LED – Projection Revolutionary Innovator

Logistiek Risico Inventarisatie
LOGISTIEKE VEILIGHEID

TERMS AND CONDITIONS LRI B.V.

ARTICLE 1 | DEFINITIONS

1. LRI BV, hereinafter referred to as LRI: the user of these general terms and conditions, located in Raalte, registered in the Chamber of Commerce under registration number 77783565.
2. Client: the natural or legal person with whom LRI has entered into or intends to enter into an agreement.
3. Consumer: the client as referred to in the preceding paragraph who does not act in the course of a profession or business.
4. Agreement: any agreement concluded between LRI and the client by which RapidLine undertakes to deliver products and/or perform services to the client.
5. Products: all products to be delivered by LRI under the agreement.
6. Services: all deliveries and work to be performed by LRI under the agreement, including primarily, but not exclusively, the delivery and/or installation and connection of LED Projection materials. The drafting of RI&E documents and the drafting of traffic plans. As well as the preparatory work preceding them.
7. Written: both traditional written communication and communication via email, SMS, or WhatsApp.

ARTICLE 2 | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer from LRI and to every agreement concluded between the parties.
2. These general terms and conditions also apply to agreements for the performance of which third parties must be engaged by LRI.
3. The applicability of the general or other terms and conditions of the client is explicitly rejected.
4. Deviation from the provisions of these general terms and conditions can only be made in writing. If the provisions of a written agreement between the parties differ from the provisions of these general terms and conditions, the provisions of that agreement shall apply.
5. The invalidity or unenforceability of one or more of the provisions herein shall not affect the validity of the other provisions. In such a case, the parties are obliged to enter into consultations in order to establish replacement provisions for the affected clause. In doing so, the purpose and intent of the original provision shall be observed as much as possible.

ARTICLE 3 | OFFER AND FORMATION OF THE AGREEMENT

1. Unless a term for acceptance is specified therein, any offer from LRI is non-binding, and LRI is never obliged to accept an assignment or order.
2. The client cannot derive any rights from an offer based on incorrect or incomplete data provided by the client.
3. The client cannot derive any rights from an offer that contains an obvious mistake or error.
4. 1.An agreement between LRI and the client is formed through offer and acceptance.
   Verbal offers from LRI are only binding if and when the order or assignment has been confirmed in writing by LRI.
   2.If a written offer from LRI states that the client's signature is required for the agreement to be concluded, the agreement is formed at the moment when:
   3.a. The written offer has been signed by the client and received by LRI; or
   b. The client confirms acceptance of the offer via email; or
   c. The client submits a Purchase Order (PO) to confirm the assignment.
5. If the client's acceptance deviates from LRI's offer, the agreement is not concluded in accordance with this deviating acceptance unless LRI indicates otherwise in writing.

ARTICLE 4 | CONTENT OF THE AGREEMENT

1. LRI is always authorized to subcontract the execution of the delivery of goods or services in whole or in part to third parties, without prejudice to its liability for the proper performance of the agreement.
2. The client must timely inform LRI of all data, facts, and circumstances that are reasonably relevant for the design and execution of the agreement, such as dimensions, the nature and quality of the environment on which the projection or work is carried out, the projectors desired by the client for projecting lines and symbols or images, the quantities thereof, as well as the extent of the presence of utilities at

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the location of the execution of the work. The client is responsible for the accuracy and completeness of the information referred to in the previous sentence.

3. Unless expressly agreed otherwise, LRI is entitled to execute the agreement at its own discretion, including the time at which work commences, provided this is done within normal working hours. LRI is also entitled to spread the work over multiple, whether or not consecutive, days.
4. LRI endeavors to meet the agreed (delivery) and execution periods between the parties in a timely manner. However, all deadlines specified by LRI are to be considered indicative, non-binding deadlines. The client is not entitled to exercise the rights to which he is entitled under the law until he has notified LRI in writing of its default, giving LRI a reasonable period to fulfill the agreement, and performance has still not occurred after the latter deadline.
5. If LRI depends on data provided by the client for the execution of the agreement, execution and/or (delivery) deadlines do not commence until LRI has received this data.

ARTICLE 5 | OBLIGATIONS OF THE CLIENT

1. The client ensures that LRI can carry out the agreed work in a timely manner and that the place of performance is suitable for this purpose. The client takes all reasonable measures to enable proper performance of the agreement.
2. The client is responsible for the soundness of the client's property with which or to which work is to be done in the context of the agreement. Any liability of LRI for damage as a result of the unsoundness of this property is excluded.
3. If the client does not, not fully, or not timely meet any obligation arising from the agreement, the client is in default without further notice of default being required. In that case, LRI is entitled to suspend the fulfillment of its obligations under the agreement and any related agreements until the client has met its obligations in full.
4. The client indemnifies LRI against all claims from third parties that suffer damage in connection with the performance of the agreement and which damage is attributable to the client. This also includes damage caused by actions or omissions of persons for whom the client is responsible.

ARTICLE 6 | PRICE AND PAYMENT

1. The prices specified by LRI are exclusive of VAT, other levies imposed by the government, and any costs to be incurred within the framework of the agreement, including shipping and handling costs, unless otherwise stated.
2. LRI is at all times entitled to demand advance payment from the client. If payment in advance has been agreed, the client cannot exercise any rights with regard to the execution of the agreement or the relevant order before the payment has been made.
3. The client is obliged to pay the agreed price immediately after the agreement is concluded unless the parties have agreed otherwise in writing.
4. If payment in installments has been agreed, the client is obliged to pay the installments on the dates agreed between the parties.
5. LRI is entitled to invoice the client for the amounts payable under the agreement before, during, or after the performance of the work or delivery of the goods.
6. Payment by the client must be made within fourteen days after the invoice date, unless otherwise agreed in writing. The client is not entitled to suspend payment or to set off any amount owed by the client to LRI against any claim that the client may have on LRI.
7. If the client fails to pay an invoice within the agreed term, the client is in default by operation of law, without further notice of default being required. In that case, the client owes an interest of 1% per month on the outstanding amount, whereby part of a month counts as a full month.
8. All judicial and extrajudicial costs incurred by LRI in connection with the collection of the amounts owed by the client, including costs for legal assistance, bailiffs, and collection agencies, are borne by the client. The extrajudicial costs amount to at least 15% of the principal amount owed by the client, with a minimum of €150.

9. If the client disputes an invoice from LRI, the client must notify LRI of this in writing within seven days after the invoice date, stating the reasons for the dispute. Failure to comply with this term means that the client can no longer invoke the dispute. After receipt of the notice of dispute, the parties enter into consultation with each other about the handling of the dispute.

ARTICLE 7 | DELIVERY AND DELIVERY PERIOD

1. Delivery periods specified by LRI are always indicative, non-binding deadlines, unless explicitly agreed otherwise. If the delivery period is exceeded, the client is not entitled to compensation, dissolution of the agreement, or to refuse to purchase the goods or services delivered by LRI.
2. Delivery takes place at the moment that the goods are delivered ex-works to the client by LRI, or when the client has collected the goods from LRI. From the moment of delivery, the goods are at the expense and risk of the client.
3. If the parties have agreed that LRI will install or assemble the goods to be delivered, LRI will inform the client about the estimated time for installation or assembly. If LRI fails to meet the estimated time, the client is not entitled to compensation or to dissolve the agreement.
4. If the client refuses to accept delivery of the goods or fails to provide information or instructions necessary for delivery, LRI is entitled to store the goods at the expense and risk of the client. The costs associated with storage are borne by the client.

ARTICLE 8 | RETENTION OF TITLE

1. The ownership of the goods to be delivered by LRI is only transferred to the client after the client has fulfilled all his payment obligations towards LRI under the agreement(s) concluded between the parties.
2. The client is not authorized to pledge the goods or to encumber them in any other way before ownership has passed to the client.
3. If third parties seize the goods delivered subject to retention of title or wish to establish or assert rights thereon, the client is obliged to inform LRI of this as soon as reasonably possible.
4. The client undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion, and water damage, as well as against theft, and to make the insurance policy available for inspection on first request.
5. Goods delivered by LRI that fall under retention of title pursuant to this article may only be resold in the context of normal business operations and may never be used as a means of payment.

ARTICLE 9 | LIABILITY

1. LRI is only liable for damage suffered by the client if and insofar as that damage is the direct and exclusive result of an attributable shortcoming in the performance of the agreement or of an unlawful act committed by LRI.
2. The warranty expires if the client, or a third party acting on behalf of the client, makes changes or modifications to the product or installation without prior written consent from LRI.
3. LRI's liability is limited to compensation for direct damage and up to the amount of the invoice value of the agreement or the part of the agreement to which the liability relates, or, at LRI's option, up to the maximum amount covered by LRI's liability insurance in the relevant case.
4. Direct damage is exclusively understood to mean: a. the reasonable costs incurred to establish the cause and extent of the damage, insofar as the establishment relates to damage within the meaning of these terms and conditions; b. any reasonable costs incurred to have LRI's defective performance conform to the agreement, unless this defect cannot be attributed to LRI; c. reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.
5. LRI is never liable for indirect damage, including consequential damage, lost profit, lost savings, and damage due to business interruption.

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6. LRI is not liable for damage caused by intent or gross negligence on the part of auxiliary persons or non-executive managers.
7. LRI is not liable for damage resulting from force majeure. Force majeure is understood to mean any circumstance beyond the control of LRI that temporarily or permanently prevents the fulfillment of the agreement and which cannot reasonably be attributed to LRI, including but not limited to: strikes, government measures, transportation difficulties, fire, natural disasters, pandemics, terrorism, and war.
8. LRI is not liable for damage caused by the client's incorrect or incomplete provision of data or other information necessary for the performance of the agreement by LRI.

ARTICLE 10 | COMPLAINTS

1. Complaints about the performance of the agreement must be reported to LRI in writing and with reasons as soon as possible but no later than seven days after discovery, or after the client should reasonably have discovered the defect.
2. Complaints about an invoice must be submitted in writing to LRI within seven days of the invoice date, stating the reasons for the complaint.
3. If a complaint is submitted within the stipulated period, this does not suspend the client's payment obligation. The client remains obliged to pay for the goods and services ordered.
4. If the complaint is well-founded, LRI has the option to either adjust the agreed price or to improve the defective performance, or to redo the work, all this without being obliged to pay compensation.
5. If the client has made it impossible for LRI to investigate the complaint, LRI is not obliged to take the complaint into account.
6. If a complaint is submitted later than the stipulated period, the client is no longer entitled to repair, replacement, or compensation.

ARTICLE 11 | DISSOLUTION

1. If the client fails to comply with its obligations under the agreement or these general terms and conditions, or if circumstances occur that give LRI good reason to fear that the client will not fulfill its obligations or will not fulfill them in a timely or proper manner, LRI is entitled to dissolve the agreement without judicial intervention by means of a written statement, without being obliged to pay any compensation, and without prejudice to any further rights accruing to LRI under the agreement or these terms and conditions.
2. If the client cancels or wishes to cancel an agreement, for whatever reason, the client is obliged to compensate LRI for all damage resulting therefrom, including the loss of profit, and the costs incurred, including the costs of third parties engaged, without prejudice to LRI's right to demand performance or to dissolve the agreement, in whole or in part, and to demand compensation for all damage suffered.
3. If an agreement is dissolved, any amounts invoiced by LRI prior to the dissolution and not yet paid by the client remain due in full and become immediately due and payable at the time of dissolution.

ARTICLE 12 | APPLICABLE LAW AND DISPUTES

1. All agreements between LRI and the client to which these general terms and conditions apply are exclusively governed by Dutch law.
2. The Vienna Sales Convention (CISG) does not apply, nor does any other international regulation that may replace it.
3. Any disputes arising from or related to offers and agreements to which these general terms and conditions apply, or these general terms and conditions themselves, shall be exclusively submitted to the competent court in the Netherlands.

ARTICLE 13 | FINAL PROVISIONS

1. In the event that one or more provisions of these general terms and conditions prove to be null and void or voidable, this will not affect the validity of the other provisions of these general terms and conditions. In that case, the parties will consult each other in order to agree on new provisions to replace the invalid or nullified provisions, whereby the purpose and purport of the original provisions will be observed as much as possible.

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2. LRI is entitled to amend these general terms and conditions. Amendments will also apply to existing agreements. LRI will announce any changes or additions at least thirty days before they take effect. If the client does not wish to accept the amendments, the client is entitled to terminate the agreement as of the date on which the amended terms and conditions take effect.
3. The Dutch text of these general terms and conditions prevails over translations thereof.

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