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Terms and Conditions of Sale

NLight B.V.

1. Scope and Application

1.1 These Terms and Conditions of Sale ("**Terms**") apply to the sale of all products and provision of all services by NLight B.V., a company registered in the Netherlands under Kvk number 90036603, with its registered office at Walserij 53, 2211SJ Noordwijkerhout, Netherlands ("**NLight**"). All orders placed with NLight by a Customer (being a business customer acting in the course of its trade, business or profession) are deemed to be an offer to buy on these Terms.

1.2 These Terms apply exclusively to business-to-business transactions and not to consumer transactions. By placing an order or accepting delivery of any products or services, the Customer agrees to be bound by these Terms.

1.3 Any terms or conditions proposed by the Customer (for example on purchase orders, acknowledgements or other documentation) that conflict with or vary these Terms are expressly excluded and shall have no effect unless separately agreed in writing by an authorised representative of NLight. The applicability of any general terms and conditions of the Customer is hereby expressly rejected.

1.4 The Customer warrants that all information, specifications, drawings and data provided to NLight are complete, accurate and up to date. NLight will rely on such information when processing the order, and the Customer shall be liable for any errors, omissions or inaccuracies in the information provided.

1.5 NLight reserves the right to amend these Terms from time to time. The version of the Terms in force at the date of order confirmation shall apply to that order.

1.6 NLight shall make these Terms available to the Customer before or at the time of entering into the contract. By placing an order, the Customer acknowledges that it has received, read and accepted these Terms. Where these Terms are filed with the Chamber of Commerce (*Kamer van Koophandel*), the Customer may also inspect them there.

2. Orders and Acceptance

Order Confirmation

2.1 All orders are subject to acceptance by NLight. NLight will confirm accepted orders in writing (including by email). No order is binding on NLight until it issues a written order acknowledgement or otherwise confirms acceptance.

2.2 NLight's quotations are valid for the period stated therein, or if no period is stated, for 30 calendar days from the date of the quotation. NLight may amend or withdraw a quotation at any time before acceptance by the Customer.

Customer Obligations

2.3 The Customer must ensure that all order details (product type, quantities, specifications, delivery location, special requirements, etc.) are accurate and complete at the time of order. The

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Customer is responsible for any errors in orders and for ensuring the ordered products or services meet its requirements.

2.4 If the Customer customises, modifies or adapts products after delivery, NLight shall not be liable for any loss, damage or reduced performance arising from such modifications.

Pricing and Quantity Changes

2.5 NLight may adjust prices, delivery schedules or other terms if the Customer requests changes to an accepted order. Any such variations must be confirmed in writing by NLight and the Customer shall bear any additional costs arising from the variation.

2.6 If the Customer attempts to vary these Terms in its purchase order or other documentation, such variations are void unless separately agreed by NLight in writing.

3. Prices and Payment

Prices

3.1 The price of the products and services shall be as quoted by NLight (or, if no price is quoted, the price set out in NLight's published price list) at the time of order confirmation. All prices are exclusive of value added tax (VAT/BTW) or other applicable sales taxes, which the Customer must pay in addition at the rate prevailing at the time of supply.

3.2 Prices exclude any duties, customs charges, import fees, levies or other governmental charges, all of which are the Customer's sole responsibility.

3.3 NLight reserves the right to increase prices at any time before delivery to reflect any increase in the cost of supply, including but not limited to increases in raw materials, labour, manufacturing, shipping, tariffs or exchange rate fluctuations. NLight will notify the Customer of any such price increase and the Customer may cancel the affected order within 5 business days of such notice, subject to Clause 5 (Cancellation by Customer).

Deposits and Advance Payments

3.4 NLight may require payment of a deposit or advance payment as specified in the order confirmation or quotation before commencing production, procurement or dispatch of the goods. The deposit amount shall be as stated in the order confirmation.

3.5 Deposits and advance payments are non-refundable except where NLight is unable to fulfil the order due to reasons solely attributable to NLight. For the avoidance of doubt, deposits shall not be refundable in circumstances of Customer cancellation (see Clause 5), Customer default or late payment.

Payment Terms

3.6 NLight will issue an invoice on or after dispatch of the goods or on performance of services. Unless otherwise agreed in writing, the Customer must pay each invoice in full within 30 calendar days of the invoice date.

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3.7 Payment shall be made by bank transfer to NLIGHT's nominated bank account (or by such other method as NLIGHT may specify). Payment must be received in cleared funds by the due date. Invoices are payable in full without any set-off, deduction, counterclaim or withholding of any kind.

Late Payment

3.8 **Definition of Late Payment:** Payment is considered late if it has not been received in cleared funds by the due date stated on the invoice (being 30 calendar days from the invoice date, or such other period as agreed in writing). For the avoidance of doubt, the Customer shall be in default (*verzuim*) by the mere expiry of the payment term without any further notice of default being required, in accordance with Article 6:83(a) of the Dutch Civil Code.

3.9 **Interest on Late Payment:** If any payment is overdue, NLIGHT shall be entitled to charge interest on the overdue amount at a rate of 8% per annum above the base rate of the central bank applicable to the currency of the invoice, calculated on a daily basis from the due date until the date of actual payment (whether before or after judgment). In no event shall the interest rate be lower than the statutory commercial interest rate applicable under the law governing the invoice (including, where applicable, the rate under Article 6:119a of the Dutch Civil Code or the European Late Payment Directive 2011/7/EU). This is without prejudice to any other rights or remedies available to NLIGHT.

3.10 **Debt Recovery Costs:** The Customer shall pay all reasonable costs and expenses (including but not limited to legal fees, collection agency costs and court costs) incurred by NLIGHT in recovering any overdue amounts. Extrajudicial collection costs shall be at least the amount prescribed by the Dutch Extrajudicial Collection Costs Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*), or such higher amount as reasonably incurred.

3.11 **Suspension of Supply:** If any payment is overdue, NLIGHT reserves the right to suspend all further deliveries and performance of services (including under other contracts with the Customer) until all outstanding amounts, including accrued interest and costs, have been paid in full. NLIGHT shall not be liable for any loss or damage suffered by the Customer as a result of such suspension.

3.12 **Cancellation for Non-Payment:** If payment remains outstanding for more than 30 calendar days beyond the due date without reasonable justification acceptable to NLIGHT, NLIGHT reserves the right to cancel the order (in whole or in part) by written notice to the Customer, and/or to dissolve the contract (*ontbinding*) in accordance with Article 6:265 of the Dutch Civil Code. In such event:

- any deposits or advance payments already made by the Customer shall be retained by NLIGHT as a contribution toward NLIGHT's costs and losses, and shall not be refundable;
- all other outstanding invoices (whether or not yet due) shall become immediately payable;
- NLIGHT reserves the right to claim further damages, including loss of profit and costs incurred.

Currency and Foreign Customers

3.13 Unless otherwise stated in the quotation or order confirmation, invoices shall be issued in the currency specified by NLIGHT. Any exchange rate or currency fluctuation risk lies with the Customer unless agreed otherwise in writing.

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3.14 Payment shall be made free of all bank charges, transfer fees and any applicable withholding taxes. Any such charges or deductions incurred shall be reimbursed by the Customer in addition to the invoiced amount.

4. Delivery and Risk

Delivery

4.1 Delivery terms shall be as stated in the order confirmation (for example EXW, FCA, CIF or DDP as per Incoterms® 2020), or as otherwise agreed in writing.

4.2 Delivery dates provided by NLight are estimates only and are given in good faith. **Time is not of the essence for delivery.** NLight shall use reasonable endeavours to meet any estimated delivery dates but shall not be liable for any delay in delivery. Delay in delivery shall not entitle the Customer to cancel the order or claim damages unless a specific delivery date was expressly agreed in writing as a deadline (*fatale termijn*).

4.3 If the Customer fails to take delivery of the goods on the agreed delivery date, or if delivery is delayed due to the Customer's act or omission, NLight may store the goods at the Customer's risk and expense (see Clause 6, Storage of Goods).

4.4 NLight may deliver goods in instalments. Each instalment shall constitute a separate contract. Any defect in or failure to deliver any instalment shall not entitle the Customer to cancel any other instalment.

Risk

4.5 Risk of loss of or damage to the products shall pass to the Customer in accordance with the applicable Incoterms® 2020 delivery term. Where no Incoterm is specified, risk passes upon delivery of the products to the Customer or carrier (whichever is earlier). If the Customer collects the products from NLight, risk passes at the point of collection.

4.6 The Customer must inspect the condition of products at the point of delivery and note any visible damage on the carrier's delivery documentation.

Retention of Title (Eigendomsvoorbehoud)

4.7 In accordance with Article 3:92 of the Dutch Civil Code (*Burgerlijk Wetboek*), title to the products shall remain with NLight until NLight has received payment in full (in cleared funds) of:

- the purchase price of the products delivered or to be delivered;
- any amounts due under these Terms for any other products delivered or to be delivered by NLight to the Customer; and
- any claims for damages, interest or costs arising from the Customer's failure to perform any of its obligations under any contract with NLight.

4.8 Until title has passed to the Customer, the Customer shall:

- hold the products as bailee for NLight and store them separately and identifiably from the Customer's own goods and those of third parties;
- maintain the products in satisfactory condition and keep them insured against all risks to their full replacement value, noting NLight's interest on the insurance policy;

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- not remove, deface or obscure any identifying mark, label or packaging on or relating to the products;
- not pledge, encumber or grant any security interest over the products, or allow any lien or charge to arise over them;
- notify NLight immediately if any third party attaches or seizes (or threatens to attach or seize) the products, or if any other circumstance arises that could jeopardise NLight's title.

4.9 The Customer may resell or use the products in the ordinary course of its business before title has passed, provided that the Customer remains in compliance with all its payment obligations to NLight. If the Customer resells the products, the Customer hereby assigns to NLight, by way of security, all claims and receivables arising from such resale, up to the amount owed to NLight. NLight accepts this assignment. The Customer shall, at NLight's first request, notify its buyer(s) of the assignment and provide NLight with all information and documentation necessary to collect the assigned receivables.

4.10 If the Customer fails to make any payment when due, or if any of the events in Clause 12 (Termination) occur, NLight's right to reclaim the products shall arise immediately. The Customer hereby grants NLight and its authorised agents the right to enter the Customer's premises, or any premises where the products are stored, to recover and repossess the products. The Customer shall cooperate fully and provide all reasonable assistance to enable NLight to exercise this right. This right of repossession (*recht van terugneming*) is in addition to, and without prejudice to, any other rights or remedies available to NLight.

4.11 If the products are commingled, processed or incorporated into other goods before title has passed, NLight shall acquire co-ownership of the resulting goods in the proportion that the invoice value of the NLight products bears to the total value of the resulting goods, in accordance with Article 5:14 of the Dutch Civil Code. The Customer shall hold such co-owned goods on behalf of NLight and the provisions of this Clause 4 shall apply to such co-owned goods accordingly.

5. Cancellation by Customer

5.1 Once an order has been accepted by NLight (per Clause 2.1), the Customer may only cancel the order with NLight's prior written consent.

5.2 If NLight consents to cancellation, the Customer shall be liable for all costs and expenses incurred by NLight up to the date of cancellation, including but not limited to the cost of materials purchased or committed, manufacturing costs, storage and handling costs, third-party charges and any other losses or liabilities arising from the cancellation.

5.3 Any deposit or advance payment made by the Customer in connection with a cancelled order shall be retained by NLight as a contribution toward NLight's costs and losses and shall not be refundable. If NLight's costs and losses exceed the deposit, the Customer shall pay the difference to NLight upon demand.

5.4 For bespoke, custom-manufactured or specially procured products, the Customer acknowledges that cancellation is not possible once production or procurement has commenced, and the full contract price shall remain payable.

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6. Storage of Goods

6.1 If the Customer fails to take delivery of the goods on the agreed delivery date, or if delivery is delayed due to the Customer's act or omission, or if payment is overdue, NLight may (following written notice to the Customer) transfer the goods to a secure storage facility.

6.2 Storage charges will apply at NLight's prevailing storage rates from the date of transfer into storage, as notified to the Customer in the written storage notice. All associated costs, including but not limited to handling, transport to storage and storage facility charges, shall be payable by the Customer.

6.3 **All goods held in storage shall be entirely at the Customer's risk.** The Customer shall be responsible for arranging and maintaining appropriate insurance cover for the goods during the storage period, at the Customer's sole expense. NLight shall not be liable for any loss of or damage to the goods during storage, howsoever caused.

6.4 Release of the goods from storage shall be subject to full settlement of all outstanding invoices, including any accrued interest, storage charges and associated costs.

6.5 If goods remain in storage for more than 90 calendar days, NLight reserves the right (upon giving 14 calendar days' written notice to the Customer) to sell or otherwise dispose of the goods and to apply the proceeds toward any amounts owed by the Customer to NLight. Any surplus shall be remitted to the Customer, and any shortfall shall remain payable by the Customer.

7. Inspection and Acceptance of Products

Inspection

7.1 The Customer shall inspect the products immediately upon delivery. If the Customer reasonably believes that the products are defective or do not conform to the agreed specification (by reason of damage, shortage, defect or other non-conformity), the Customer must give written notice to NLight within 5 business days of delivery. The notice must detail the nature and extent of the defect or non-conformity and be accompanied by photographs where practicable.

Acceptance

7.2 If the Customer fails to notify NLight of any issues within 5 business days of delivery, the products shall be deemed to have been accepted by the Customer. Once accepted (or deemed accepted), the Customer must pay all sums due under the contract and may not reject products for any reason not notified within the 5-day period, except where required by applicable law.

Late Claims

7.3 If a latent defect becomes apparent after delivery, the Customer must notify NLight in writing promptly after discovery and in any event within 20 business days of discovery. Beyond these periods, NLight may refuse to honour claims for defects or shortages.

7.4 In all cases, the Customer must take reasonable steps to mitigate any loss and must not use, install or sell any defective products that have been rejected.

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8. Warranty and Returns

Limited Warranty

8.1 NLight warrants that its new products will be free from defects in materials and workmanship and will meet NLight's published specifications for the warranty period stated in NLight's official warranty document. The Customer's exclusive remedy under this warranty is, at NLight's sole option, repair or replacement of the defective product or part. This is the sole warranty provided by NLight and is granted only to the original purchaser.

Conditions

8.2 The warranty is subject to proper storage, installation, use and maintenance of the products in accordance with NLight's instructions and guidelines. The warranty does not cover defects or damage caused by accident, misuse, neglect, power surges, corrosion, improper installation, modification by the Customer or any third party, or any use contrary to NLight's guidelines. It also excludes damage from force majeure events.

8.3 NLight shall not be liable for labour costs, removal or reinstallation of products or parts, nor for any damage to other equipment arising from removal or reinstallation.

Warranty Procedure

8.4 To make a warranty claim, the Customer must return the defective product (at the Customer's expense) to NLight's nominated premises with a written description of the defect and proof of purchase (including the original order number). NLight may require inspection of the product before authorising a return.

8.5 If NLight determines the product is defective and covered by warranty, NLight will repair or replace it and return it to the Customer (return shipping costs to be borne as stated in the warranty document). If NLight determines the product is not defective or that the defect is excluded from warranty, NLight may charge the Customer for all inspection, testing and return shipping costs.

Warranty Limitations

8.6 THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NLight expressly disclaims all other warranties, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. NLight's liability under this warranty is limited to repair or replacement of the product. NLight shall have no other liability for defect or failure of the product, and the warranty does not cover economic loss, consequential loss or damage caused by product failure.

Product Specifications and Tolerances

8.7 The Customer acknowledges that LED lighting products may exhibit minor variations in colour temperature, lumen output, beam angle and other characteristics within normal industry tolerances. Such variations shall not constitute a defect and shall not give rise to any claim under this warranty or otherwise.

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9. Intellectual Property

9.1 All intellectual property rights (including patents, trademarks, design rights, copyrights, know-how and trade secrets) in the products, software, firmware, drawings, technical specifications and any other materials supplied by NLight remain the exclusive property of NLight or its licensors. No rights or licences to such intellectual property are granted to the Customer except the limited, non-exclusive, non-transferable right to use the products in the Customer's business.

9.2 The Customer shall not copy, reverse-engineer, decompile, disassemble, modify or remove any trademark, trade name, logo, serial number or other proprietary marking on the products. The Customer shall not sublicense, rent, lease or otherwise transfer the products or any intellectual property rights to any third party without NLight's prior written consent.

9.3 The Customer warrants that any designs, materials or specifications it provides to NLight for incorporation into the products are owned by the Customer or that the Customer has obtained all necessary rights and licences. The Customer shall indemnify and hold NLight harmless against any claim, loss, damage, cost or expense arising from any allegation that such Customer-provided materials infringe a third party's intellectual property rights.

10. Confidentiality

10.1 Each party shall treat as confidential all non-public information received from the other party in connection with this contract. Confidential information includes business plans, technical data, pricing, product specifications, customer lists and other proprietary information.

10.2 A party may only use the other's confidential information to the extent necessary to perform its obligations under this contract. Confidential information may be disclosed to the party's employees, officers, professional advisers or subcontractors on a need-to-know basis, provided that those recipients are subject to confidentiality obligations no less stringent than this clause.

10.3 The confidentiality obligations do not apply to information that is (a) already lawfully known to the receiving party at the time of disclosure, (b) publicly available through no fault of the receiving party, (c) independently developed by the receiving party without reference to the disclosing party's confidential information, or (d) required to be disclosed by law, regulation, court order or government authority, provided that the receiving party gives the disclosing party prompt notice (where legally permissible) to enable it to seek a protective order.

10.4 Upon termination of the contract, or upon written request, the receiving party shall promptly return or destroy all of the disclosing party's confidential information and certify in writing that it has done so.

11. Data Protection

11.1 Each party shall comply with all applicable data protection laws, including (where applicable) the General Data Protection Regulation (EU) 2016/679 (GDPR), the UK Data Protection Act 2018 (incorporating the UK GDPR), and any equivalent legislation in the relevant jurisdiction.

11.2 The parties acknowledge that, in performing their obligations, they may process personal data relating to each other's representatives. Each party shall process such personal data only for the

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purposes of managing the contractual relationship (for example accounting, billing, logistics and dispute resolution).

11.3 Each party agrees that it is an independent data controller in respect of any personal data it processes under this contract. Each party shall ensure that its representatives are informed about the processing of their personal data and that such processing complies with data subject rights and other requirements of applicable data protection laws.

12. Termination

12.1 Without prejudice to any other rights or remedies, NLight may terminate any contract with the Customer immediately by written notice (and/or dissolve the contract pursuant to Article 6:265 of the Dutch Civil Code) if:

- the Customer commits a material breach of these Terms and (if such breach is remediable) fails to remedy it within 14 calendar days of receiving written notice requiring it to do so;
- the Customer fails to pay any amount due under the contract on the due date for payment and such failure continues for 14 calendar days after NLight has given written notice of the overdue payment;
- the Customer becomes insolvent, is declared bankrupt (*faillissement*), applies for or is granted a suspension of payments (*surseance van betaling*), enters into administration, receivership, liquidation, or any analogous proceedings in any jurisdiction, or makes any arrangement or composition with its creditors, or ceases or threatens to cease trading;
- the Customer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due;
- there is a change of control of the Customer and NLight reasonably considers that such change of control is detrimental to NLight's interests.

12.2 Upon termination, all outstanding invoices become immediately due and payable, and NLight may exercise its rights under the retention of title clause (Clause 4.7–4.11). Termination shall not affect any rights, obligations or liabilities that have accrued before the date of termination.

12.3 Clauses which by their nature are intended to survive termination (including but not limited to Clauses 4.7–4.11, 8, 9, 10, 13, and 19) shall continue in full force and effect after termination.

13. Limitation of Liability

Cap on Liability

13.1 To the fullest extent permitted by applicable law, NLight's total aggregate liability to the Customer for any and all claims arising out of or in connection with this contract (whether in contract, tort (including negligence), misrepresentation, under statute or otherwise) shall not exceed the total price paid by the Customer for the goods or services that give rise to the claim.

13.2 The Customer's sole remedy for breach of contract or warranty is repair or replacement of the non-conforming goods (or, where repair or replacement is not reasonably possible, refund of the purchase price paid for those goods).

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Exclusion of Indirect Loss

13.3 NLight shall not be liable for any indirect, special or consequential loss or damage of any kind, including (without limitation) loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss of contracts, loss of goodwill, loss of data, or wasted management time, whether or not such losses were foreseeable.

Horticultural and Agricultural Disclaimer

13.4 Without prejudice to the generality of Clauses 13.1 to 13.3, **NLight shall not be liable for any loss of, damage to, or reduction in the value, quality or yield of any crops, plants, seedlings, cuttings, flowers, livestock or other agricultural or horticultural produce**, whether arising from or in connection with:

- any alleged defect in, failure of, or underperformance of the products;
- any delay in the delivery, installation or commissioning of the products;
- any interruption in the operation of the products (whether due to power failure, maintenance, fault or otherwise);
- any variation in product specifications, light output, spectrum or performance within normal industry tolerances; or
- any other cause whatsoever, whether or not such loss or damage was foreseeable.

13.5 The Customer acknowledges that it is solely responsible for ensuring that adequate contingency measures, backup lighting systems, environmental controls and insurance are in place to protect against crop, plant or produce loss. NLight's products are supplied as components of the Customer's growing operation, and NLight does not warrant or guarantee any particular crop yield, growth rate, quality or outcome.

13.6 The Customer shall indemnify and hold NLight harmless against any third-party claim (including claims from the Customer's own clients, growers, tenants or end users) for loss of or damage to crops, plants or produce arising from or in connection with the products supplied by NLight.

Third-Party Claims

13.7 NLight shall not be liable for any third-party claims arising out of the Customer's use of the products, except as explicitly provided in this contract.

Exceptions

13.8 Nothing in this contract limits or excludes NLight's liability for (a) death or personal injury caused by NLight's wilful misconduct or gross negligence, (b) fraud or fraudulent misrepresentation, or (c) any other liability that cannot be lawfully excluded or limited under applicable law.

No Further Liability

13.9 Except as expressly provided in these Terms (including NLight's warranty), NLight disclaims all other liability, and the Customer agrees that no other remedy or compensation is available. The Customer acknowledges that the price of the products reflects these limitations of liability and that

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NLight would not have agreed to supply the products on the terms set out herein without these limitations.

14. Export Control and Sanctions

14.1 The Customer acknowledges that the products may be subject to export control laws and regulations, economic sanctions and trade restrictions imposed by the European Union, the Netherlands, the United Kingdom, the United States and/or other applicable jurisdictions.

14.2 The Customer shall comply with all applicable export control laws, sanctions and trade restrictions, and shall not export, re-export, transfer or otherwise dispose of the products (or any part thereof) in violation of any such laws or regulations.

14.3 NLight reserves the right to refuse, suspend or cancel any order where NLight reasonably believes that fulfilment of the order would breach or risk breaching any applicable export control laws, sanctions or trade restrictions. NLight shall not be liable for any loss, damage or delay arising from such refusal, suspension or cancellation.

14.4 The Customer shall indemnify NLight against any claim, penalty, fine, loss or expense arising from the Customer's breach of any applicable export control laws or sanctions.

15. Force Majeure

15.1 Neither party shall be liable for any delay or failure in performance of its obligations under this contract if that delay or failure is caused by events beyond its reasonable control ("**Force Majeure Event**").

15.2 Force Majeure Events include, without limitation: acts of God, war, armed conflict, terrorism, civil commotion, epidemic or pandemic, fire, flood, earthquake, storm, volcanic eruption, strike, industrial dispute, lockout, failure of power supplies or telecommunications, transport delays, shortage of materials, governmental actions, sanctions, embargoes, import or export restrictions, or any other event beyond the reasonable control of the affected party.

15.3 The affected party shall promptly notify the other party of any Force Majeure Event and use reasonable efforts to mitigate its impact. If the Force Majeure Event prevents performance for more than 90 calendar days, either party may terminate the contract by written notice to the other, and neither party shall be liable for such termination.

16. Insurance

16.1 From the point at which risk in the products passes to the Customer (in accordance with Clause 4.5), the Customer shall maintain adequate insurance against all risks, including loss, damage, theft and transit damage, for the full replacement value of the products.

16.2 The Customer shall, upon NLight's request, provide evidence of such insurance cover.

17. Set-Off

17.1 The Customer shall pay all amounts due under this contract in full without any set-off, counterclaim, deduction or withholding (except as required by law).

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17.2 NLight may at any time set off any amount owed by the Customer to NLight against any amount owed by NLight to the Customer, whether under this contract or otherwise.

18. Miscellaneous

- **Variation:** No amendment, supplement or variation of these Terms shall be effective unless made in writing and signed by authorised representatives of both parties.
- **Waiver:** No failure or delay by either party in exercising any right under this contract will operate as a waiver of that right. Any waiver must be in writing and signed by the waiving party.
- **Severance:** If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision that achieves, to the extent possible, the original commercial intent.
- **No Third-Party Rights:** Nothing in this contract is intended to confer any benefit on any person who is not a party. No third party shall have any right to enforce any term of this contract.
- **Assignment:** The Customer shall not assign, transfer, sub-contract or delegate any of its rights or obligations under this contract without NLight's prior written consent. NLight may assign or transfer its rights and obligations (including the right to receive payment) to any third party or affiliated company without the Customer's consent.
- **Entire Agreement:** These Terms, together with the applicable quotation and order confirmation, constitute the entire agreement between the parties and supersede all prior negotiations, representations, understandings and agreements relating to their subject matter.
- **Notices:** Any notice under this contract must be in writing and sent by email (with confirmed receipt), registered post, or courier to the address of the other party as set out in the order confirmation (or such other address as may be notified in writing from time to time). Notices are deemed received on the date of confirmed email delivery, or 3 business days after posting by registered post.
- **Language:** These Terms are drafted in the English language. In the event of any conflict between the English version and any translation, the English version shall prevail.

19. Governing Law and Jurisdiction

19.1 These Terms and any disputes arising out of or in connection with them (including non-contractual disputes) shall be governed by and construed in accordance with the laws of the Netherlands.

19.2 Any dispute arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the competent court in The Hague, the Netherlands, unless NLight elects, at its sole discretion, to bring proceedings in the courts of the Customer's country of domicile or in any other court of competent jurisdiction.

19.3 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall **not** apply to these Terms or to any contract governed by these Terms, and its application is hereby expressly excluded.

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END OF TERMS AND CONDITIONS

These Terms and Conditions are effective as of 1 January 2026 and supersede all previous versions.

NLight B.V.

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