

**LUMEGROUP B.V. GENERAL SALES CONDITIONS FOR END-USERS**  
**Effective from and last updated in September 2024**

**1 Definitions and Interpretation**

1.1. Capitalized terms used in these General Sales Conditions shall have the meaning set out below:

<b>“Article”</b>	a clause of these General Sales Conditions;
<b>“End-user”</b>	the private individual to whom Lume sells and/or delivers Products and/or to whom Lume provides Services, and who is not acting as a reseller or in the execution of a profession or business;
<b>“General Sales Conditions”</b>	these general sales conditions for End-users of Lume with regard to the purchase and delivery of Products and/or Services;
<b>“Lume”</b>	Lumegroup B.V., a private limited liability company, having its registered office in Holten, the Netherlands, and its principle place of business at Keizersweg 75, (7451PH) Holten, the Netherlands, registered with the Dutch Chamber of Commerce under number 91664640;
<b>“Offer”</b>	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;
<b>“Order”</b>	the order from the End-user in the form of the Offer (digitally) signed by the End-user;
<b>“Order confirmation”</b>	the written confirmation sent by Lume to the End-user, regarding the confirmation of the Order;
<b>“Party” or “Parties”</b>	Lume or the End-user, or Lume and the End-user;
<b>“Personal Data”</b>	any information relating to an identified or identifiable private individual;
<b>“Product”</b>	various types of high-end luxury caravans and parts thereof manufactured and sold under the brand name Lume Traveler;
<b>“Services”</b>	all services provided by Lume to the End-user in relation to the Products.

1.1 Whenever the abovementioned terms are used in these General Sales Conditions, the singular form includes the plural form, and the plural form includes the singular form.

1.2 In these General Sales Conditions the term 'in writing' also includes by e-mail.

- 1.3 In these General Sales Conditions, references to a gender include all genders or the absence thereof.
- 1.4 The contact details of Lume are as follows:
- trading name: Lumegroup B.V.
  - business address: Keizersweg 75, 7451PH, Holten
  - phone number: +31(0)548-201060
  - e-mail: [info@lumetraveler.com](mailto:info@lumetraveler.com)
  - website: <https://www.lumetraveler.com/>

## **2 Applicability**

- 2.1 These General Sales Conditions apply to, and form part of, all Offers made by Lume, the Order, the Order Confirmation and all legal and other acts between Lume and the End-user.
- 2.2 By accepting the Offer, the End-user places the Order and agrees to these General Sales Conditions.
- 2.3 Lume is entitled to unilaterally make changes or additions to these General Sales Conditions. The changed General Sales Conditions bind the End-user as from the moment the changed General Sales Conditions have been notified to the End-user in writing. The changed General Sales Conditions do not apply to binding agreements already concluded in accordance with Article 3.3.
- 2.4 Unless explicitly stated otherwise in the Order Confirmation, the Products are delivered, and the Services are performed, solely based on these General Sales Conditions. Any terms and conditions of the End-user are not accepted by Lume and are not applicable. Deviations from these General Sales Conditions only apply if and in so far as they have been explicitly confirmed in the Order Confirmation by Lume and they will only apply to that specific Order.
- 2.5 In case the content of these General Sales Conditions, the Offer and the Order Confirmation is contradictory, the correct order of precedence is (i) the Order Confirmation, (ii) the Offer, and (iii) these General Sales Conditions.

## **3 Offers / Conclusion of agreements**

- 3.1 All Offers and quotations made by Lume are non-binding, may be withdrawn or changed by Lume at any time and are based on the information provided by the End-user. Statements on the website of Lume with regard to Products, Services and quotations given are non-binding and should be considered as an invitation to the End-user to request Lume to issue an Offer.
- 3.2 Obvious mistakes or obvious errors in Offers, quotations or the description of the Products and Services do not bind Lume.
- 3.3 A binding agreement between Lume and the End-user shall be concluded after acceptance of the Offer by End-user and the issuance of an Order Confirmation by Lume.
- 3.4 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.
- 3.5 Since the End-user places the Order at Lume after having seen the Product, and any possible orders for Services relate to the Products, the consumer rules in relation to 'remote sale' do not apply.

## **4 Prices**

- 4.1 Unless otherwise agreed in the Order Confirmation, the prices stated by Lume or agreed with Lume are including VAT (if any) and, exclusive of transport, 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 and transport of Products. If applicable, these costs will be explicitly mentioned by Lume in the Order Confirmation.

- 4.2 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 within three (3) months after the Order Confirmation is dated, may be charged to End-user. In such circumstances the End-user will have the right to cancel the Order in the event the End-user 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 the End-user does not have the right to terminate the Order.
- 4.3 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.

## **5 Payment**

- 5.1 All payments should be made in Euro, within the term stated on the invoice, in the way indicated in the Offer and/or the Order Confirmation and on the invoice.
- 5.2 Upon receipt of the Order, Lume provides the End-user with an invoice for the total amount of the ordered Products. The End-user must make a 50% down payment. The Order Confirmation will be sent once Lume has received the aforementioned down payment. The other 50% of the invoice must be paid by the End-user before the Products are delivered. Lume is not obliged to deliver the Products until payment of the total amount due has been received by Lume in full.
- 5.3 If the End-user contests the correctness of a Lume invoice, the End-user will be required to notify Lume thereof in writing, substantiating the reasons for contesting the invoice, within fourteen (14) calendar days after the invoice date.
- 5.4 Complaints in relation to the Product do not release the End-user from any of its payment obligations.
- 5.5 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 received by Lume ultimately on the last date of the payment term stated on the invoice, as well as statutory extrajudicial collection costs. If the End-user fails to make payment within the agreed term and is therefore in default, all Lume's outstanding claims against the End-user will become immediately due and payable.
- 5.6 Payments made by the End-user first serve to pay collection costs, then interest owed and finally the outstanding amounts of invoices, whereby old claims have priority over new claims.

## **6 Retention of title**

- 6.1 All Products delivered by Lume remain the full and sole property of Lume, as meant in clause 3:92 of the Dutch Civil Code, until the End-user has complied with all its (payment) obligations (including collection costs and interest if applicable) towards Lume under the Order.
- 6.2 The Products delivered by Lume which are subject to retention of title may not be resold, given into use, rented out or used as a means of payment until the End-user has fulfilled all its obligations towards Lume as referred to in Article 6.1.
- 6.3 The End-user shall not be authorised to pledge or otherwise encumber the Products that are subject to retention of title.
- 6.4 In the event the End-user fails to comply with its obligations as referred to in Article 6.1, and remains in default after being notified thereof by Lume in writing, stating a reasonable period to comply, Lume will have the right to take back the Products delivered subject to retention of title, at the cost of the End-user, at Lume's sole

discretion and irrespective of where these Products may be located. The End-user is required to render all cooperation in this regard.

- 6.5 The End-user hereby unconditionally and irrevocably authorises Lume or a third party appointed by Lume, in all cases in which Lume wishes to exercise its rights as described in Article 6.4, to enter all those places where its property is located and to repossess those Products there. In case any objects are stored in the Product, Lume may automatically take possession of said objects as well and is under no obligation to remove these objects from the Product.
- 6.6 If third parties seize a Product delivered under retention of title or wish to establish or enforce rights in relation to said Product, the End-user shall immediately inform Lume thereof in writing.
- 6.7 The End-user undertakes to take out insurance for the Products delivered under retention of title and to keep the Products insured during the duration thereof against fire, explosion and water damage as well as against theft. Upon first request thereto by Lume, the End-user shall submit the policy of this insurance to Lume for inspection.

## **7 Delivery and transfer of risk**

- 7.1 Delivery dates or performance terms or dates stated in the Offer or Order Confirmation are indications only and cannot be interpreted as strict deadlines. Merely exceeding a date or term therefore does not constitute default on the part of Lume and cannot lead to any obligation to pay compensation to End-user by Lume. The Order cannot be terminated by the End-user in connection with a date or term being exceeded, unless the End-user has sent a written notice of default to Lume, giving Lume a reasonable period to perform, and Lume has not performed by the day after the reasonable period.
- 7.2 Lume is not obliged to deliver the Products or perform the Services until the End-user has shared with Lume all information necessary to deliver the Products or perform the Services. The End-user cannot terminate the Order based on Article 7.1 if the End-user has not informed Lume fully, correctly and/or timely.
- 7.3 The risk in relation to the Product transfers to the End-user upon the moment of delivery, which delivery will take place EX Works in accordance with the Incoterms 2020 at the location of Lume, unless stated otherwise in the Offer or Order Confirmation.
- 7.4 The licence plate for the Products needs to be registered by the End-user.
- 7.5 If pursuant to agreements made in the Offer or the Order Confirmation the Products are delivered to End-user's site instead of Ex Works, such delivery will be based on the information as stated in the Order Confirmation. 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 in case any of these details change.
- 7.6 In the event the End-user does not – or does not timely – take receipt of the Products that are offered for delivery for any reason whatsoever, all reasonable costs incurred by Lume in that regard, including but not limited to costs of transportation, safekeeping and storage, will be for the account of the End-user.
- 7.7 In so far packaging is used, Lume arranges for and determines the manner of packaging, unless the End-user timely requests Lume otherwise in writing and Parties have explicitly agreed thereon.

## **8 Complaints and warranty**

- 8.1 Images, descriptions, designs, catalogues, advertising materials, offers, quotation and information on the website of Lume 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 this information is correct. The End-user must check compliance with the specifications or other indications stated by Lume or agreed with Lume as much as possible after receiving the Product.

- 8.2 The End-user is obliged to inspect the Products delivered to it by Lume for the existence of any defects immediately upon receipt. Any defect found during this inspection shall be immediately reported in writing by the End-user to Lume. Products must be returned in the original packaging if applicable, and including accessories and accompanying documentation, in the condition as it was received by the End-user. Use of the Product after discovery of a defect will result in the End-user no longer being able to invoke its warranty rights in accordance with this Article 8.
- 8.3 Complaints from the End-user regarding the Products must be reported to Lume via e-mail. Complaints must provide a clear and accurate description of the defect.
- 8.4 The End-user must report any defects to Lume within two (2) months after delivery of the Product or – if the defect could not have been detected at delivery – within two (2) months after the discovery of the relevant defect.
- 8.5 Lume warrants that the Products comply with the Offer and Order Confirmation and that the Products are free from any defects for a period of two (2) years. Lume warrants that the Services performed are performed in accordance with good workmanship and are free from any defects for a period of three (3) months. The warranty period for Products commences on the earlier of (i) the date of delivery, or (ii) the date the ownership of the Product transferred to the End-user. The warranty period for Services commences upon the date of performance of said Services. If a Product is repaired within the warranty period, the original warranty period will continue to apply.
- 8.6 The warranty as referred to in Article 8.5 is excluded in the following circumstances:
- 8.6.1 if and for as long as the End-user is in default towards Lume in complying with the End-user's obligations under the Offer, Order Confirmation or these General Sales Conditions and such default justifies the exclusion of warranty;
  - 8.6.2 if the Product has been modified, repaired, maintained or dismantled by the End-user or a third party;
  - 8.6.3 if the End-user fails to properly maintain the Products, including not remedying any defects;
  - 8.6.4 if the Product has been subject to improper use;
  - 8.6.5 if the defect has been caused in whole or in part, directly or indirectly, as a result of acts or omissions of End-user, including but not limited to, defects resulting from End-user's or third party's failure to act in accordance with Lume's written instructions, manuals and/or directions;
  - 8.6.6 if the defect has been caused in whole or in part, directly or indirectly, by external causes such as Force Majeure Events, lightning, water, fire damage, accidents and the like; and
  - 8.6.7 normal wear and tear of the Products, including its tyres.
- 8.7 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. Failure to do so could result in a rejection of a warranty or liability claim.
- 8.8 If a complaint or notification as referred to in Article 8.3 is justified in Lume's opinion, Lume will at its discretion either (i) repair or replace the Products or reperform the Services that were provided, or (ii) (partially) credit the purchase price paid by the End-user for the Products while taking the Products back, or (iii) 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.
- 8.9 The warranty provided by Lume as described in Article 8.5 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.
- 8.10 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.
- 8.11 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 for the first time. If the aforementioned is not complied with, the End-user forfeits any rights in relation to the respective legal claim.

## **9 Liability for loss and indemnification**

- 9.1 As far as allowed in accordance with mandatory law, the End-user acknowledges that the liability of Lume is limited to warranty obligations as described in Article 8. Any additional liability based on regulatory law is expressly excluded.
- 9.2 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 price of the Product or Services, excluding VAT, to which the liability relates, or to the amount actually paid out under an insurance taken out by Lume if higher.
- 9.3 Any liability of Lume for compensation of indirect or consequential damages or damages due to loss of profits, revenues, use, agreements or goodwill and the like is excluded.
- 9.4 Lume shall not be liable for damage caused to or by the Products because of any of the circumstances described in Article 8.6.
- 9.5 A series of related claims or events must be considered as a single claim or event.
- 9.6 The End-user is obliged to report any liability claims to Lume in writing as soon as possible but in any event within two (2) months after the damage occurred. Damage not reported within this term is not eligible for compensation.
- 9.7 All liability claims of the End-user against Lume shall in any event lapse after two (2) years from the day on which the event that caused the damage occurred.

## **10 Force Majeure**

- 10.1 In case an obligation under an Order by either Party is affected because of a Force Majeure Event (as defined in Article 10.2) the affected Party will inform the other Party thereof as soon as reasonably possible. The affected Party shall not have any obligations or liability towards the other Party insofar the Order cannot be performed because of a Force Majeure Event. In case a Force Majeure Event effects the performance of the Order for more than sixty (60) days, either Party has the right to terminate the Order in whole or in part with immediate effect by sending a written notice to the other Party, without judicial intervention being necessary, and without being liable to the other Party in relation to such termination in any way.
- 10.2 A 'Force Majeure Event' is a circumstance that is beyond the effected Party's reasonable control and could not have reasonably been avoided by the effected Party. Such circumstances include, but are not limited to:
  - 10.2.1 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 reasonably be expected of Lume;
  - 10.2.2 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;
  - 10.2.3 shortages or delay in delivery of raw materials, components, utilities or transportation;
  - 10.2.4 strikes, factory occupations, import and export impediments, government measures;
  - 10.2.5 fire, water damage, floods, extreme weather conditions, contagious diseases, epidemics, pandemics;
  - 10.2.6 war and the threat of war, riots, wilful damage; and
  - 10.2.7 interruptions or breakdowns in the power and/or telecommunications facilities and the like.

Payment difficulties never constitute a Force Majeure Event.

## **11 Suspension and termination**

- 11.1 Lume has the right to suspend performance of an Order, in whole or in part, 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 Either Party has the right to terminate an Order, in whole or in part, in case the other Party fails to comply with (one of) its obligations pursuant to the Order (including these General Sales Conditions), provided the non-defaulting Party has sent a notice of default to the defaulting Party, substantiating the non-compliance and giving the defaulting Party a reasonable period to comply with its obligations under the Order and the defaulting Party has not complied with these obligations the day after said period.
- 11.3 End-user does not have the right to terminate an Order for convenience or for any reason other than as stated in Article 11.2. If End-user nevertheless wishes to terminate the Order, the End-user will be obliged to compensate Lume for all costs incurred by Lume in connection with the performance of the Order, including lost profits.
- 11.4 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.

## **12 Privacy**

- 12.1 Personal Data of End-users will not be shared by Lume with third parties and will only be used for the establishment and the performance of the Order. The processing of this data is necessary for Lume to properly perform its obligations in relation to the Order.
- 12.2 A privacy statement regarding the processing 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 Offer, Order Confirmation or in these General Sales Conditions does not have consequences for the validity of the other provisions of the Offer, Order Confirmation or these General Sales Conditions.
- 13.2 If one or more provisions of the Offer, Order Confirmation 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.

## **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 court of the End-user's place of domicile. The End-user is also entitled to submit disputes to the competent court in Almelo, the Netherlands.

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