



### GENERAL TERMS AND CONDITIONS OF SALE

#### Article 1 – Application

These general terms and conditions shall apply to any and all agreements concluded with Projection.eu as well as to any and all orders transmitted to it, irrespective of their nature or purpose, unless Projection.eu has expressly notified other terms and conditions to the customer in writing. If particular terms and conditions are notified for a specific aspect of a contract, offer or order, the general terms and conditions shall nonetheless remain applicable for the rest.

In placing an order, in accepting an offer or in concluding an agreement with Projection.eu, the customer shall accept, without reservation, these general terms and conditions and/or any particular terms and conditions notified. A customer shall be any natural or legal person who places an order, accepts an offer or concludes an agreement with Projection.eu.

#### Article 2 – Offers and orders

Projection.eu shall be bound by its offers only if an order is placed for them in writing, by fax or e-mail, during their period of validity. Any order placed by the customer shall be subsequently confirmed by Projection.eu in writing.

Once the order has been placed by the customer, the latter shall be required to meet his commitments. Nevertheless, in the event of an express request to cancel the order by the customer, even for reasons of force majeure, the company reserves the right to approve or to reject said request. If the cancellation is accepted, the customer shall be required to pay damages amounting to 15% of the total value of the order. In case of dispute, the cancellation or the forced performance of the sale shall be decided by the competent court.

Projection.eu reserves the right to cancel or to refuse any order from a customer with whom there is a dispute about payment of a previous order.

#### Article 3 – Prices

Prices for products, quoted in euros, shall be exclusive of tax, duties or other charges. Any and all orders irrespective of their origin, shall be payable in euros. Projection.eu reserves the right to change its prices at all times. Nevertheless, the products shall be invoiced at the rates in force at the time that the order is received.

#### Article 4 – Payment

Orders shall be invoiced at the address indicated on the order form. Invoices shall be payable in cash, without discount, and without any possibility of offset or reduction. An invoice shall be considered to be paid from the time that the funds have been credited on the bank account of Projection.eu. Invoices shall be payable in cash unless otherwise stated. Complaints about the drawing up or calculation of invoices shall, on pain of

avoidance, be lodged by registered letter with acknowledgement of receipt, within 15 days of the date of invoice.

Invoices not paid when due shall, as of right and without notice, accrue interest at a rate of 1.5% per commenced month, and shall be increased by 15% of the remaining amount due, with a minimum of €25 (twenty-five euros), without prejudice to any procedural indemnities, nor the possibility, for Projection.eu, to claim higher compensation if it can provide proof of greater prejudice.

Default of payment shall entail the recovery of the goods, to be returned in their original packaging. Default of payment of a single invoice shall moreover entail that all other invoices issued to the customer become payable.

Projection.eu reserves the right to grant or not to grant payment facilities to a customer. The granting of such facilities shall at no time constitute an acquired right for the customer. If such facilities have been granted, the outstanding balance shall in any event become payable immediately if a single partial payment is not made when due.

Projection.eu may allocate any and all payments received to an older unpaid invoice, even if said payment has been made expressly by the customer for another invoice.

All the invoices sent to the customer shall become payable in the event of bankruptcy, request for judicial reorganisation, suspension of payment, even if not established by a judgement, and any state whatsoever that could involve the customer's insolvency.

#### Article 5 – Delivery, delivery period and charges

Projection.eu reserves the right to choose the mode of delivery and the carrier. Orders shall be delivered to the delivery address indicated on the order form.

Orders may be carried out in one or more deliveries, if necessary, and according to the choice of Projection.eu. The delivery period – two weeks, depending on stock availability, and barring postal or other delivery problems – is provided for information only. The exceeding of the delivery period may not lead to claims for damages, the breach or suspension of the contract, or the non-payment of invoices due. The products shall be delivered carriage paid at a single address as of €1500 (one thousand five hundred euros) for Belgium, €2500 (two thousand five hundred euros) for the Netherlands, the Grand Duchy of Luxembourg and France. The transportation of long parts may be subject to extra cost.

Intra-EU deliveries shall be exempted from VAT, provided that Projection.eu is in possession of the VAT number. Customs duties (countries outside Schengen and Switzerland) shall be borne by the customer.

#### Article 6 – Delivery and transfer of risks

Even if the shipment of goods is insured by us, the products travel at the risk of the customer. It is up to the latter to verify the goods upon arrival, irrespective of the

place of delivery, and to report any and all problems on the delivery order. Any and all complaints about damaged goods must be lodged with Projection.eu by registered letter with acknowledgement of receipt within 3 days as of the date of delivery; otherwise, they will be ignored.

#### Article 7 – Product warranty

Projection.eu guarantees its products as follows:

- 5-year warranty on LED COB modules and their drivers, and LED strips
- 4-year warranty on batteries
- 2-year warranty on LED Retrofit lamps & LED strip drivers

The warranty period starts on the date of the delivery note.

The warranty does not cover defects due to non-compliance with the instructions for installation, maintenance and use or with the applicable standards, a cause not related to the product, abnormal use or modification or intervention by the customer or a third party, without the prior, written consent of Projection.eu.

To qualify for the warranty, when applicable, the customer must:

- Inform Projection.eu in writing about any defects that he attributes to the product within 3 days of their detection and provide a detailed description thereof.
- Refrain from carrying out or having repairs or replacement carried out, without the prior consent of Projection.eu.

Return, at the request of Projection.eu, the product replaced under warranty, in its original packaging.

In the event of an unjustified call of warranty, Projection.eu reserves the option of invoicing the expenses incurred to the customer. The replacement products provided under this warranty are themselves guaranteed for the remaining term of the initial warranty.

#### Article 8 – Reservation of ownership clause

Projection.eu reserves the full ownership of products sold until their price has been paid in full. Default of payment shall entail the recovery of the goods, to be returned in their original packaging.

#### Article 9 – Draft

Presentation, collection and protest expenses shall be borne by the customer. If a draft of payment by the customer is protested, all the outstanding invoices shall become payable immediately, notwithstanding any drafts payable subsequently. The provisions of article 4 relating to late payment shall apply.

#### Article 10 – Force majeure

The occurrence of a case of force majeure or an act of God shall entail the suspension of the fulfilment of the obligations of Projection.eu. If the case of force majeure should extend for 3 consecutive months, Projection.eu shall have the right to cancel all or part of the order without any obligation to the customer.

#### Article 11 – Intellectual property

Projection.eu reserves all intellectual property rights on its products, projects, studies and documents of any and all nature. In case of relevant communication, irrespective of the medium thereof, these elements must be returned to it upon request. The technology and expertise, patented or otherwise, as well as all intellectual property rights relating to the products, including their forms or images, shall remain the full and entire property of Projection.eu or the holders of rights, without prejudice to the application of rules relating to trading practices and unfair competition.

#### Article 12 – Confidentiality

The customer recognises that all technical, commercial and financial data communicated are of a confidential nature and must not be disclosed to third parties.

#### Article 13 – Other provisions

The customer shall under no circumstances be authorised to transfer his rights and obligations arising out of the order without the prior, written consent of Projection.eu. Any avoidance or non-application of a clause of the general terms and conditions shall not affect the validity or application of the other provisions.

The fact that Projection.eu does not avail itself of a right vested in it under the general terms and conditions, occasionally or recurrently and continuously, shall not entail any waiver of said right in the future. The commitments undertaken by the parties shall apply to them as well as to third parties acting on their behalf or whom they replace in the performance of their obligations.

#### Article 14 – Applicable law, disputes

The relations between Projection.eu and the customer shall be governed by Belgian law. The Brussels courts (Uccle Justice of the Peace) shall be competent to settle any and all disputes irrespective of their nature or cause.

