any applicable mandatory law for damage following from or arising from (light) advice and/or recommendations provided, its liability will in any case be limited to the amount covered by the Seller's insurance.
- 18.3 The Customer shall inform the Seller of all complaints received concerning the products. If the Seller so requires, the Customer undertakes to carefully follow up regarding all complaints with the purpose of avoiding damage and questioning of the goodwill pertaining to the Seller and the products.

- 18.4 End Users (those purchasing products directly from Customers of the Seller, and not from the Seller) should direct all inquiries for returns to the Customer from whom the End User purchased the products, and not the Seller.
19. Without the Seller's written and specific consent, the amounts owed by the Customer to the Seller cannot in any way be offset against any amount the Customer may claim the Seller owes it. Neither can the Customer invoke such claims to justify the suspension or postponement of its payment obligations towards the Seller.
20. In case of force majeure, even if this does not result in a permanent and/or absolute impossibility to carry out the contract, the Seller has the right, by law, to suspend its obligations or to terminate the contract in whole or in part, after giving prior written notice thereof to the Customer. The Seller shall not be obliged to prove the unaccountable and unforeseeable nature of the circumstance constituting force majeure. Any suspension or termination due to force majeure shall in no case entitle the Customer to any form of indemnification.
- Conventional force majeure situations include, without limitation: war, a strike or lock-out, (operational) accidents, shortages of (raw) materials, fuel, electricity or energy, (exceptional) weather conditions, fire, natural and/or other disasters, terrorism or terrorist threats, an epidemic or pandemic (including any resulting governmental action), governmental decisions which influence the execution of the obligations, force majeure on the part of one or more of the Seller's suppliers or subcontractors, any errors or delays attributable to third parties, or any other causes similar to the causes listed above.
21. In the event that a change in economic circumstances (which could not reasonably have been foreseen at the time of the conclusion of the contract and which is not imputable to the Seller) results in the performance of the contract being so onerous for the Seller that its performance can no longer reasonably be required by the Seller, the Seller may, upon notice to the Customer, require the parties to enter into negotiations in good faith with a view to a fair revision of the contract, in order to bring it in line with what the parties would have reasonably agreed to at the time of the conclusion of the contract if they had taken into account this change in economic conditions. In case no agreement is reached between the parties within a period of 90 days after such notification, the Seller may terminate the contract by giving a 30 days written notice to the Customer by registered letter, without the Seller being liable to pay any compensation or damages to the Customer.
22. If any clause of the present terms and conditions is found to be void, invalid or unenforceable for any reason, the remainder of these terms and conditions shall not be affected and shall remain in full force and effect. In such a case the Seller and the Customer will negotiate in good faith and replace the void, invalid or unenforceable clause with a legally valid and enforceable clause that is as close as possible to the purpose and purport of the original clause.
23. Unless the Seller opts to bring a claim against the Customer before the courts of the judicial district in which the Customer has its registered office, any dispute between the Seller and the Customer shall be within the exclusive jurisdiction of the Courts of Ghent, division Kortrijk. This jurisdiction clause applies to all types of proceedings, including summary proceedings or proceedings to secure interim or conservatory measures.

The present terms and conditions are governed by and must be interpreted in accordance with the laws of Belgium. The applicability of the Vienna Convention on the International Sale of Goods is hereby explicitly excluded. All other matters that have not been expressly specified shall be governed by Belgian common law.
