

GENERAL TERMS AND CONDITIONS DYDELL

Thank you for your confidence in the multi-functional lighting system of DYDELL BV. We strive for an optimal relationship with our customers and take your rights seriously and do everything to deliver a high quality and service.

It is important that you are fully informed so that you know what you may expect from us.

Article 1: Identity of the entrepreneur and definitions

- 1.1 DYDELL BV supplies products and services to companies and consumers, hereinafter referred to as 'client'.
- 1.2 To the following concepts, mentioned in these general terms conditions, the corresponding meaning is given:
 - A. DYDELL BV: the name of the entrepreneur is DYDELL BV, hereinafter to be referred to as "DYDELL"

Business address and physical address:

Küppersweg 83

2031 EB Haarlem

Telephone number: 023 – 529 3888

Availability: from Monday to Friday from 9:00 hours to 17:00 hours

E-mail address: info@dydell.com

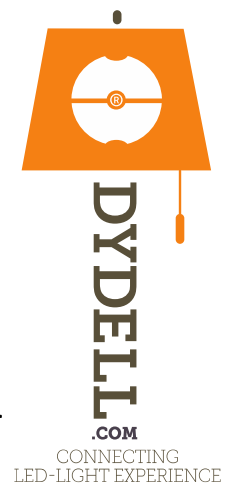
Chamber of Commerce number: 521676580000

VAT identification number: NL850326722B01

- B. Agreement: the agreement between client and DYDELL to which these general terms and conditions apply.
- C. Work: the whole of design, light sources, control system, fixtures, installation - including the delivery of goods and services - that DYDELL must perform in order to comply with the agreement.

Article 2: Applicability

- 2.1 These general terms and conditions apply to all operations of DYDELL, such as offers, agreements or acceptances of assignments in the context of an agreement, and also prevail over the general terms and conditions of the client if DYDELL has not explicitly rejected the applicability thereof. A reference by the client to its own purchase, tenders or other conditions is not accepted by DYDELL. The general terms and conditions are included with the quotation or can be consulted via www.dydell.com



DYDELL BV

Küppersweg 83
2031 EB Haarlem
The Netherlands

Telephone

+31(0)23 529 38 88

E-mail

info@dydell.com

Bank

ABN AMRO
NL35ABNA0421024550

BIC

ABNAL2A

KvK/CoC

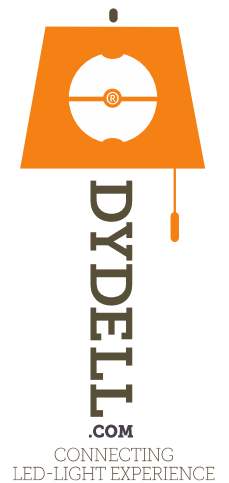
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- 2.2 These general conditions apply to all offers and all agreements entered into by DYDELL. These general terms and conditions can be consulted on the internet via www.dydell.com.
- 2.3 By placing an order, the client agrees to these general terms and conditions of DYDELL.
- 2.4 In addition to and as a complement to the provisions in paragraph 2.1, these general terms and conditions apply if the client has accepted the validity thereof in prior agreements with the technical contractor.



Article 3. The offer

- 3.1 The offer contains as complete and accurate a description as possible of the products offered. Apparent mistakes or apparent errors in the offer do not bind us.
- 3.2 Any offer is valid until the time of expiry of the offer. If the offer has a limited period of validity or takes place under certain conditions, this will be explicitly stated in the offer.

Article 4: The agreement

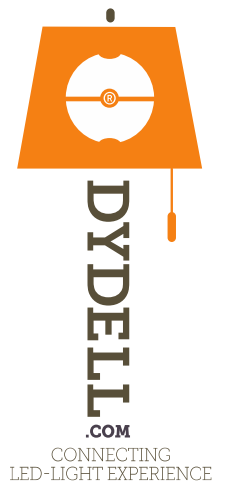
- 4.1 An agreement is concluded when the offer from DYDELL is accepted by client and DYDELL:
- a. has confirmed the acceptance in writing
 - b. has confirmed the order in writing.
- 4.2 DYDELL is entitled to refuse orders or to attach certain conditions to the delivery. If an order is not accepted, DYDELL will communicate this within ten (10) working days after receipt of the order.

Article 5: Prices and payments

- 5.1 All products and offers from DYDELL are non-binding and we reserve the right to change the prices.
- 5.2 The prices for the offered products are in euros, excluding VAT, excluding shipping costs, excluding installation costs and any taxes or other levies, unless explicitly stated otherwise. Orders can be picked up at the designated pickup location if desired.



- 5.3 If the prices for the offered products increase in the period between the order and the execution thereof, the client is entitled to cancel the order or to dissolve the agreement within ten (10) days after notification of the price increase by DYDELL.
- 5.4 Payment of the order must be made in a manner as indicated on the quotation. Additional (payment/order) conditions may be stipulated for an order.
- 5.5 The order shall be delivered as quickly as possible to the specified address, after the payment has been received or the agreed payment conditions have been met.



Article 6: Delivery of the articles

- 6.1 The DYDELL online quotation module clearly states the expected delivery time per product. No rights can be derived from the delivery times mentioned. The delivery time begins at such time as the agreed payment conditions have been met, such as making a down payment.
- 6.2 Lamps ordered from DYDELL are customized products. For this reason, the right of withdrawal does not apply to orders from DYDELL.
- 6.3 The client is responsible for the correct and complete entering of the data required for the delivery.
- 6.4 If the delivery time can not be fulfilled, DYDELL will inform the client thereof in good time and offer the possibility to terminate the agreement or to agree on a new delivery time. Amounts already paid will be returned upon dissolution within 30 days.

Article 7: Wireless control and application of Casambi

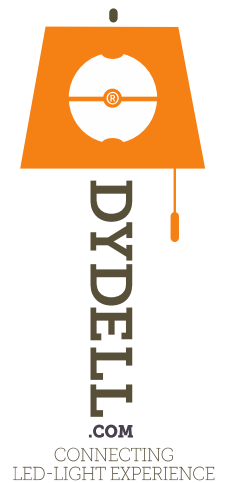
- 7.1 DYDELL does not guarantee that the application of Casambi, applied by her, functions without defects. DYDELL furthermore does not guarantee that such errors and/or defects in the application will be corrected.
- 7.2 DYDELL is not responsible for:
 - a proper connection of the LED lamp within a home network
 - the strength of the connection of the LED lamp with mobile devices or external accessories such as wall control buttons.
 - a stable wireless lamp control via an application
 - the temporary loss of the network
 - the loss of possible settings

Article 8: Installation-service

- 8.1 DYDELL can (for a fee) ensure that the product is installed.



- 8.2 If agreed, the installer installs the products throughout the Netherlands with the exception of the Wadden Islands. In case of installation outside the aforementioned working area, client contacts DYDELL so that she will draw up an appropriate offer.
- 8.3 To use the installation service, the following conditions apply:
- Old (hanging) lamps, if any, should be removed so that the installer can immediately install the new lamp. Of course, the installer can also remove the old lamp. In this case, DYDELL is entitled to charge for any additional time and thus associated costs.
 - Any wall dimmers should be replaced for a light switch with ON/OFF functionality. Client itself must ensure that this light button with ON/OFF functionality is in the house before the installer installs the light.
 - The installer is able to hang lamps up to 4.5 meters high. If your ceiling is higher than 4.5 meters, please contact us for an appropriate offer including the rent of a scaffold.
- 8.4 If the client does not meet the conditions set out in article 8.3, the costs incurred may be recovered from the client.
- 8.5 DYDELL is not liable for the installation if client itself proceeds to installation of the lamps or control system.
- 8.6 The guarantee on the installation provided by DYDELL is one year.

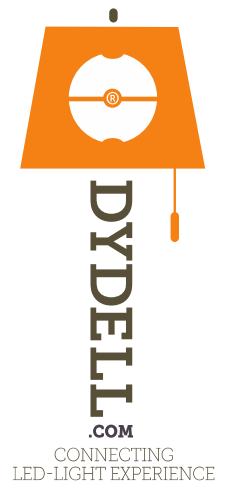


Article 9: Supervision and storage of lamps to be installed

- 9.1 When it has been agreed that the lamps will be delivered to the final location, the delivery must be inspected by client upon receipt. Inspection is understood as: opening the boxes and checking the lamps, fixtures and control system for possible transport damage.
- 9.2 If there is any damage, contact should be made within 24 hours with DYDELL (info@dydell.com 023-5293888). A picture of the damaged lamp must be taken which should be sent to DYDELL.
- 9.3 The damage stated must be specified on the packing slip. If possible, the client returns the damaged item to the carrier.
- 9.4 Client is obliged to carefully handle the received lamps with due diligence. From the moment of receipt of the order, the client shall be responsible for the lamps and DYDELL can not be held liable for, for example, theft or damage.
- 9.5 In consultation with the client, DYDELL integrates the lighting system in the supplied fixtures on location. Should DYDELL discover any damage during the opening of the boxes, it will immediately report this to the client.



- 9.6 When DYDELL has been commissioned to take care of the entire installation, DYDELL integrates its lighting system into the lamps and installs them directly at the desired location.
- 9.7 DYDELL is responsible for any damage caused by DYDELL during the integration of the LED lighting system in the lamps or during the installation of the lamps and the control system.
- 9.8 If DYDELL has been instructed to take care of the integration of the lighting system on site, whereby a third (house) installer has been appointed to take care of the actual installation, the responsible contact person must again check the order for possible damage. If no damage has been detected, the packing slip must be signed for damage-free receipt. DYDELL recommends installing this as soon as possible after integration of the LED light system in the fixtures.
- 9.9 DYDELL can not be held responsible for any damage that may have occurred during the storage period after the integration of the lighting system has taken place or during the installation period which is provided by a third party.



Article 10: Warranty conditions

- 10.1 DYDELL gives a two-year warranty on its LED light sources. In accordance with the product description, the manufacturer's warranty on fixtures in which the LED light sphere is integrated is complied with.
- 10.2 Cases of breakage or damage will only be dealt with if the client notifies DYDELL within 48 hours of receipt of the products. The return procedure is described on www.dydell.com/klantenservice.
- 10.3 The client can not claim the warranty if the defect has been caused by:
- incorrect or improper installation of the lamp; pendant lamps must be installed by a recognized installer.
 - defects caused by use not corresponding to its purpose or improper use;
 - damage due to intent or gross negligence;
 - defects or wear due to negligent maintenance;
 - if changes have been made in or on the item by third parties;
 - if the date on the invoice has been changed or made illegible;
 - in case of external calamities such as lightning and the like, overheating by central or other heating or by using a higher wattage or a different dimmer than prescribed;
 - exposure to humidity, extreme heat or sunlight or extreme cold;
 - costs caused by third parties for repair of a faulty item will not be reimbursed;
 - a LED light bulb integrated in a fixture that has not been approved by DYDELL.



Article 11: Exclusion of liability

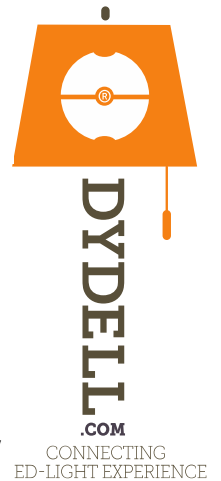
- 11.1 DYDELL is not liable for any damage caused by intent or gross negligence during the use of the LED light source with operating system. DYDELL is not liable for any damage resulting from services and/or products from third parties, which are offered in any way via DYDELL.
- 11.2 DYDELL is not liable for any damage resulting from the use of electronic means for communication with its website(s), including - but not limited to - damage resulting from non-delivery or delay in the delivery of electronic messages, interception or manipulation of electronic messages by third parties or by software/equipment used for electronic communication and transmission of viruses.
- 11.3 DYDELL is exclusively liable for direct damage and to an amount not exceeding the invoice amount.
- 11.4 Damage must be reported to DYDELL within 3 working days after the damage has occurred.

Article 12 Security and Privacy

- 12.1 DYDELL ensures an appropriate degree and form of security of personal data on its website www.dydell.com.
- 12.2 Access to data processing is only limited to those persons designated by DYDELL for this purpose within the framework of the tasks assigned to them.
- 12.3 If someone signs up on the DYDELL website, requests a quote, participates in a contest, event or survey on this website, then the person will be asked to provide name and address details. In addition, DYDELL will keep track of which products are purchased from her. DYDELL uses this data for the following purposes:
 - the provision and invoicing of services;
 - handling the order and informing about its progress;
 - provision of data to third parties on the basis of legal obligations;
- 12.4 DYDELL works with a quotation invoice system. Depending on the lamp selection and control wishes, the applicant will receive a customized quote by e-mail. After accepting the offer, client will receive an invoice. The invoice amount must be transferred to bank account NL35ABNA0421024550 (ANBAMRO) in accordance with the agreed payment conditions, stating the invoice number.
- 12.5 Finally, DYDELL records information (including the IP address used) with a view to compiling usage statistics and for the security of the website. To that end, DYDELL uses third-party services.



12.6 The DYDELL website uses cookies that are stored by the browser on a computer. Herewith information is stored (such as the settings of the PC) to facilitate a subsequent visit to our website. The browser can be set so that no cookies are received during a visit to the DYDELL website.



Article 13: Applicable law and disputes

- 13.1 The agreement and all agreements arising therefrom are subject to Dutch law.
- 13.2 DYDELL is authorized to have the dispute settled by the (ordinary) judge competent in the district of the registered office of DYDELL. In this, the Dutch court is exclusively competent.
- 13.3 The client is obliged, in respect of the agreement, to elect domicile in the Netherlands, insofar as he is not already established in the Netherlands. In the absence of such a choice of domicile, the client shall be deemed to have elected domicile in Haarlem.

Article 14: Final provisions

- 14.1 There is copyright on the DYDELL website and all rights belong to DYDELL. This means that the information, images, photos, codes and the layout and other things may not be copied and distributed. None of the material that can be obtained through this website may be used, copied, reproduced, adapted, modified, printed, or projected without explicit permission from DYDELL.
- 14.2 DYDELL declares entirely on its own responsibility that all lamps produced by DYDELL are in accordance with the provisions of the statutory low voltage directive 78/23/EEC, according to the provisions of the low-voltage directive (2006/95/EC) as last amended.
- 14.3 The DYDELL LED light sources with control system comply with CE standards.
- 14.4 DYDELL reserves the right to amend the general terms and conditions.
- 14.5 These conditions come into effect on 23-03-2016.
- 14.6 DYDELL is registered with the Chamber of Commerce under number: 521676580000, VAT number: NL850326722BO1

