

# POLELED

## INCREASE YOUR VISIBILITY

PoleLed BV The Netherlands. General Terms and Conditions

1. Applicability of the present General Terms and Conditions
  - 1.1 The present General Terms and Conditions shall apply to all offers made by us to, and all agreements entered into by us with, third parties, hereinafter called "the Customer".
  - 1.2 Derogatory terms and conditions used by the Customer that are in conflict with and/or that deviate from the present General Terms and Conditions shall not be binding for us.
2. Offers
  - 2.1 All our offers shall be without engagement, unless they contain a period for acceptance. If an offer contains an offer without engagement and that offer is accepted, we shall have the right to revoke the offer within 4 working days after the day of receipt of the acceptance. Offers shall not be valid for more than one month, unless expressly stated otherwise.
  - 2.2 All price lists, brochures and other information provided by us in an offer are as accurate as possible. We shall only be bound thereto if we have expressly confirmed the same in writing.
  - 2.3 We reserve the right to refuse orders or to ship them cash on delivery without giving reasons.
3. Agreement
  - 3.1 Subject to the provisions set forth hereinafter, an agreement with us shall not come about until after we have expressly accepted or confirmed an order in writing. The order confirmation shall be deemed to reflect the agreement correctly and in full.
  - 3.2 Any additional agreements or modifications made later, as well as (oral) agreements with hand/or promises made by our staff or on our behalf by our sales representatives, agents, representatives or other commission agents, shall only bind us if they have confirmed by us in writing.
  - 3.3 For deliveries for which no offer or order confirmation has been sent, the invoice or proforma invoice shall also be considered to be an order confirmation, which shall also be deemed to reflect the agreement correctly and in full.
  - 3.4 We shall have the right at or after the coming about of the agreement, before making any (further) performance, to require a security from the Customer holding that both the payment obligations and the other obligations will be performed.
4. Delivery/Delivery period.
  - 4.1 Stated delivery periods shall never be considered to be fatal periods, unless expressly agreed otherwise in writing. In case of untimely delivery we will have to be placed in default in writing and will have to be granted a reasonable period within delivery may yet be made.
  - 4.2 Unless agreed otherwise, delivery shall be effected ex our company/warehouse.
  - 4.3 The Customer shall be held to accept delivery of the purchased goods at the time that they are made available to him in accordance with the agreement. If the Customer refuses to accept delivery or fails to provide the information or the instructions that are necessary for the delivery, the goods shall be stored for the risk of the Customer. In that case the Customer shall also be due any additional costs, among which in any case storage costs.
  - 4.4 If the delivered goods are returned for any reason whatsoever, the costs involved in that shall, unless agreed otherwise, be for the charge of the Customer. The Customer shall continue to be liable for the products during the transport thereof. A return shipment shall not be completed after the actual receipt of the products.
5. Prices
  - 5.1 Unless stated otherwise, all quotations shall be subject to the provision of price changes.
  - 5.2 All stated prices shall be in Euros and exclusive of VAT and transport costs, unless the parties agree otherwise in writing.
  - 5.3 If we have agreed a specific price with the Customer, we shall have the right to increase the price: we shall have the right to charge through any increases in taxes and excise duties, changes in currencies and other costs increasing circumstances.
6. Payment Conditions
  - 6.1 Payments shall be made in cash, unless we have agreed a (or another) payment period with the Customer, in which case payment will have to be made within the period stated on the invoice. After expiry of that period the Customer shall be in default without any notification of default be due on the due and payable amount an interest of 1,5% per month. The Customer shall also be due all costs incurred by us to collect the claim, both judicial and extrajudicial.
  - 6.2 The claims on the Customer shall be payable on demand in case of liquidation, bankruptcy, and suspension of payments or application of the debt-rescheduling arrangement for natural persons.
  - 6.3 Payment shall exclusively be made in the manner specified by us and at the address stated by us.
  - 6.4 Without our express written permission the Customer shall not be permitted to set off this payment obligation towards us in any way whatsoever.
  - 6.5 Each payment by the Customer shall in the first place be applied to pay costs, then interest and subsequently the payable invoices that are outstanding for the longest time, also if the Customer states the payment regards another invoice.
  - 6.6 We shall at all times, also after the coming about of an agreement, have the right to require further securities for a proper performance of the obligations by the Customer. If these securities are not provided, we shall have the right to consider the agreement(s) concluded with the Customer as having been dissolved without being held to pay and damages or, at our sole discretion, to suspend the performance until the aforesaid securities have been provided.
7. Reservations of Ownership.
  - 7.1 Delivered goods shall remain our property until the principal has fully met his payment obligations, including the obligation to pay interests and costs, in respect of all that which the principal is still due to us. If the Customer fails to perform his payment obligations as referred to in Clause 6 of the present General Terms and Conditions. In time or at all, we shall have the right to take back the delivered goods without prejudice to our claims for damages towards the Customer because of his failure in the performance of the agreement.
8. Warranty/Complaints.
  - 8.1 For all goods delivered by us, the warranty period shall apply that has been granted by the manufacturer of the goods, unless another period is expressly agreed.
  - 8.2 If during the period referred to in paragraph 1 the goods show defects or shortcomings in design, material or construction, the Customer shall be entitled to have the goods repaired, this with due observance of the provisions set forth in paragraph 1 of this clause. If the warranty obligations of the manufacturer of the goods offer that possibility, the Customer may ask for replacement of the goods if repair gives rise to objections. The Customer shall only be entitled to replacement if it appears from our experts assessment that repair of the goods is not possible.
  - 8.3 Poleled BV offers a warranty on its led products of 2 years for construction and design errors. Defects resulting from a failure to observe the installation instructions are not covered by any warranty. Defects resulting from any failure to take precautionary measures to prevent the influence of static electricity are not covered by any warranty either.
  - 8.4 Defects from the glass parts from the flagpole light fixtures by falling parts from flags, flagpoles, counter weights or other parts from a flagpole are not covered by any either.
  - 8.5 Poleled BV can never be held liable for the so-called "ageing effect" of used leds, due to which the leds during their life span will produce less light and the so-called "colour-temperature" will start to deviate from that of new leds.
9. Liability
  - 9.1 Without prejudice to the provisions set forth in Clause 8, we shall never be liable for any damage resulting from the execution of the agreement. Neither shall we be liable for any consequential damage suffered by third parties.
  - 9.2 If and in so far we are liable, our liability shall be limited to the relevant value of the delivered goods, exclusive of VAT.
  - 9.3 Risk/Transport: As from the moment of delivery of goods by us, the goods shall be for the risk of the Customer even if they still are our property, therefore also if the goods have been made available to the Customer on approval for a set period of time. If on arrival of the goods it appears that they are damaged, the Customer shall, before accepting delivery of these goods, have the shipping agent draw up a damage report, failing which no liability whatsoever is accepted by us.
10. Transfer of Rights and Obligations
  - 10.1 We shall have the right to transfer any rights and obligations defined in any agreement with the Customer to third parties. If obligations of the Customer are transferred, we shall inform the Customer thereof and the Customer shall have the right to dissolve the agreement. We shall not be held to pay any damages in respect thereof.
  - 10.2 The Customer shall without our prior written permission not have the right to transfer his rights and/or obligations under any agreement to any third party.
11. Industrial Property
  - 11.1 All drawings, images, pictures, measures and weights provided and stated by us, as well as any other information provided by us to the Customer within the framework of the agreement, shall remain our property with express reservation of the copyrights, model rights and patent rights. Save with our express prior written permission the Customer shall refrain from copying or having others copy this information and from making it available to third parties for inspection or otherwise.
12. Governing Law.
  - 12.1 All agreements concluded by us shall exclusively be governed by the laws of the Netherlands.
13. Disputes
  - 13.1 All disputes shall be settled by the District Court of Arnhem, the Netherlands without prejudice to our right to submit a dispute to the court that is competent according to the normal jurisdiction rules.
14. Amendments to the present General Terms and Conditions
  - 14.1 We shall have the right to amend the present General Terms and Conditions. These amendments shall be effective at the announced time of their becoming effective. We will send the amended conditions to the other party in a timely manner. If no date of entering into effect has been stated, amendments shall enter into effect towards the other party as soon as he has been notified of the amendment.