

Article 1. Definitions

1. Contractor: LightSpark, (KvK number 74445294), having its registered office and principal place of business in (1111LJ) Diemen at the address Martin Luther Kinglaan 74.
2. Client: the (intended) contracting party of the Contractor.
3. Agreement: the agreement concluded between the Engaged Firm and the Client.
4. Terms and Conditions: the present terms and conditions.

Article 2. The Agreement

1. These Terms and Conditions are always applicable to all offers and Agreements of the Contractor, such with the express exclusion and rejection of all general terms and conditions stated and/or filed somewhere or declared applicable by Clients on their stationery, order and delivery forms and the like. By merely requesting a quotation and/or issuing an order to the Contractor, the Client accepts these Terms and Conditions and the Client thereby expressly waives the applicability of its own general terms and conditions.
2. In the event of a written quotation or written order confirmation from the Contractor, such quotation or order confirmation shall be deemed to represent the entire Agreement and shall supersede all prior written and oral agreements, statements and/or expressions of the parties. Amendments/additions to the text of the quotation or order confirmation, in addition to the quotation or order confirmation, will only form part of the Agreement if this is explicitly acknowledged by the Contractor in writing, whereby in the event of contradiction, the text of the quotation or order confirmation will prevail.
3. The Contractor reserves the right to unilaterally amend these Terms and Conditions. The Client will be deemed to have accepted the relevant amendments if the Contractor has not received a written protest to this effect from the Client within 14 days of the written notification of the amendment.
4. Quotes from Contractor have a limited validity period of 10 working days, unless otherwise stated in writing. Octrooibureau Novopatent shall always have the right to revoke an offer accepted by the Client within two working days of receiving its acceptance. The Client cannot derive any rights from information in quotes, brochures, advertising materials or from the Contractor's website.
5. If any provision of these General Terms and Conditions is not valid for any reason, the remainder of the Terms and Conditions shall remain in force and the parties shall negotiate the content of a new provision, which provision shall approach the purport of the original provision as closely as possible.

The following applies specifically to business services;

6. In case the parties have agreed on a periodic payment obligation for the Client, the Contractor has the right to unilaterally change the prices and rates included in the Agreement as stipulated in the Agreement. If this is not explicitly included in the Agreement then the Contractor has the right to index the agreed prices and rates once per calendar year, on the anniversary of the Agreement. Such indexation shall be calculated by the fixed-number method based on the Services Price Index 2015=100. In either case, the Contractor shall notify the Contractor in writing of any change in prices and/or rates at least one month in advance.

The following applies specifically to the sale of products;

7. Obvious mistakes or obvious errors in/on quotations, price lists, brochures, web pages and/or other means of communication shall not bind the Contractor.

Article 3. The Performance

The following applies specifically to business services;

1. The Contractor shall perform the assignment for the Client to the best of his knowledge and ability. Unless expressly agreed otherwise in writing in the Agreement, the Contractor is subject to an obligation to perform to the best of his ability and not an obligation to achieve a result.
2. Deadlines applicable to the Contractor are not final, unless the parties have expressly agreed otherwise in writing in the Agreement. An agreed deadline applicable to the Contractor will not commence until after the Agreement has been concluded and all information necessary for the performance of the Agreement is in the possession of the Contractor. An agreed term applicable to the Contractor will be extended by at least the number of days that have elapsed between the time the Agreement was concluded and the time when all the data necessary for the performance of the Agreement have come into the Contractor's possession.
3. The Contractor has the right to have the order executed (in part) by third parties.

The following applies specifically to the sale of products;

4. The Contractor shall deliver, if no specific standards or regulations have been agreed upon, in accordance with what the Contractor could reasonably assume.
5. The goods offered by Contractor have those properties which Contractor has made known with regard to the goods. The Contractor does not guarantee that the goods are suitable for the purpose for which the Client intends to use them, even if this purpose has been made known to the Contractor. The goods may differ slightly from any samples, models or illustrations made available or provided to Principal by Contractor.

Article 4. Price and payment

1. Unless expressly agreed otherwise in writing in the Agreement, prices are exclusive of VAT.
2. Price increases resulting from additions and/or changes to the assignment made at the Client's oral or written request will be borne in full by the Client.
3. All costs resulting from circumstances that the Contracted Party could not reasonably have taken into account when entering into the Agreement will be borne by the Client.
4. All payments by the Client to the Contracted Party must be made to a bank account number to be designated by the Contracted Party, without suspension or set off, in euros and no later than fourteen (14) days after the invoice date. Advances must be paid on the invoice date itself. These are 'terms determined for payment' within the meaning of Article 6:83 sub a of the Dutch Civil Code.
5. If payment is not made in full and on time as referred to in the preceding paragraph, the Client shall be in default by operation of law, with the following consequences in any event:

- a. Client will owe interest of 1.5% per month on the outstanding invoice/invoices;
 - b. Client shall owe extrajudicial collection costs of 15% of the outstanding invoice/invoices with a minimum of € 250,00;
 - c. If the Contractor takes the Client to court in respect of its payment obligations, the Client will also, in addition to the foregoing paragraphs, owe the actual costs incurred by the Contractor (such as attorney's fees, bailiff's fees, court registry fees, etc.).
6. Payments made by the Client will first be applied to settle all costs and interest due and subsequently to settle the longest outstanding payable invoices, even if the Client states that the payment relates to (a) later invoice(s).
7. The Contractor is at all times entitled to demand security and/or advance payment from the Principal for the fulfilment by the Principal of its obligations under the Agreement. This will apply in any case if any payment term is exceeded or any other failure occurs with regard to this Agreement or other Agreements on the part of the Client. The Client will comply with this on demand.

The following applies specifically to business services;

8. Unless otherwise expressly agreed in writing in the Agreement (such as by means of a fixed price), the Contractor will perform its work at an hourly rate of at least € 65 and external costs will be charged directly to the Principal. Any advance payments shall not be settled until (and shall therefore be deemed to have been paid due until at least) the last invoice to the Client.

The following applies specifically to business services;

Article 5. Cancellation

1. Client is entitled to cancel free of charge up to a maximum of five (5) days before the service is provided.
2. After this period, Contractor will charge Client an immediately payable penalty of 50% of the total fee.
3. If cancellations are made less than or one (1) day prior to the commencement of the service by Client, the entire fee will be charged.

Article 6. Quality and complaints

The following applies specifically to business services;

1. The Client must claim a defect in the performance of the Contractor within thirty (30) days after the performance of the work and (in any case) within fourteen (14) days after receipt of the invoice. After expiry of this period, the work is deemed to be in accordance with the Agreement.

The following applies specifically to the sale of products;

2. Immediately upon delivery (in any case within seven (7) days of receipt), the Principal must check the delivered goods for quantities, quality, visible damage, properties or defects and report this to the Contractor in writing or by e-mail, stating the order and/or invoice number and sending (a copy of) the waybill. After expiry of this period, the goods will be deemed to be in conformity with the Agreement.
3. The Principal may no longer invoke defects other than those referred to in the previous paragraph if it has not submitted a written complaint to the Contractor

within seven (7) days after it has discovered or reasonably should have discovered the defect.

4. If Principal processes the goods in whole or in part or has them processed, Principal has approved the goods. In that case, any liability of Contractor has lapsed.

The following applies specifically to the sale of products;

Article 7. Delivery

1. Deadlines applicable to the Contractor are not final, unless the parties have expressly agreed otherwise in writing in the Agreement. An agreed deadline applicable to the Contractor will not take effect until after the Agreement has been concluded and all information necessary for the performance of the Agreement is in the possession of the Contractor. An agreed delivery time applicable to the Contractor will be extended by at least the number of days that have elapsed between the time the Agreement was concluded and the time when all the data necessary for the performance of the Agreement have come into the Contractor's possession.
2. Unless otherwise agreed in writing, the delivery of goods will take place ex works of a (Dutch) branch of the Contractor.
3. Unless agreed otherwise in writing, the risk for the goods will pass to the Client at the time of delivery.
4. Contractor may deliver the goods in partial batches (partial deliveries).
5. Client is obliged to take delivery of the goods.
6. In the event of delivery ex Supplier's premises, the obligation to take delivery will take effect from the moment that the Supplier has been notified that the goods are ready for collection, whereupon the Client must collect the goods no later than within a period of seven (7) Days.
7. In case of delivery by means of delivery to the Principal's address, the goods must be taken delivery of at the moment the Contracted Party presents the goods to the Principal on location. If no delivery address has been explicitly agreed upon in writing, the Contracted Party may deliver the goods to the Client's address that is known to the Contracted Party or as evidenced by the Trade Register.
8. If Principal does not take delivery of the goods or does not take delivery on time, Principal will be in default without further notice of default. Contractor will in that case be entitled a) to store the goods at the expense and risk of Principal at 5% of the invoice value of the delivery per week with a maximum of € 250.00 per Day or b) after having offered a final term for taking delivery within 5 working days, to sell the goods to a third party at any price which Contractor considers reasonable under the circumstances. If Contractor still sells the goods to a third party, Contractor may decide to reduce the amount owed by Principal by the net proceeds of the sale to that third party.

The following applies specifically to the sale of products;

Article 8. Retention of title

1. Delivery takes place under extended retention of title. All items delivered by the Engaged Firm shall remain the property of the Engaged Firm until the Client has fulfilled all its payment obligations under all purchase agreements concluded between the parties (including obligations to pay interest or (collection) costs). As long as Principal has not fulfilled its payment obligations, Principal undertakes to

Contractor to treat the delivered goods with due care, to keep them insured and not to pledge, process, transfer or hand them over to third parties. Failure to fulfill this obligation shall make the entire purchase price involved in the Agreement immediately due and payable.

2. If the Principal fails to fulfill its obligations to the Contractor, the Contractor will have the right to immediately take back the goods of which ownership has been reserved. Insofar as necessary, the Client will, at the Engaged Firm's first request, grant the Engaged Firm immediate access to buildings and/or premises of which the Client is the owner or manager, so that the Engaged Firm can reclaim its property.
3. Payments made by Principal will be allocated first and foremost, and as far as possible, to claims of Contractor that are not subject to retention of title.

Article 9. Force Majeure

1. If the Contractor is unable to fulfill its obligations to the Client due to a non-attributable failure, there is a force majeure situation, the Client is not authorized to terminate the Agreement and the fulfillment of the Contractor's obligations will be suspended for the duration of the force majeure situation.
2. If any force majeure condition has lasted for two (2) months, the Contractor shall have the right to dissolve the Agreement in writing in whole or in part.
3. In the event of a force majeure situation, the Principal is not entitled to any (compensation), not even if the Contractor might have any advantage as a result of the force majeure.
4. In addition to its definition in the law and case law, force majeure includes all external causes, foreseen and unforeseen, over which the Contractor cannot exercise any control, as a result of which the fulfilment of its obligations towards the Client is prevented in whole or in part or as a result of which the fulfilment of its obligations cannot reasonably be required of the Contractor, regardless of whether that circumstance could have been foreseen at the time of the conclusion of the Agreement. Such circumstances include: strikes, lockouts, fire and/or measures taken by any government agency, as well as the absence of any government permit.

Article 10. Industrial and intellectual property

1. Unless explicitly agreed otherwise in writing, the Contractor will retain the copyrights, patent rights and all other industrial and/or intellectual property rights to the work performed, offers made, designs, illustrations, drawings, (test) models, recipes, software, etc. provided by it.
2. Unless explicitly agreed otherwise in writing, the rights to the data referred to in this article shall remain the property of Contractor regardless of whether Principal has been charged for their production.
3. All information, oral or written, provided by Contractor to Client shall remain the property of Contractor and may be used by Client only for the purpose for which it was provided.
4. The Principal will not provide the Contractor's information to third parties in any way whatsoever, except to the extent reasonably necessary in connection with the proper performance of the Agreement and then only after and to the extent that a confidentiality obligation has been agreed upon.

Article 11. Liability of Contractor

1. The Contractor is not liable for any indirect damage suffered by the Principal or a third party in connection with (the performance of) the Agreement or a service provided by the Contractor, including consequential damage, immaterial damage, trading loss or environmental damage.
2. Any liability of the Contractor is in any case limited to a maximum of the invoice value for the provision of services and, for the sale of products, a maximum of twice the invoice value of the order placed by the Client with the Contractor, at least to that part of the order to which the liability relates. If the Engaged Firm is insured and its insurance actually pays out in respect of the liability in question, its liability shall be limited to that amount paid out.
3. The exclusion of liability in this article shall not apply if damage is caused by intent or gross negligence on the part of the Contractor or its executive staff.
4. The Client may only invoke the obligations arising from this article if it has itself fulfilled all its obligations to the Contractor.
5. Every right of action on any account whatsoever of the Client against the Engaged Firm shall lapse no later than one year after the performance of the Work.

The following applies specifically to business services;

6. The Engaged Firm shall not be liable for loss or damage resulting from errors in the information provided by the Client, such as prescribed working methods or orders, directions and instructions given, and for loss or damage resulting from work performed by the Client or by third parties on its instructions.
7. The consequences of compliance (by the Contractor or third parties) with statutory regulations or government decisions shall be borne by the Client, regardless of whether the cause/necessity of such compliance is attributable to the Client, the Contractor or a third party.

Article 12. Suspension, set-off and dissolution

1. In the following cases, the Principal will be in default by operation of law and the Contractor will be entitled to dissolve the Agreement in whole or in part - without any notice of default or judicial intervention being required - out of court:
 - a. if the Principal applies for bankruptcy or (provisional) suspension of payments, or is declared bankrupt, (provisional) suspension of payments is granted, or the Principal is placed under administration, management or guardianship by virtue of statutory provisions;
 - b. if the Client transfers, liquidates or shuts down (parts of) its business or at least its activities in whole or in part, or ceases to operate;
 - c. if a prejudgment attachment or attachment under execution is levied against Principal;
 - d. if the Contractor has good reason to fear that the Client will fail to fulfil its obligations, or if the Client has already failed to fulfil its obligations.
2. The foregoing shall not affect the Contractor's other rights.

The following applies specifically to business services;

3. In the event of dissolution by the Contractor pursuant to the preceding paragraph, the Client shall owe the Contractor by operation of law an amount equal to 75% of

the price payable under the Agreement, without prejudice to the Contractor's right to claim damages. Article 6:92 of the Civil Code does not apply.

The following applies specifically to the sale of products;

4. In the event of dissolution by the Contractor pursuant to the preceding paragraph, the Client will owe the Contractor by operation of law an amount equal to 30% of the purchase price (including shipping costs) by way of damages.

Article 13. Applicable law and disputes

1. Only Dutch law applies to the Agreement, to the exclusion of the Vienna Sales Convention.
2. Only the court that has jurisdiction in the municipality where the Contractor has its registered office is competent to settle disputes arising from the Agreement, unless the Contractor opts for the legally relatively competent court.