

Article 1 – Definitions

1. In these general terms and conditions, the following definitions apply:

Offer: the offer and/or quotation made by The Neon Company to the Purchaser, whether or not through the Website, regarding the Products to be delivered by The Neon Company;

General Terms and Conditions: the present general terms and conditions of The Neon Company;

Purchaser: the natural person or legal entity pursuing professional or commercial activities and entering into an Agreement with The Neon Company;

Day: the calendar day;

The Neon Company: the private company with limited liability The Neon Company B.V., having its registered office in Vianen and registered with the Chamber of Commerce under number 87844699;

Agreement: any agreement entered into between The Neon Company and the Purchaser with respect to Products to be delivered, any amendment thereof, as well as all acts, including legal acts, in preparation and performance of such Agreement;

Parties: The Neon Company and the Purchaser together;

Products: the goods delivered by The Neon Company to the Purchaser, being (custom made) neon signs;

Website: www.theneoncompany.nl, being the webshop from which The Neon Company sells Products;

Activities: all activities that The Neon Company carries out in connection with the Products to be delivered.

2. In these General Terms and Conditions, the singular is deemed to include the plural and vice versa, and any reference to the masculine form is also deemed to include a reference to the feminine form and vice versa.

Article 2 - Applicability and explanation

1. These General Terms and Conditions apply to every Offer and every Agreement between The Neon Company and the Purchaser, unless the Parties have expressly and in writing deviated from these General Terms and Conditions.
2. The Purchaser's (general) terms or conditions, if any, are explicitly not applicable, unless otherwise agreed upon in writing and expressly in advance.
3. These General Terms and Conditions also apply to subsequent and future agreements between the Parties, even if these General Terms and Conditions are not explicitly referenced in such agreements.
4. Situations not covered by these General Terms and Conditions and/or any ambiguities regarding the interpretation or content of the provisions in these General Terms and Conditions must be interpreted in accordance with their spirit and purport.
5. If any provision of these General Terms and Conditions or the Agreement is wholly or partly void, not legally valid and/or not enforceable, this has no effect on the validity of all the other provisions of the General Terms and Conditions or the Agreement. The Parties consult about a replacement provision that aligns with the spirit and purport of these General Terms and Conditions and the Agreement.

Article 3 - Offer

1. Unless otherwise stipulated in the Offer, Offers are always without obligation, based on the performance of the Agreement under normal circumstances, and may always be modified or

withdrawn by The Neon Company up to one (1) working day after The Neon Company has received acceptance of the Offer.

2. Unless otherwise specified, the Offer is valid for thirty (30) days from the date of the Offer. The offer in the Offer expires if it is not fully and unconditionally accepted within this acceptance period.
3. Images, specifications, and other information in or accompanying the Offer are indicative and cannot be a reason for the Purchaser to claim damages and/or full or partial dissolution of the Agreement.
4. The Neon Company cannot guarantee that the colors displayed in the Offer and/or on the Website exactly match the actual colors of the Products, due to the (technical) nature of LED lighting and the tubes used. Such a discrepancy cannot be a reason to claim damages and/or full or partial dissolution of the Agreement.
5. The prices stated in the Offer are in euros and, unless otherwise indicated, exclude value-added tax, duties, including customs duties, and government taxes, travel and accommodation costs, assembly, packaging, storage or transport costs, and/or other handling and administrative fees.
6. All prices are subject to printing and typographical errors. The Neon Company is not liable for the consequences of such errors, and The Neon Company is not obliged to deliver a Product at an incorrect price.

Article 4 - Formation of Agreement

1. An Agreement is only established if and as soon as The Neon Company has confirmed in writing the acceptance of the Offer, whether or not deviating from the original terms, to the Purchaser. An Agreement is also established as soon as the Purchaser places an order for a Product through the Website and, in any case, as soon as The Neon Company begins carrying out the Activities.
2. In respect of Activities carried out by The Neon Company for which no written Offer or order confirmation has been made, the invoice or delivery note serves as order confirmation, which is then deemed to accurately and fully reflect the Agreement.
3. If, after the formation of an Agreement, circumstances arise that The Neon Company was not aware of at the time when the Agreement was entered into, but having as a consequence that it cannot reasonably be asked from The Neon Company to fulfil the Agreement unchanged, The Neon Company has the right to demand that the content of the Agreement be adjusted such that its economically viable performance remains reasonably possible.
4. Every Agreement is entered into under the conditions precedent of sufficient availability of the relevant Products and necessary materials, as well as, in the case of Products produced according to the Purchaser's specifications, the technical feasibility of their production.
5. If, during the production of a Product, it becomes apparent that it is not possible to produce the Product according to the Purchaser's specifications, The Neon Company, within 5 days after establishing this, proposes an alternative Product that is technically feasible and as closely aligned as possible with the Purchaser's specified requirements. If the Purchaser does not wish to take delivery of this proposed alternative Product, it has the right to dissolve the Agreement, in which case neither Party is obliged to pay any compensation to the other.

Artikel 5 - Article 5 - General advice and provided information

1. The Neon Company accepts no liability of any kind for any non-binding advice, drawings, calculations, designs, and (proposed) materials and/or products. The Purchaser indemnifies The Neon Company against any claims from third parties related to the Purchaser's use of such advice, and the like.
2. The Purchaser guarantees that the information and data it provides are accurate and complete. The Neon Company is not liable for any damage caused (in part) by or resulting (in part) from information not provided by the Purchaser or not provided on time or incorrectly and/or incompletely.
3. The Neon Company never accepts any responsibility for materials, products, and/or components made available by the Purchaser. The Purchaser is always fully liable for any damage to or related to the use of tools made available by the Purchaser.

Article 6 - Delivery period, shipment and cancellation

1. The delivery periods of The Neon Company are approximate and, unless agreed otherwise in writing, are never strict deadlines; exceeding these therefore never entitles the Purchaser to damages or (partial) dissolution of the Agreement. The delivery period starts when agreement has been reached on all details of the Products and after all data and materials required for the performance of the Activities and items to be processed are in The Neon Company's possession. An agreed delivery period does also not commence until after The Neon Company has received a requested (advance) payment or first instalment, or after the Purchaser has provided the required security. Exceeding an agreed (strict) term of delivery does not entitle the Purchaser to claim compensation or damages and/or full or partial dissolution of the Agreement.
2. In the event of additional work as referred to in article 8, the original delivery period lapses.
3. Delivery is deemed to have taken place:
 - a. if the Products are collected by or on behalf of the Purchaser; upon receipt of the Products;
 - b. when shipped via a professional carrier; upon transfer of the Products to that carrier ('Ex Works');
 - c. when shipped by The Neon Company's own means of transport; upon delivery to the address specified by the Purchaser.
4. The Purchaser always bears the costs of shipment and any returns, unless other arrangements are made in writing. At the Purchaser's express written request, The Neon Company insures the shipment at the Purchaser's expense in a customary manner.
5. If the Purchaser refuses to accept the goods or fails to provide the necessary information or instructions, the Products are stored by The Neon Company at the Purchaser's expense and risk.
6. The Neon Company may deliver the Products in parts. If the Products are delivered in parts, The Neon Company may invoice each part separately.
7. Cancellation of the Agreement by the Purchaser is only possible if done in writing no later than 2 working days before the start of the performance of the Activities. In the event of cancellation, the Purchaser is always obliged to compensate The Neon Company for all costs incurred and to be incurred by The Neon Company, with a minimum of 25% of the total

price agreed upon (including turnover tax and other additional costs) for the Products.

8. The Neon Company bears the risk of damage and/or loss of the Products until the moment of delivery to the Purchaser or a representative designated in advance and made known to The Neon Company, unless explicitly agreed otherwise.
9. If a Product is lost during transport, through no fault of The Neon Company, the latter is not obliged to deliver a replacement Product until The Neon Company has received information from the relevant carrier about the handling of the missing shipment.

Article 7 - Quality

1. The Neon Company carries out the Activities to the best of its knowledge and ability and in accordance with the current state of the art.
2. Although samples, drawings, indicated dimensions, sizes, quantities, colors, materials, material structure, finish are chosen by The Neon Company with great care, deviations in quality and/or the quality of the delivered goods, which cannot be avoided from a technical point of view, or which are accepted or deemed permissible according to general commercial practice, never constitute any ground for damages, claims and/or dissolution of the Agreement. This also applies to minor deviations in length, width, thickness, color and finishing, packaging and labelling.
3. The Purchaser must observe the applicable regulations with regard to cleaning and maintenance of delivered Products. The Neon Company is never liable for the consequences of incorrect treatment by the Purchaser.
4. Power cables always remain (partially) visible. Products with neon tubing longer than 5 meters are usually equipped with multiple power cables. Any preference expressed by the Purchaser for the position of the power cables can never be guaranteed and always depends on technical possibilities and limitations.
5. The Neon Company is entitled to make minor (technical) adjustments to the ordered Products if this is necessary or better for the correct performance of the Agreement.
6. Larger Products (in principle > 1 meter) may be delivered by The Neon Company in parts.

Article 8 – Additions and omissions (contract variations)

1. Changes to the Products and/or the Agreement result in any case in additional work if this is a consequence of:
 - a. a change in the design, specifications or other assumptions on which the Agreement is based;
 - b. the inaccuracy or incompleteness of the information provided by the Purchaser;
 - c. the inability to carry out the Activities under normal circumstances and/or without interruption, through no fault of The Neon Company.
2. Additional work is calculated on the basis of the price-determining factors applicable at the time the additional work is carried out. The Purchaser is obliged to pay the price of the additional work at The Neon Company's first request.
3. The absence of a written order for additional work does not affect any resulting claims against the Purchaser by The Neon Company.
4. In case of contract reductions, The Neon Company is entitled to compensation equal to 15% of the total value of the contract reductions.

Article 9 – Force majeure

1. During a circumstance of 'force majeure', the obligations of The Neon Company are suspended. If the period during which The Neon Company is unable to fulfil its obligations due to force majeure exceeds four (4) weeks, The Neon Company may dissolve the Agreement in whole or in part, or terminate it contractually by giving notice, without the Purchaser being entitled to damages or any right of suspension of its own.
2. 'Force majeure' is understood to mean all circumstances and/or situations in which the fulfillment of the obligation by The Neon Company is temporarily or permanently impossible or unreasonably onerous, including but not limited to war, threat of war, terrorism, riots, vandalism, pandemics, fire, water damage, flooding, strikes, factory occupation, import and export restrictions, government measures, machinery defects, disruptions in the supply of energy and/or materials, and non-fulfillment of obligations by suppliers, both within The Neon Company's operations and with third parties from whom The Neon Company must obtain the necessary materials or raw materials in whole or in part, as well as during storage or transport, whether managed by The Neon Company or not, and further by all other causes that arise outside of The Neon Company's fault or risk.
3. The Neon Company may also rely on force majeure if the circumstance that prevents any further performance occurs after The Neon Company had had to comply with its obligation.
4. If The Neon Company has already partially fulfilled its obligations at the onset of the force majeure, or can only partially fulfill its obligations, it is allowed to invoice the delivered or deliverable portion separately, and the Purchaser is obliged to pay this invoice, unless that portion has no independent value.

Article 10 – Delivery, defects, obligation to complain and expiry periods

1. The Purchaser is obliged to inspect the Products, or have them inspected, within two (2) working days after their delivery. The Purchaser must check whether the Products delivered fully comply with the Agreement in terms of their nature, quantity and quality.
2. Any defects or damage to the Products and/or their packaging must be reported to The Neon Company immediately after the inspection referred to in paragraph 1 of this article, and must be recorded in writing, at the risk of forfeiting all claims the Purchaser might make against The Neon Company in this respect.
3. The Products are considered delivered on the first of the following moments:
 - a. as soon as the Purchaser has approved the Products or has not reported any (alleged) defects in accordance with paragraph 2 of this article;
 - b. as soon as The Neon Company has repaired any defects identified by the Purchaser during the inspection referred to in paragraph 1 of this article;
 - c. upon (partial) processing, commissioning or use of the Products.
4. In the event of identified defects, the Purchaser provides The Neon Company with the opportunity to repair the Products unhindered and without delay, under the originally agreed conditions.
5. Immediately after the Products have been delivered as referred to in this article, the risk for all direct and indirect damage to the Products, from any cause and by any party, is for the Purchaser's account and risk.

6. The Purchaser is obliged to report non-visible defects to The Neon Company in writing within two (2) working days of their discovery, or after such defects could reasonably have been discovered. If the Purchaser fails to do so, the rights it would have in that regard lapse.
7. Reporting defects or shortages to The Neon Company does not change the Purchaser's obligation to pay for and take delivery of the Products.

Article 11 - Prices and price changes

1. With respect to the prices quoted by The Neon Company, the provisions of article 3.4 apply. Insofar as discounts have been expressly agreed upon in writing, these only apply to the net price.
2. If The Neon Company agrees on a certain price with the Purchaser, The Neon Company always has the right to increase the price in case of unforeseen circumstances, such as cost price increases, without entitling the Purchaser to a full or partial dissolution of the Agreement. Notwithstanding the above, the Purchaser has the right to dissolve the Agreement during five (5) working days after notification of the price increase, if the price increase with respect to the Agreement exceeds ten (10) percent.
3. If no fixed price is agreed, the price is determined on the basis of hours actually spent and materials actually used, at the usual rates applied by The Neon Company at that time.

Article 12 – Payment and right of retention

1. Unless otherwise agreed, the Purchaser ensures payment within fourteen (14) days from the invoice date by transferring the due amount to a bank account communicated by The Neon Company on the invoice or otherwise and always in a manner prescribed by The Neon Company. The Neon Company's invoices are deemed accepted and approved by the Purchaser if a written objection has not reached The Neon Company within five (5) working days from the invoice date.
2. Payment by the Purchaser is always made without suspension, discount or set-off, of any kind.
3. The Neon Company always has the right to invoice in parts and in the interim.
4. After expiry of a payment term, the Purchaser is in default by operation of law and is required to pay interest of one percent (1%) per month or part of a month on the amount due from the moment of default, or the statutory commercial interest rate if this is higher. The Purchaser owes this interest in respect of all monetary claims arising from the Agreement, including, for example, claims for the reimbursement of extrajudicial collection costs.
5. The Neon Company always has the right to require prepayment or (additional) security for the fulfilment of the Agreement by the Purchaser before proceeding to (further) performance of the Agreement.
6. The Neon Company has the right to retain all goods that have been or will be made available to it by the Purchaser, for whatever reason, until all amounts owed by the Purchaser to The Neon Company are paid. This right of retention also accrues to The Neon Company if the Purchaser has been granted a moratorium on payments or is bankrupt. The right of retention lapses if the Purchaser provides adequate security for the amounts it owes.

Article 13 – Collection costs

1. If the Purchaser is in default or breach of one or more of its obligations, all costs incurred to obtain an out-of-court settlement are chargeable to the Purchaser. In any case, the Purchaser

owes collection costs in the event of a monetary claim. The collection costs are calculated in accordance with the collection rate as advised by the Netherlands Bar Association in collection cases, with a minimum of € 500.

Article 14 - Retention of title

1. The Products delivered by The Neon Company remain the full property of The Neon Company until the Purchaser has completely fulfilled all its obligations from and/or in connection with all Agreements entered into with The Neon Company.
2. The Purchaser may resell or use the Products subject to a retention of title in the course of its normal business operations, but is not allowed to pledge the Products or use them as security for a claim from a third party. This clause has effect under property law.
3. If third parties wish to establish or assert any right to the Products delivered under retention of title, the Purchaser is obliged to immediately inform The Neon Company thereof.

Article 15 - Special cases of termination

1. All claims against the Purchaser are immediately due and payable and The Neon Company may, without notice or warning, suspend its obligations in whole or in part and/or terminate the Agreement with the Purchaser in whole or in part with immediate effect or terminate it by contractual notice, without prejudice to The Neon Company's other rights, including its right to full compensation from the Purchaser, and without the Purchaser being entitled to damages or any right of suspension of its own, if:
 - a. the Purchaser reaches a settlement with its creditors, goes into liquidation, is declared bankrupt or if there is an application to that effect, is granted suspension of payments or if there is an application to that effect, or otherwise loses the free disposal of its assets;
 - b. The Neon Company has reasonable and concrete doubts about the Purchaser's alleged good financial position;
 - c. The Neon Company requests the Purchaser for (additional) security for performance and the Purchaser has not provided such (additional) security five (5) working days after the request;
 - d. the Purchaser fails to fulfil an obligation towards The Neon Company and still fails to do so in full within a reasonable period set by The Neon Company.

Article 16 - Warranty

1. The Neon Company is never responsible for the ultimate suitability of the Products for each individual application by the Purchaser, nor for any advice regarding the use or application of the Products.
2. A warranty applies to the Products delivered by The Neon Company only to the extent agreed upon in writing. Any warranty is always limited to a period after delivery of one (1) year in case of outdoor use and two (2) years in case of indoor use.
3. If no warranty has been agreed upon, The Neon Company is not obliged to provide a warranty for goods originating from a third party beyond the warranty it can successfully invoke against such third party.
4. The Purchaser can only invoke warranty after it has fulfilled all its obligations towards The Neon Company.
5. The Purchaser must in all cases give The Neon Company the opportunity to examine and, if possible, remedy a possible defect.

6. Dimmers and adapters are replaced within the agreed warranty period, provided that the Purchaser returns the relevant dimmer or adapter to The Neon Company.
7. The warranty is in any case always excluded in cases as mentioned in article 17.6.

Article 17 - Liability, indemnification and limitation

1. Except in cases of intent or gross negligence, The Neon Company is only liable for damage suffered by the Purchaser that is the direct and exclusive result of an attributable shortcoming of The Neon Company. In any case, the amount of The Neon Company's total liability - possibly aggregated - based on any legal ground or grounds whatsoever (including obligations to undo) is limited to a maximum of the invoice amount of the underlying Agreement, except in case of intent or gross negligence.
2. The Neon Company is not liable for consequential damage, including, but not limited to: loss of profit, image damage, damage due to business interruption, damage to goods other than those delivered by The Neon Company and/or damage to persons. More specifically, The Neon Company is not liable for damage suffered by third parties. Furthermore, in this context the Purchaser explicitly waives the possibility to change the consequences of the Agreement as referred to in Section 6:230(2) of the Dutch Civil Code.
3. The Neon Company is not liable for damages caused by engaged third parties and/or by late or incorrect delivery.
4. The Purchaser indemnifies The Neon Company against all damage, any liability and all costs resulting from non-compliance with the obligations under the Agreement, including these General Terms and Conditions, by or on behalf of the Purchaser.
5. Notwithstanding the statutory limitation period, and without prejudice to the complaint and expiry periods, the limitation period of all claims and defenses against The Neon Company and any third parties engaged by The Neon Company is one (1) year.
6. Any statutory or contractual warranty obligation and/or liability of The Neon Company lapses if and as soon as:
 - a. the Purchaser itself or through a third party has tried to undo (alleged) defects;
 - b. the Purchaser has made changes, regardless of their extent, to the delivered Products or has had them made;
 - c. any damage to the Product is (partly) the result of the construction in which the Product is attached or processed;
 - d. the (alleged) damage is wholly or partly the result of incorrect, careless or inexperienced use by or at the expense of the Purchaser;
 - e. the (alleged) damage is the result of incorrect information (including for example technical data and advice) provided by or on behalf of the Purchaser;
 - f. the (alleged) damage is wholly or partly the result of or caused by one or more defects for which a party other than The Neon Company is responsible or liable;
 - g. the Purchaser and/or a third party has otherwise treated the Products carelessly, or has treated them in such a way that the risk should be borne by the Purchaser according to generally accepted standards; and/or
 - h. the Purchaser has not (fully) complied with the obligations under any agreed warranty terms and/or has not demonstrably complied with them.

Article 18 - Amendment of these general terms and conditions

1. The Neon Company may amend these general terms and conditions. These amendments enter into force vis-à-vis the Purchaser as soon as it has been notified of the amendment, unless the Purchaser objects to these amended General Terms and Conditions or the applicability thereof in writing within five (5) working days.

Article 19 - Applicable law and competent court

1. Dutch law applies to the Offer, the Agreement, the Activities, these General Terms and Conditions and all contractual and non-contractual obligations arising therefrom or related thereto. This with the exclusion of the provisions of international treaties, including the Vienna Sales Convention, to the extent they do not contain mandatory law.
2. The court in Amsterdam has exclusive jurisdiction to take cognizance of disputes arising from the legal relations in the Offer and the Agreement and the agreements related thereto.