

LUME TRAVELER B.V. GENERAL SALES CONDITIONS FOR END-USERS
Effective from and last updated since October 2020

Capitalized terms used in these General Sales Conditions for END-USERS shall have the meanings set out below:

"Article(s)"	clause(s) of these General Sales Conditions of Lume;
"End-user"	the private individual or company to whom Lume sells and/or delivers Products and/or to whom Lume provides Services, and who is not acting as a reseller;
"General Sales Conditions"	these general sales terms and conditions for End-users of LUME with regard to the purchase, delivery and purchase of Products and/or Services;
"Lume"	Lume Traveler B.V., a private limited liability company, having its registered office in Nieuwegein, the Netherlands, and maintaining its principle place of business at Staalweg 14, (4104 AT) Culemborg, the Netherlands, registered with the Dutch Chamber of Commerce under number 71892982;
"Order(s)"	the quotation made by Lume, concerning the purchase of Products and/or the purchase of Services by the End-user from Lume, including applicable options and conditions, signed by the End-user;
"Order confirmation(s)"	the written confirmation sent by Lume to the End-user, regarding the confirmation of the Order;
"Party" or "Parties"	Lume or the End-user, or Lume and the End-user;
"Personal Data"	any information relating to an identified or identifiable private individual;
"Product(s)"	various types of high-end luxury caravans and parts thereof manufactured and sold under the brand name Lume Traveler;
"Service Contract(s)"	all written contracts, concluded between Lume and the End-user, concerning the purchase of Services by the End-user from Lume, as well as any other assignment issued by the End-user to Lume, as well as all legal and other acts that are related to the above;
"Service(s)"	all services provided by Lume to the End-user in relation to the Products;
"Third Parties"	(legal) persons engaged by or on behalf of a Party in the context of the (partial) performance of a contract other than that Party or Parties - or their personnel – themselves;

1 Applicability

- 1.1 These General Sales Conditions apply to and form part of all offers made by Lume, the Order, the Order Confirmation, the Service Contract and all other legal and other acts between Lume and the End-user.
- 1.2 In these General Sales Conditions, in writing also includes by e-mail.
- 1.3 Lume has the right at all times to make changes or additions to the General Sales Conditions unilaterally. The changes and/or additions bind the End-user as from the moment the changes and/or additions have been notified to the End-user in writing.
- 1.4 Deviations and/or additions to these General Sales Conditions only apply if and in so far as they have been explicitly confirmed in the Order Confirmation by Lume.
- 1.5 The content of the Order (i.e. the principal agreement) prevails if the content of the Order deviates from the content of these General Sales Conditions.
- 1.6 The data relevant to the End-user that are related to the identity of Lume are as follows:
 - trading name: Lume Traveler B.V.
 - business address: Staalweg 14, 4104 AT, Culemborg
 - phone number: +31(0)345-508763
 - e-mail: info@lumetraveler.com
 - website: <https://www.lumetraveler.com/>

2 Offers / Conclusion of contracts

- 2.1 All offers and quotations made by Lume are always without obligation, may be withdrawn or changed by it at any time and are based on the information provided by the End-user. Statements on the website of Lume with regard to Products and quotations given should be considered as an invitation to Lume to make an offer.
- 2.2 Obvious mistakes or obvious errors in the description, the offers and the quotations made by Lume with regard to the Products do not bind Lume.
- 2.3 Contracts between Lume and the End-user shall be concluded after acceptance of the Order by means of an Order Confirmation by Lume.
- 2.4 Lume is entitled to attach certain conditions to the delivery, unless explicitly stated otherwise.
- 2.5 Lume has the right to refuse Orders from the End-user, without the End-user being able to enforce any claim for compensation against Lume in connection therewith.

3 Prices

- 3.1 Unless otherwise agreed in writing, the prices stated by Lume or agreed with Lume are including VAT (if any) and, unless stated otherwise, exclusive of import and export duties, excise duties and other taxes, charges or levies. Lume has the right to charge the End-user separately for the packaging of Products. If applicable, these costs will be explicitly mentioned by Lume in the Order Confirmation.
- 3.2 Unless expressly agreed otherwise in writing, the prices are excluding delivery charges.
- 3.3 All prices stated by Lume are based on the material, energy and other cost-determining factors known at the time the offer is made. An increase in such costs will always be charged on automatically in the event such an increase takes place within three (3) months after the Order Confirmation is dated. In such circumstances the End-user will have the right to cancel the Order in the event he is not willing to accept such a higher price. Statutory cost-determining factors, including an increase in taxes, excise duties, import duties or other government levies will also be charged to the End-user. In such circumstances there will be no right to terminate the Order on such a basis.
- 3.4 Lume reserves the right to correct prices quoted by it in case of errors, including, but not limited to printing and clerical errors or omissions. Lume is not liable for any losses sustained by the End-user arising from such errors or omissions.

4 Payment

- 4.1 All payments should be made in the way indicated in the Order.
- 4.2 Lume has the right to invoice initial payment of 50% of the total amount unless agreed otherwise in writing. As far as payment in advance is required, Lume is not obliged to deliver the Products until the moment the payment of the total amount due has been received by Lume.
- 4.3 All Products delivered by Lume remain its property until the End-user has paid to Lume in full all amounts payable on the basis of the Order and/or other contracts, including interest and expenses. In the event the End-user fails to comply with its obligations as referred to in this Article, Lume will have the right to take back the Products delivered, subject to retention of title and at the cost of the End-user at its discretion and irrespective of where these Products may be located. The End-user is required to render all cooperation in this regard.
- 4.4 If the End-user contests the correctness of a Lume invoice, the End-user will be required to notify Lume thereof in writing and stating the reasons within fourteen (14) calendar days after the invoice date.
- 4.5 In derogation from Article 4.1, the End-user will be in default by operation of law and will owe statutory interest (within the meaning of section 6:119 of the Dutch Civil Code) on the outstanding invoice amount as from the invoice date in the event payment is not made on time. If the End-user fails to make payment within the agreed term and is therefore in default, all of Lume's outstanding claims against the End-user will become immediately due and payable.
- 4.6 Payments made by the End-user first serve to reduce costs and interest owed (in this order) and then to reduce the principal amounts, whereby old claims have priority over new claims.

5 Delivery and transfer of risk

- 5.1 A period agreed or specified for the performance specified in the Order Confirmation by Lume applies as a target period and never applies as a strict deadline. Merely exceeding a period therefore does not constitute default on the part of Lume and can therefore not lead to any obligation to pay compensation on the part of Lume. The Order cannot be terminated in connection with a period being exceeded unless Lume fails to perform the specified performance within a reasonable period provided by the End-user in writing after the expiry of the original period.
- 5.2 Lume is not obliged to deliver the Products, until the moment on which Lume has obtained the necessary information from the End-user to be able to deliver the Products.
- 5.3 The moment of delivery and the transfer of risk is the moment that the End-user, or a Third Party appointed by the End-user, has received the Products.
- 5.4 The licence plate shall be registered by the End-user.
- 5.5 The Products are delivered on the basis of the information as stated in the Order. The End-user guarantees that this information, such as name, address, chosen options and the like, is correct. The End-user will notify Lume without delay of any changes to these details.
- 5.6 In the event the End-user does not take receipt (on time) of Products that are offered for delivery in accordance with the Order Confirmation for any reason whatsoever, all reasonable costs incurred by Lume in that regard, including any costs of transportation, keeping and storage, will be for the account of the End-user.

6 Packaging

In so far packaging is used, Lume arranges for and determines the manner of packaging, unless the End-user requests Lume otherwise in this regarding in writing and on time.

7 Complaints and warranty

- 7.1 Images, descriptions, designs, catalogues, advertising materials and offers do not bind Lume. All statements by Lume regarding numbers, sizes, weights or other indications are made with the greatest possible care. Lume cannot guarantee, however, that no deviations will occur. The End-user must check compliance with the specifications or other indications stated by Lume or agreed with Lume as much as possible when taking receipt of the Products.
- 7.2 The End-user is obliged to inspect the Products delivered to it by Lume. Any damages to the Products found during this inspection shall be reported in writing by the End-user to Lume. The End-user's right in connection with a defect shall lapse if the End-user fails to notify a defect on time.
- 7.3 Complaints from the End-user regarding the Products to be delivered or the delivered Products by Lume should be reported to Lume by e-mail .
- 7.4 The End-user shall report any defects to Lume in any event within two (2) months after the discovery of the relevant defect.
- 7.5 A complaint or notification as referred to in Article 7.3 must provide a clear and accurate description of the defect that is invoked by the End-user. Submitting a complaint does not release the End-user from its payment obligation.
- 7.6 A warranty of two (2) years applies to the Products delivered by Lume, unless agreed otherwise. The warranty period commences on license plate registration date or at the date the ownership transfers to the end-user, whichever comes first. If a Product is repaired within the warranty period, the original warranty period will continue to apply on the understanding that a warranty period of three (3) months applies to repairs that have been carried out. The End-user cannot invoke this Article 7.6 during the period that the End-user does not comply in full or on time with an obligation under the terms and conditions as set in the Order and this General Sales Conditions. During the warranty period, Lume warrants that the Products fulfils any additional specifications agreed in writing by the Parties.
- 7.7 The warranty as referred to in Article 7.6 excludes the normal wear of the tyres of the Traveler.
- 7.8 The warranty as referred to in Article 7.6 is excluded for:
- a defect in the Product arose as a result of use other than reasonable use as might be expected under normal circumstances or caused in whole or in part by external causes such as lightning, water, fire damage and the like, repairs or changes made by unauthorized parties;
 - a defect, shortcoming, deficiency or imperfection directly or indirectly resulting from acts or omissions of End-user, including but not limited to, a defect resulting from End-user's failure to include the components to the Products in accordance with Lume's written instructions; and
 - a defect resulting from End-user's failure to properly maintain the Products and not having a defect of the Products timely remedied.
- 7.9 If a complaint or notification as referred to in Article 7.3 is justified in Lume's opinion, Lume will at its discretion: (1) repair and/or replace the Products or the Services that were provided, or (2) (partially) credit the purchase price paid by the End-user for the Products while taking the Products back, or (3) provide a financial compensation to the End-user that Lume considers reasonable in view of the nature and scope of the complaint and all additional circumstances.

- 7.10 The warranty provided by Lume as described in Article 7.6 does not affect the legal rights of the End-user, as referred to in sections 7:18, 7:19A, 7:21 and 7:22 of the Dutch Civil Code, which the End-user can assert against Lume on the basis of the Order.
- 7.11 Any reasonable (research and transport) costs incurred by Lume are at the expense of the End-user if it appears that the End-user cannot invoke the warranty.
- 7.12 Legal claims with respect to complaints and notifications as referred to in this Article must be brought (i.e. a legal proceeding must be entered into before the competent court) within two (2) years after the End-user notified Lume of the complaint in accordance with this Article.

8 Liability for loss and indemnification

- 8.1 The End-user acknowledges that the liability of Lume is limited to the liability following from the offered warranty as described in Article 7 and pursuant to any applicable mandatory law. Any additional liability based on regulatory law is expressly excluded unless Lume has accepted such liability in writing.
- 8.2 If and to the extent it is established that Lume is liable for damage and/or loss on any basis whatsoever, such liability is limited per claim or per event to an amount equal to the invoice value, including turnover tax (VAT), of the Product or Service delivered by Lume to which the liability relates, unless the cover of Lume's liability insurance makes further liability possible.
- 8.3 The End-user indemnifies Lume for all liabilities with regard to injury, death or loss of or damage to property that the End-user or third parties may suffer, provided that Lume is not liable for such damage under mandatory law.
- 8.4 A series of related claims or events applies as a single claim or event.
- 8.5 The End-user is obliged to report damage sustained by him to Lume in writing as soon as possible but in any event within at most 60 (sixty) calendar days after the loss arises or becomes known. Damage not reported within this term do not qualify for compensation.
- 8.6 All legal claims of the End-user against Lume prescribe in any event after two (2) years to be calculated from the day on which the relevant obligation under the Order became payable or the event that caused the loss occurred.

9 Government and other regulations

The End-user is obliged to comply with all applicable operating, safety and recall instructions and government and other regulations with respect to the Products delivered by Lume. Failure to do so could result in a rejection of a warranty or liability claim.

10 Force Majeure

- 10.1 In the event of force majeure on the part of Lume, Lume has the right to dissolve the Order in whole or in part with immediate effect and without judicial intervention, without such creating any right to compensation. Force majeure on the part of Lume includes in any event, but is not limited to:
- circumstances with respect to persons, raw and other materials used by Lume in the performance of the Order, which are of such a nature that the performance of the Order becomes impossible as a result, or becomes so onerous and/or disproportionately expensive for Lume that compliance with the Order cannot or can no longer be expected of Lume within reason;
 - the circumstance that Lume does not receive performance that is important in connection with the performance to be delivered by it or such performance is not delivered to Lume on time or properly;

- strikes, factory occupations, import and export impediments, government measures;
 - fire, water damage, floods, extreme weather conditions, contagious diseases, pandemics;
 - war and the threat of war, riots, wilful damage; and
 - interruptions or breakdowns in the power and/or telecommunications facilities and the like.
- 10.2 Lume will inform the End-user as soon as possible in a situation of force majeure on the part of Lume. If the End-user so requests, Lume shall provide evidence of the event that caused the force majeure.

11 Suspension and termination

- 11.1 Lume has the right, at its discretion, to suspend performance of the Order, in whole or in part, or to terminate the Order as referred to in section 6:265 of the Dutch Civil Code, in whole or in part, by means of a written declaration and without judicial intervention and with immediate effect (without Lume being obliged to pay any compensation) in the event the End-user fails to comply with (one of) its obligations pursuant to the Order (including these General Sales Conditions).
- 11.2 All claims Lume may have or acquire against the End-user in the cases referred to above in Article 11.1 are immediately due and payable in full.
- 11.3 A claim for termination of the Order on the part of the End-user must be made in writing and the End-user is obliged to clearly state therein the ground(s) for termination.
- 11.4 The End-user does not have the right to cancel the Order once the Order has been accepted by Lume by means of the Order Confirmation. If the End-user nevertheless wishes to cancel all or part of the Order, it will be obliged to compensate Lume for all costs incurred by Lume in connection with the performance of this Order.

12 Privacy

- 12.1 The Personal Data will not be shared by Lume with third parties and will only be used for the establishment and the performance of the Order.
- 12.2 Without prejudice to other rights pursuant to applicable legislation, the End-user is entitled to inspect and correct the Personal Data collected by Lume. The End-user has the right to request Lume to correct or remove the Personal Data. Lume shall, within four (4) weeks after such a request, state which Personal Data Lume processes and whether Lume is able to comply with the request for removal or correction.
- 12.3 A privacy statement regarding the use of Personal Data can be found on the Lume website.

13 Invalidity of one or more provisions and conversion

- 13.1 The invalidity of a provision in an Order or in these General Sales Conditions does not have consequences for the validity of the other provisions of the Order or these General Sales Conditions.
- 13.2 If one or more provisions of the Order or the General Sales Conditions are invalid or unacceptable given the circumstances, in accordance with the standards of reasonableness and fairness, a new reasonable and legally admissible provision will be determined by Lume.
- 13.3 If Lume has permitted deviations from these General Sales Conditions, for a short or longer period of time, this does not affect Lume's right to demand immediate and strict compliance with these General Sales Conditions. The End-user can never assert any right on the grounds that Lume applies these General Sales Conditions flexibly.

14 Choice of law and forum

- 14.1 The legal relationship between Lume and the End-user is governed exclusively by Dutch law.
- 14.2 All disputes between the End-user and Lume will be settled by the competent (cantonal) court of the End-user's place of domicile. The End-user is also entitled to submit disputes to the competent courts in Amsterdam, the Netherlands.
