
General terms and conditions of 4 Light International BV



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Article 1. General provisions

1. These general terms and conditions apply to all agreements and to all acts ensuing from said agreements between R.M.N. Santegoeds h.o.d.n. 4 Light International BV (hereinafter referred to as: 4 Light) and you, the customer. Your terms and conditions are explicitly rejected.
2. If a provision of these general terms and conditions is null and void or is voided, the remaining provisions remain unaffected.
3. The provisions of the agreement prevail if contrary to any provisions of these general terms and conditions.

Article 2. When will an agreement have been formed?

1. All offers issued by 4 Light are free of obligation and valid for a period of 8 days, unless stated otherwise in the offer or agreement. The offers will be based on the information provided by you. If this information is found to be incorrect, 4 Light will be entitled to adjust the offer at your expense. Measures, weights, illustrations, drawings, technical

and/or chemical specifications, type, quantity, composition and quality stated in the offer are by approximation only.

2. If you accept an offer, 4 Light will send you a written confirmation of order. This needs to be signed and returned to 4 Light within 7 days after receipt.
3. The agreement is formed after written confirmation, by signing the agreement or as a result of 4 Light having made an actual start with the work.
4. If a change in the agreement results in higher costs, 4 Light will be entitled to pass this on to you.
5. You will not be able to derive any rights from earlier offers or advertising material made or issued by 4 Light.

Article 3. How does the delivery process work?

1. 4 Light will deliver each performance as agreed on in writing and it is entitled to engage the services of third parties to do so.
2. The agreed delivery period will not be deemed a final deadline. The delivery period starts the moment the agreement is formed, provided all necessary information has been received and any desired payment security has been issued.
3. The products will be delivered by 4 Light at the address as stated by you. You must ensure that the storage locations where 4 Light has to deliver the goods can be freely accessed, without any risk.
4. The costs of delivery, including packaging, transport and transport insurance are at your expense.

Article 4. What can you expect from 4 Light?

1. 4 Light will perform its work to the best of its knowledge, experience and expertise and with due care and attention. 4 Light will represent your interests to the best of its ability. 4 Light has an obligation to use best endeavours.
2. 4 Light will keep you up-to-date on the execution of the work, subject to your request. All progress-related information will be issued to you, subject to your request.
3. If the agreement includes a time schedule, 4 Light will ensure that this schedule is observed as much as possible. However, any times stated are not final deadlines. If the time schedule is overrun, you must give 4 Light a reasonable time, in writing, to remedy the situation.
4. 4 Light will handle your information as private and confidential, insofar as 4 Light should know that the information in question is confidential.

Article 5. What are your obligations?

1. You must provide 4 Light with all information required by 4 Light in order for it to carry out its work properly, on time and in full. You are responsible for ensuring that this information is correct.
2. If this information concerns visual material, files and other data, they must meet the specifications as stipulated by 4 Light.
3. If execution of the agreement is delayed and this delay can be attributed to you, all costs and losses ensuing from said delay will be at your risk and expense.
4. Provided you report on time that the leased or delivered products do not meet the requirements of the agreement, 4 Light will make the necessary repairs in the shortest possible term. If the products fail to meet the requirements of the agreement as a result of you acting contrary to the provisions thereof, you will be charged for the costs of repair.
5. You are obliged to check and inspect the products leased by or made available to you, immediately upon receipt. You must notify 4 Light immediately (within 2 days) and in writing of any objections, faults or defects. If no notification is received, the relevant products will be deemed delivered without damage, defects or faults and it will be assumed that 4 Light has delivered in accordance with the agreement.
6. Complaints with regard to faults or defects that cannot be detected straight away must be reported to 4 Light in writing, immediately (within 24 hours) after detection thereof, thereby enabling 4 Light to investigate the complaint and, if so required, carry out any repairs.
7. You are obliged to check and inspect the work immediately after completion. You must notify 4 Light immediately (within 2 days) and in writing of any objections, faults or defects. If no notification is received, the relevant work will be deemed completed

without any faults and it will be assumed that 4 Light has acted in accordance with the agreement.

8. Complaints with regard to faults or defects that cannot be detected straight away must be reported to 4 Light, in writing, immediately (within 24 hours) after detection thereof, thereby enabling 4 Light to investigate the justification of the complaint on site and, if so required, carry out any repairs.
9. If 4 Light has conducted an analysis on the basis of the information provided by you, you are obliged to take due note thereof. In the event of a fault or inadequacy in the analysis which you could have detected, you must notify 4 Light thereof within two months of the analysis.
10. Analyses provided by 4 Light may not be used for any purposes other than for which they were made and provided.

Article 6. What do you need to arrange with regard to the location?

1. You need to arrange that:
 - a. at the (working) times announced in advance, 4 Light is given access to the location(s) where the work will be performed. The location(s) and access must meet the statutory safety requirements and other government regulations;
 - b. 4 Light is given any necessary information and endorsements (such as permits, exemptions and decisions) in due time. You will consult 4 Light in that respect, as and when required;
 - c. if third parties are required to perform work at the relevant location as well, you must ensure that their work is completed before 4 Light will start its work, thereby enabling 4 Light to perform its work without impediments. If this is not possible, you must ensure that the coordination on site is managed effectively;
 - d. 4 Light, within a reasonable term and prior to the date on which the work was to commence in accordance with the agreement, is notified if 4 Light cannot start its work at the agreed time;
 - e. 4 Light, in due time, is given sufficient facilities for the supply, storage and/or discharge of (auxiliary) materials;
 - f. the location(s) where the work is to be performed must be free of any excess materials etc.;
 - g. 4 Light must have access to utility connections such as electricity, gas, water, etc. Any utility charges will be at your expense;
 - h. the location where equipment, materials, etc. of 4 Light must be stored or put away is such that damage or theft, in any way shape or form, is not possible;
 - i. sufficient facilities are available for the collection of (construction) waste;
 - j. 4 Light can make use of any other facilities it reasonably requires, without 4 Light being charged for this.
2. If 4 Light and third parties engaged by 4 Light perform work on site within the framework of the agreement, you must provide for facilities reasonably required by these persons, free of charge, including:
 - a. parking facilities;
 - b. parking permits for loading and unloading;
 - c. food and drink at the usual break times;
 - d. stable power supply;
 - e. Internet;
 - f. storage space for materials.

If these facilities are absent, 4 Light will invoice you for these facilities separately. A fixed amount of € 50 per person per day will be charged with regard to food and drinks.
3. You will be held responsible for the loss of and/or damage to goods, materials, tools and machines etc. stored with you by 4 Light during the execution of the work.
4. You must allow 4 Light to erect name and advertising boards at the site or on the work itself.
5. You are obliged to inform 4 Light of the location of cables, pipelines, etc., all within the broadest sense of the word.
6. If you fail to meet the aforesaid obligations, or if you fail to do so in time, you will be entitled to suspend the execution of the agreement until the time that you *have* met your obligations. The costs in connection with any delays incurred, or the costs for performing additional work, will be at your expense.

Article 7. Use, return and restoration to original condition in the event of leasing

1. You may only use the goods leased or made available to you for the agreed purpose, in accordance with the operation and safety instructions provided by 4 Light.
2. You must handle the goods leased or made available to you with the utmost care and at all times prevent any hazardous situations.
3. Moving the goods leased or made available to a location other than agreed and without the written approval from the user is not permitted.
4. Giving the goods leased or made available on loan, making them available or subleasing them to third parties without the prior written approval from 4 Light is not permitted.
5. You are not permitted to make changes, of whatever nature, to the goods leased or made available to you and/or paint these goods and/or affix items to them (e.g. stickers) or to otherwise alter (the outward appearance of) the goods, without the prior written approval from 4 Light.
6. If 4 Light has given its express approval to make changes to the goods leased and/or made available, all costs with regard to restoring these goods to their original condition will be at your expense.
7. You must make available or deliver to the user the goods leased or made available at the agreed time, identically as received and in a proper technical state of repair and outward appearance.
8. The moment of return is the moment at which 4 Light has properly and fully received all goods leased or made available.
9. From the moment of delivery until the moment of return, all risks regarding the goods leased or made available will be at your expense, including theft, fire, embezzlement, loss, vandalism and damage caused by the elements, regardless of intent or negligence.

Article 8. What are the costs of the products/work of 4 Light?

1. The costs to be paid by you are laid down in the agreement, in Euros.
2. All costs are exclusive of VAT. Other government levies, transport and delivery costs, travel and subsistence expenses abroad and the use of extraordinary systems are not included either.
3. During the contract period, 4 Light will be entitled to change prices on account of price developments. This includes: changes to taxes, levies, pay, social security costs, exchange rates, energy prices or other circumstances causing an increase in costs for 4 Light. Changes take effect within one month of being announced. If you cannot agree with a change in the costs, you will be entitled to terminate the agreement with 4 Light, in writing, within eight days of the change having been announced and with effect from the date on which the change takes effect.
4. If you fail to meet any of your (payment) obligations under the agreement, 4 Light will be entitled to suspend the fulfilment of its obligations until you do.
5. You accept that the extent of the costs of the agreement can be influenced if the parties decide to change their plan of action, method of operation and/or scope, regardless of which party initiated this. Costs for additional work/products will be discussed verbally and charged to you separately.

Article 9. How do you pay for the products/services of 4 Light?

1. 4 Light will send an invoice directly to you, which you need to pay within 14 days of the invoice date. Contrary to the above, it may be agreed that the full amount is settled upon arrival at the location.
2. 4 Light is entitled to demand full or partial payment in advance. If payment in advance is not received in due time, 4 Light will be entitled to suspend the work/delivery under the agreement. In that instance, 4 Light cannot be held liable for any resulting damage or loss incurred, nor can it be obliged to pay any compensation.
3. If 4 Light makes partial deliveries, each part may be invoiced separately.
4. If a professional party fails to pay within the agreed term, they will be immediately in default and owe interest from the due date onward. The interest rate will be equal to the statutory commercial interest rate. In that instance, you will also be required to pay all judicial and extrajudicial collection costs of 4 Light. These costs are in any case 15% of the principal sum, subject to a minimum of €150.00.

5. 4 Light will have the right to require security from you for the fulfilment of your (payment) obligations. 4 Light will also be entitled to amend its terms of payment if it believes that your financial position or payment record gives rise to this.
6. If you object to a certain invoice, you must notify 4 Light thereof in writing within 7 days of the invoice date. If you fail to do so, the amount invoiced will be deemed correct.

Article 10. When and how does the agreement end?

1. The agreement is entered into for a term as stipulated therein.
2. If you cancel the agreement, you must reimburse the costs to be incurred by 4 Light for this, as well as any costs already incurred by 4 Light (including loss of profits), subject to a minimum as indicated in the graduated scale below
 - a. in the event of cancellation up to 30 days prior to commencement of the lease period/work: 50% of the offer;
 - b. in the event of cancellation between 5 and 30 days prior to commencement of the lease period/work: 75% of the offer;
 - c. in the event of cancellation of 5 days or less prior to commencement of the lease period/work: 100% of the offer.
3. 4 Light will be entitled to suspend the execution of the agreement or to fully or partially terminate it with immediate effect and without notifying you of this in advance, in the event of:
 - a. you failing to fulfil your obligations under the agreement (or if you fail to do so in time) and/or if you refuse to issue payment security;
 - b. insolvency, a (provisional) moratorium, a guardianship order, debt rescheduling or shutdown, liquidation or the full or partial transfer of your company or in the event of death.

In that instance, 4 Light will not be required to pay you any compensation and it has the right to demand compensation and/or payment from you instead. Should one of the aforesaid situations occur, you will be in default with immediate effect.

4. 4 Light will have the right to continue to execute the agreement.

Article 11. When does force majeure apply and what are the consequences thereof?

1. Force majeure involves circumstances as a result of which 4 Light, through no fault of its own, is unable to provide its services and/or deliver its products, or is unable to do so in time or properly. A force majeure situation does not constitute an attributable breach on the part of 4 Light.
2. Examples of force majeure include: fire, theft, wilful damage, riots, industrial action, factory sit-ins, operational failures, war, threat of terrorism, severe weather, situations in which the work becomes practically inaccessible, changes in regulations and breach of contract by suppliers of 4 Light.
3. In the event of a force majeure situation, 4 Light will be entitled to suspend the execution of the agreement or (partially) dissolve it, without 4 Light being required to pay you any compensation.
4. If the force majeure situation continues for a period of more than 60 consecutive days, you will be entitled to dissolve the agreement in writing. In that instance, 4 Light will not owe you any compensation.

Article 12. Confidentiality

1. The parties are obliged to keep secret all confidential information they receive in respect of the company of the other party. The same applies to your employees and third parties engaged by you.
2. Information is deemed confidential if indicated as such by either party.

Article 13. Intellectual property rights

1. You are not allowed to disclose or reproduce the work of 4 Light, unless 4 Light has given you permission to do so. 4 Light holds the copyrights to all work realised by or on behalf of 4 Light.
2. You remain the owner of all documents made available by you for 4 Light.
3. All intellectual property rights, including, but not limited to copyrights, trademark rights and database rights, to the information, texts, images, logos, photos and illustrations on the website and to the layout and design of the website are vested in 4 Light and/or its licensors. You are not permitted to infringe aforesaid rights, which includes making copies of the website other than technical copies necessary for use of the website.

Article 14. Who is liable for what?

1. 4 Light provides its services to the best of its knowledge and ability. However, 4 Light cannot guarantee that the desired result will in fact be achieved at a certain time.
2. 4 Light will be liable for shortcomings in its service provision if 4 Light acted contrary to what may be expected from a reasonable competent service provider or failed to act in time, subject to a notice of default to that effect. This also applies if 4 Light engages third parties for the execution of its service provision.
3. 4 Light cannot be held liable for any damage or loss. This includes damage or loss relating directly or indirectly to a delay or suspension. 4 Light will only be liable if the damage or loss is the result of intent or wilful recklessness.
4. 4 Light will only be liable if the damage or loss is the result of intent or wilful recklessness.
5. If 4 Light is liable, this liability will be limited to the amount paid out in relation to the damage or loss under the business liability insurance of 4 Light, per event. If the maximum sum insured exceeds the amount of the assignment, 4 Light will only be liable up to the amount of the assignment related to the services provided.
6. Loss, such as a direct trading and/or business interruption loss, a loss of sales and/or a loss of profits, a loss of production or a decrease in the value of products, is excluded from compensation.
7. If a third party claims compensation from you, you will not be able to forward the claim to 4 Light.
8. The provisions of this article also apply to the transport of products within the framework of the execution of the agreement between you and 4 Light.
9. Any liability of 4 Light lapses if you fail to claim a breach in the performance within one year of delivery of the product or completion of the work and if you fail to notify 4 Light within one month of discovering a (possible) defect, in writing.

Article 15. Changes to these terms and conditions

1. 4 Light will at all times be entitled to change these general terms and conditions, without prior notification.
2. 4 Light will be entitled to announce changes to these terms and conditions by making this known on its website or by communicating this in another way. It is therefore advised to consult the terms and conditions from time to time. Any changes made also apply to existing agreements.

Article 16. Complaints and disputes

1. If you are not satisfied with our service provision, we would appreciate you telling us first, so that we can investigate the matter. In order to ensure that we can deal with your complaint properly, the complaint must be submitted to 4 Light within two months of it arising.
2. If nevertheless a dispute arises, you must apply to the competent court of East Brabant, the Netherlands. The possibility to bring the matter before the court lapses one year after the cause of the dispute arising.

Article 17. Applicable law

All agreements, these general terms and conditions and all acts ensuing from these are governed by Dutch law.