



General terms and conditions Highbay Company B.V.

1. These conditions apply to all agreements between Highbay Company B.V. ("HBC") and (potential) buyers and clients ("customers"). The conditions shall also apply to legal relationships and supplementary and follow-up purchases or follow-up orders preceding and resulting from such agreements.
2. The customer who enters into an agreement with HBC is deemed to be acting on commercial basis. If no purchase price has been explicitly agreed upon, the price per product shall be as shown on the most recent version of the price list available at the office of HBC. HBC shall, on request, send a copy of the most recent version of this list to the purchasers.
3. Any written record of the contract by HBC takes precedence over these conditions in the event of conflict. Deviations from any written record of the contract or these terms and conditions shall be deemed to have been agreed upon only after such deviations have been confirmed by an authorised representative of HBC. The administration of HBC is presumed to have fully and correctly recorded the arrangements made and shall serve as full evidence of the agreement concluded.
4. Offers made by HBC (including availability, delivery time, pricing, and execution) are non-binding. These offers expire within fourteen calendar days, can only be accepted in their entirety and are subject to errors or typing errors. The prices quoted are exclusive of turnover fax.
5. Images of products shown by HBC and stated specifications, dimensions and data are approximate. Goods finally to be delivered by HBC may deviate to a certain extent from this, without this leading to the product not being in accordance with the agreement. The customer is obliged to state special requirements and/or necessary specifications in writing to HBC in advance if HBC should deviate from this provision.
6. HBC reserves the right to unilaterally cancel agreements (in whole or in part) without giving any reason and without any liability for damages on its part. HBC is also authorised to dissolve contracts in the event of bankruptcy of the customer, suspension of payment granted to the customer or extra-legal debt rescheduling of the customer. Furthermore, HBC may dissolve a contract with a customer if the ultimate control of the customer's business changes during or after the conclusion of the contract.
7. Once a contract has been concluded, the customer cannot cancel it except with the consent of HBC. HBC is entitled in the event of cancellation by the customer to charge compensation of 15% of the invoice amount, or so much more as the loss due to cancellation amounts to.
8. HBC may engage third parties for the execution of the agreement or cooperate with third parties. Such third parties are also entitled to invoke these conditions. HBC is in no way liable for errors made by third parties engaged at the request of the customer. The customer indemnifies HBC from all claims in connection with disputes between the customer and engaged third parties, or on behalf of those engaged third parties.



9. HBC is entitled to deliver in parts, which can be invoiced separately. Customers are responsible for and bear the risk of the transport of goods, unless otherwise agreed. The place of delivery is the place where HBC hands over the goods to the carrier. The complaint period for goods delivered by HBC to the customer is fourteen days from (each) delivery to the carrier. The customer is expected to inspect delivered goods within that period. HBC is authorised not to deal with complaints received after that period. The preceding sentence does not apply to defects which could only have been discovered after the expiry of the aforementioned complaints period.
10. Unless HBC has stated otherwise, a guarantee period of two years following delivery applies to LED lamps supplied. A claim under this guarantee must be made within that period and as soon as reasonably possible after the discovery of a circumstance giving rise to a claim under the guarantee.
11. The term of payment of invoices is fourteen days, unless agreed otherwise. The customer is deemed to have accepted an invoice from HBC, if any objections are not made known within fourteen days of receipt. Payments can only be made in full into the bank account IBAN NL54 RABO0355865408 in the name of Highbay Company B.V. HBC will never request by e-mail, text message or telephone that payments be made into another account. The customer must verify such requests with an authorised representative of HBC. The customer is not entitled to offset any (alleged) claim on HBC against any amounts owed to HBC. The customer gives HBC permission in advance to offset advance payments made by the customer (irrespective of the further description) against any outstanding invoices by HBC.
12. HBC retains the right of ownership of all goods delivered to the customer until the purchase price and any costs and interest payable by the customer to HBC have been paid in full. The customer may not resell, exchange, pledge or otherwise encumber delivered goods unless and after he has obtained full ownership thereof. Until such time, the customer is obliged to store the delivered goods properly in a locked and adequately secured area. Furthermore, the customer is obliged to immediately inform HBC in case of seizure or theft of the delivered goods. HBC is entitled to attribute payments received to goods delivered to the customer which are no longer in the possession of the customer. In case of similar deliveries, it is assumed between HBC and the customer that products corresponding to those deliveries and in the possession of the customer have been delivered by HBC and are subject to retention of title.
13. HBC's liability is in all cases limited to the amount paid out in the relevant case by HBC's liability insurance increased by the amount of any excess under the relevant insurance. If for whatever reason no payment is made under the liability insurance, liability is in any case limited to an amount equal to the amount paid by the customer under the relevant contract, with a maximum of EURO 5,000. HBC is in no event obliged to compensate loss or profit, trading loss and (other) consequential loss.
14. All claims for damages by the customer lapse
 - a. if the customer has not informed HBC within two months of discovery of a possible ground for liability;
 - b. within one year from the notification referred to in point 'a' or the latest date on which it should have been made.
15. Customers may not transfer or pledge their legal relationship with (including claims against) HBC or third parties. The provision in the previous sentence has the effect of property law as referred to in Section 3:83(2) of the Dutch Civil Code.



16. HBC can change these general conditions. After such change, the changed conditions are part of the agreement with the customer or other party, unless the latter terminates the agreement with HBC within three months after becoming aware of the change.
17. HBC protects the personal data received from the customer. HBC will use these details insofar as such use is deemed necessary by HBC for the correct execution of the agreement. These personal data will be kept for the statutory period and then destroyed. The customer may demand inspection and correction of such personal data.
18. The legal relationship between the customer and HBC is governed by the Dutch law. Only the court in the district (if applicable, the canton) in which HBC has its registered office is authorised to take cognisance of all disputes relating to that legal relationship, except where the law or treaty imperatively provides otherwise. In addition, HBC is exclusively authorised, in deviation from the previous sentence, to opt for the court which has jurisdiction according to the law.
19. If a translation of these terms and conditions has been provided, the Dutch text shall be binding. If, however, only the translation of these terms and conditions has been provided to the customer, that translation shall be binding.