

General Sales Terms and Warranty Conditions

- 1. Basis of sale.** The following terms are applicable to all sales and rentals by Viavisual B.V. in Duiven (Seller), which will govern the Agreement to the exclusion of any other terms subject to which any Seller's quotation is purported to be accepted or any terms on which an order is made or purported to be made by Buyer. Any variation to these terms must be in writing and signed by Seller. No order submitted by Buyer shall be deemed to be accepted by Seller unless and until confirmed in writing by Seller. All agreements shall be governed by and construed under laws of The Netherlands and Buyer accepts the exclusive jurisdiction of its courts. Court of jurisdiction is the headquarters of the company Viavisual B.V. This Agreements shall be deemed accepted in and shall be governed by the laws of The Netherlands as if made and to be performed entirely within The Netherlands. UN commercial law is expressly excluded from this agreement.

Any offer made by Seller are without any obligation. Offers signed for agreement by Buyer are binding. This also applies to written or electronical order confirmations. References to buyers purchase terms (conditions) are void even if included in customers order confirmation.

- 2. Prices.** If there is no agreement on specific prices, the prices from the standard price list are applicable. These are net prices, excluding value added tax. The prices stated in any agreement do not include transportation, installation, insurance or any sales, use, excise or other taxes, duties, fees or assessments imposed by any jurisdiction. All applicable taxes will be paid by Buyer, unless Buyer provides Seller with appropriate tax exemption certificates. Any taxes at any time paid by Seller which are to be paid by Buyer hereunder shall be invoiced to Buyer and reimbursed to Seller. All prices and other terms are subject to correction for typographical or clerical errors.
- 3. Terms of payment.** Buyer shall pay for products in cash upon delivery, unless an earlier or later time for payment is specified in any Agreement (in which case payment shall be due at the time so specified). Each shipment shall be considered a separate and independent transaction and payment for each shipment shall be due accordingly. Seller may require payment of a deposit on acceptance of an order. Any such deposit shall be non-refundable.

Unless otherwise specified in any Agreement or agreed to in writing by Seller, payment for services or rentals will be invoiced monthly, or, if applicable, upon completion of the work. Payment of such invoices is due within thirty (30) days from the invoice date.

Amounts not paid when due shall be subject to interest at the rate of one and one half percent (1.5 %) per month or, if less, the maximum rate permitted by law.

In the event of the bankruptcy or insolvency of Buyer, or the filing of any proceeding by or against Buyer under any bankruptcy, insolvency or receivership law, or in the event Buyer makes an assignment for the benefit of creditors, Seller may, at its election and without prejudice to any other right or remedy, exercise all rights and remedies granted Seller in Section 7 as in the case of a default by Buyer under any Agreement.

In the event of default in payment of the purchase price or any part thereof, Buyer agrees to pay Seller's expenses, including reasonable attorney's fees and expenses, incurred by Seller in enforcing payment thereof, including all expenses incurred in connection with any arbitration or judicial proceeding.

- 4. Delivery, title and risk of loss.** Products shall be shipped F.O.B. from Seller's manufacturing facilities to any location designated by Buyer when delivered to the transportation company at the shipping point. Unless otherwise agreed in writing by Seller, all transportation charges and expenses shall be paid by Buyer, including for example customs fees, taxes, the cost of any insurance against loss or damage in transit which Seller may obtain. Seller reserves the right to ship products freight collect. Buyer shall designate the shipping location upon confirmation by Seller of availability of products for shipment. If Buyer has failed to do so and/or refused to take delivery of products within three (3) months of such notification by Seller, such failure and/or refusal shall be a wrongful termination by Buyer of this Agreement and Seller shall be entitled to forfeit any deposit paid by Buyer and sell the products to a third party, in addition to its other rights and remedies.

Seller hereby reserves, and Buyer hereby grants to Seller, a purchase money security interest in all products purchased under this Agreement, together with all proceeds thereof, including insurance proceeds. Such security interest secures all of Buyer's obligations arising under this Agreement, and any other agreements between Buyer and Seller, until all amounts due Seller hereunder have been paid in full. Buyer agrees upon Seller's request to sign appropriate financing statements evidencing Seller's security interest. Buyer shall not be entitled to pledge or in any way charge by way of security any of the products until property and title in such products has passed to Seller and if Buyer does so (without limiting any other rights or remedies of Seller), all monies owing to Seller by Buyer shall forthwith become due and payable. It is expressly excluded to discount charges for alleged losses of previous or other purchases against new purchase orders.

Subject to the security interest reserved to Seller, risk of loss and/or damage to products shall pass to Buyer upon delivery of the products to the transportation company at the shipping point. Confiscation or destruction of or damage to products shall not release, reduce or in any way affect the liability of the Buyer. In the event Buyer rejects or revokes acceptance of any products for any reason, all risk of loss and/or damage to such products shall nonetheless remain with Buyer unless and until the same are returned at Buyer's expense to such place as Seller may designate in writing.

Notwithstanding delivery and the passing of risk in the products, or any other provision of this Agreement, title and property in the products, shall not pass to Buyer until Seller has received payment in full of the price of the products. Until such time as title and property in the products passes to Buyer, Buyer shall hold the products as Seller's fiduciary agent and bailiff and keep them separate

from those of Buyer and third parties. Until such time as title and property in the products has passed to Buyer, Seller may require Buyer to deliver up the products to Seller and, if Buyer fails to do so forthwith, enter on any premises of Buyer or any third party where the products are stored and repossess the products.

All products must be inspected upon receipt and claims filed by Buyer with the transportation company when there is evidence of shipping damage, either concealed or external. If the products are not inspected, or not reported defective to Viavisual within 48 hours. Buyer takes full responsibility thereof. Buyer is always liable for damages that have occurred to Viavisual property during rental events. Hence our strong recommendation to insure ALL rented products as soon as the products leave the Viavisual premises, wherever that may be.

The Buyer shall at its own expense in connection with the planned deployment of the rented items, in a timely manner obtain any necessary public approvals. If the installation is carried out by Seller, the buyer will show on request the necessary permits, before starting work. Neglect, delay or failure to obtain such permits do not release Buyer from its obligations against Seller.

5. **Performance.** Seller will make a reasonable effort to observe the dates specified in any Agreement or such later dates as may be agreed to by Buyer for delivery or other performance, but Seller shall not be liable for any delay in delivery or failure to perform due to acceptance of prior orders, strike, insolvency of third parties, lockout, riot, war, fire, act of God, accident, delays caused by any subcontractor or supplier or by Buyer, technical difficulties, failure or breakdown of machinery or components necessary to order completion, inability to obtain or substantial rises in the price of labor or materials or manufacturing facilities, curtailment of or failure to obtain sufficient electrical or other energy supplies, or compliance with any law, regulation, order or direction, whether valid or invalid, of any governmental authority or instrumentality thereof, or due to any circumstances or any causes beyond its control, whether similar or dissimilar to the foregoing and whether or not foreseen.
6. **Acceptance.** All products delivered hereunder shall be deemed accepted by Buyer as conforming to this Agreement, and Buyer shall have no right to revoke any acceptance, unless written notice of the claimed nonconformity is received by Seller with twenty (20) days of delivery thereof. Notwithstanding the foregoing, any use of a product by Buyer, its agents, employees, contractors or licensees, for any purpose, after delivery thereof, shall constitute acceptance of that product by Buyer.
7. **Default and termination.** Buyer may terminate this Agreement if Seller materially defaults in the performance of its obligations hereunder and fails to cure such default within sixty (60) days after written notice thereof from Buyer. Such termination shall be Buyer's sole remedy in the event of default by Seller. A default in performance by Seller is considered a defect in the material that will either: (1) cause the screen to stop working completely, (2) show a distortion on the screen making at least 25% of the LED screen surface completely unrecognizable, (3) make the system so unstable or unreliable that it is impossible to operate the screen longer than one hour without a fault to occur (fault being defined as the smallest item (either module / receiver card / sender card /PSU)) to fail or (4) make the screen a danger to the public or operator to handle or use.

Buyer shall be deemed in material default under this Agreement if Buyer fails to pay any amounts when due hereunder or cancels this Agreement prior to delivery or otherwise fails to perform its obligations hereunder or fails to pay Seller any sums due under any other agreement or otherwise. In the event of a material default by Buyer, Seller may, upon written notice to Buyer (1) terminate this Agreement, (2) declare all sums owing to Seller due and payable and/or (3) recall products in transit, without the necessity of any other proceedings. Exercise of any of the foregoing remedies by Seller shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to Seller under the Uniform Commercial Code or other laws.

Premature termination of any rental contract is ruled out. Upon termination before the start of the rental term by Buyer, the Buyer will pay the following fine to seller: 25% of the gross rental amount upon termination 30 days before the effective date, 50% of the gross rental amount upon termination 10 days before the effective date and 80% of the gross rental amount upon termination 3 or less days before the effective date. After effective date starts, payment in full is due.

8. **Warranty**

Unless otherwise specified in any Agreement or agreed to in writing by Seller, Seller hereby warrants that any products supplied by Seller or any of its affiliates which are sold or rented to the Buyer by Seller or its authorized resellers ("Products") will be free from original defects in workmanship and materials and will meet all of such Products' published specifications 12 months from the date of shipment of such Product to the Buyer, subject to the Limitations and Exclusions stated here in below and provided that such Products have been transported, stored, handled, installed, used and maintained in compliance with Seller's specifications / instructions and have not been subjected to misuse, neglect, abuse, accident, poor maintenance, acts of nature, uses in applications for which the equipment was not designed, use of replacement parts not supplied by Seller or non- Seller authorized alterations, modifications, and/or repairs.

The Buyer is responsible for the application of safety guidelines, according to the accident prevention regulations (UVV) and the guidelines of the Association of German Electrical Engineers (VDE) The Buyer will arrange trouble-free power supply for the use of the items, in accordance to product specification. The Buyer is liable for failures and damages of the items as a result of power failure, incorrect power supplied, power interruptions or power variations. The Buyer is liable for loss and damage up to the amount of the replacement value of the items.

The Buyer is responsible for insurance of the items against theft, destruction, damage and accidental destruction for such sums as the original contract value. Buyer is responsible for risk of underinsurance.

Seller's sole obligation will be limited to repair or replace, at Seller's option, of any Products or any part thereof (parts only and labor not included), which, upon Seller's receipt and examination proves to have been defective within the specified warranty period. In the

event Seller determines a product is not repairable or a replacement of the same Product is not available within the warranty period, Seller will replace it with a non-defective product of substantially similar specification. Buyer agrees that replacement goods explicitly cannot meet batch to batch conformity.

Any claim under this Warranty must be filed within the warranty period. Any old parts of the Products (that are replaced with new parts under this Warranty) become the property of Seller. All new parts replacing the old parts under this Warranty are considered part of the original Products and any warranty on the new parts shall expire concurrently with the warranty of the original purchase. To claim under the warranty, Buyer must return at their expense and within the warranty period, the defective Product or any part thereof to Seller's Duiven office, at Seller's option. Buyer is not entitled to hold back defective goods.

Seller is not responsible for damage resulting from shipping, improper installation, modifications against original design, power surges, floods, lightning, earthquakes, storms or other natural disasters.

This Warranty does not cover products that have been exposed to toxic, or nuclear environment, or where operation temperature or humidity levels are beyond Seller's operating temperature or humidity specification, or used in highly caustic or corrosive environments. Such environments may include, but are not limited to, seashore and marine application, highly watered or fertilized environments. While many of Seller products can be safely applied in these locations, their useful life, including the painted surfaces and those internal parts, may be reduced due to the conditions found in these harsh environments. Seller cannot warrant our products against these severe conditions. Due to the unsuitability of many cleaning agents any damage caused by the use of unsuitable cleaning agents are specifically excluded from the terms of this Warranty.

This Warranty does not extend to and the Buyer shall be responsible for costs incurred for labor, removal or reinstallation of the Products and the replacement parts, or to damage to equipment, accessories or components caused by such removal or reinstallation, unless these services are specifically included in the agreement between Buyer and Seller.

Important Limitations:

Seller, at its discretion, may use new, refurbished, or reconditioned replacement parts to perform any warranty repair of its Products. Buyer forfeits on batch to batch conformity when defective goods are being replaced.

The Buyer acknowledges and agrees that the provisions of this Warranty constitute the sole and exclusive remedy available to it with regard to defective Products. The Buyer accepts that no further warranties other than those expressly stated herein are implied. Laws from time to time in force in the relevant market may imply warranties which cannot be excluded or which can only be excluded to a limited extent, in which case, Seller limits its liability to the extent permitted by law. If Seller cannot exclude any warranty implied by the relevant law, this Warranty shall be read and construed subject to such statutory provisions. Any replacement will not extend the period within which this Warranty can be asserted. The warranty in this Warranty may be asserted by the Buyer only and not by the Buyer's customers, end users or other third persons.

Neither oral statements made by Seller's agents or employees; nor any verbal arrangement; nor any advertising material or statement in any brochure, catalog, website, or other material furnished by Seller or on its behalf, nor any term or condition or any purchase order submitted by Buyer; nor any other oral or written term or statement not contained herein shall constitute a warranty, and shall be relied upon by Buyer as part of the warranty agreement, or become a part of the contract for sale evidenced hereby. The entire agreement of the parties is embodied in this document, which constitutes the final expression of the parties' agreement and is a full, complete and exclusive statement of the terms of this agreement.

Returns & Repairs:

Products claimed defective or non-conforming must be returned to Seller's Office at the Buyer's expense with a statement identifying the reason for the return. Products under warranty will be repaired or replaced by Seller without any charge for parts (parts only and labor not included). More specifically:

- Provided the Products are used within Seller's specification, Seller will repair or replace failed parts (parts only, on site labor is not included).
- For Intelligent Module (IM), Seller will repair or replace failed LED at Seller's discretion. Seller defines LED failure when the LED will no longer emit light. IM repair or replacement will be performed at the Viavisual Repair Center in Duiven (The Netherlands) or any of the Seller's designated facilities. The Buyer agrees to the visibility of a repaired LED.
This agreement will NOT cover LED degradation as all LED will degrade to the point of zero emission even though the LEDs will still be operating. For second-hand LEDs, this agreement does not cover a LED failure of more than 0.005%.
- For other parts, Seller defines failure as a malfunction of the equipment that causes the failure of an area of screen display greater or equivalent excluding normal wear and tear.
- The total costs for all accumulated repairs can in no way exceed the amount of 5% of the original purchase price.

Seller offers a warranty for repaired / replaced parts for the same type of failure for six (6) months or the extent of the remaining warranty, whatever term is shorter. Seller may levy service charges in handling Products which are returned to Seller but are found in good working order or damaged by the Buyer or requiring adjustment due to incorrect usage.

Before the Products are returned, Seller may at its discretion and option demand an upfront service fee and/or assign an authorized representative to attend the Buyer's office at the Buyer's expense for an inspection of the Products claimed defective and to determine if it is in good operating condition. To make the Products eligible for this Warranty, and request for repair / replacement shall be done by submitting a "Return Material Authorization (RMA)" form to Seller by email (RMA@viavisual.nl) by the expiry of the warranty period

on a time and material basis. Any Products claimed defective and not returned to Seller within the specified time limit (60 days) should be submitted in writing for approval by Seller on the warranty will be treated as expired. The number of service requests may in no case exceed the number of 10 per annum.

The Buyer will not return the Products to Seller for warranty repair without first obtaining a RMA number from Seller. The RMA form may be obtained from Seller and must be completed in full prior to the request for an RMA number. The RMA form must be sent by email to Seller by the expiry of the warranty period in order for the Products to be eligible for this Warranty. The approved RMA bearing the RMA number will be returned to the Buyer by email and a copy must be included in the shipment of Product to Seller. The RMA number must be clearly marked on the shipping documents and packing list.

Seller will notify the Buyer if such Products are not subject to warranty repair and, unless disposition instructions as to such Products are received from the Buyer within five days of such notification, such Products will be returned to the Buyer with freight, packing, insurance and other charges at the Buyer's expense. Products or parts repair will be performed only at Seller's factory or other approved facilities by Seller. On site repair, rework and technical service requested is not included within this Warranty.

Batch to batch matching:

Batch to batch uniformity is a common issue to the LED screen industry. Seller, being no exception, CANNOT guarantee batch to batch uniformity, especially with repairs/replacement of parts.

LEDs are sensitive to temperature variation. Buyer / installer for any signage has the responsibility to take care of thermal or humidity management for Products. Any parts that are taken out from panels and installed into other casing will NOT be treated as Seller original manufactured product and this Warranty will be void. Failure proved to be lack of maintenance on the Buyer's or its agents or its end-user's part will NOT be covered by this Warranty.

Interim screen re-calibration:

This Warranty does not include re-calibration of the screens before and after delivery but Seller and the Buyer may agree to re-calibrate the screens, when different production batches are put together to fit special needs on site for achieving compatibility, at separate charges.

Software application:

Seller owns all software contained in products and/or supplied for use with Products. Seller hereby grants to Buyer a non-exclusive, non-transferable, personal right to use the software prior to a written request and/or approval by Seller. This right is meant to limit the use of Seller's software by the Buyer and only within the Buyer's wholly owned facility. The software cannot be used under any circumstances or arrangement by or on behalf of any third part in any facility.

Buyer's Obligations:

All sales and other agreements between the Buyer and its customers, end users or other third parties are the exclusive responsibility of the Buyer and any commitments made by the Buyer to such customers, end users and other third parties with respect to the delivery, performance, suitability, warranty or other matters relating to the Products are the Buyer's sole responsibility except as may be expressly set forth in this Warranty.

To qualify for this Warranty the Buyer must be the original purchaser of the Products. The Products must be purchased from Seller or its authorized resellers. This Warranty is not transferable and proof of original purchase may be required. This Warranty begins on date of shipment. The Products must be used in accordance with Seller's specification.

No Other Warranties:

To the maximum extent allowed by applicable laws, all other warranties, whether implied or statutory, and all obligations and representations as to performance, quality or absence of hidden defects, including all warranties which might arise from course of dealing or custom or usage of trade and including all implied warranties of merchantability or fitness for a particular purpose, are hereby expressly excluded and disclaimed by Seller. Seller does not warrant that the functions contained in the Seller Products will meet the Buyer's requirements or that the operation of the Products will be uninterrupted or error free.

9. **Limitation of liability and claims.** Seller's aggregate liability in damages or otherwise shall in no event exceed 5% of the amount, if any, received by seller hereunder. In no event shall seller be liable for incidental, consequential or special loss or damages of any kind, however caused, or any punitive, exemplary or other damages. Except to the extent that the same may not be excluded by law. No action, regardless of form, arising out of or in any way connected with this agreement or products or services furnished by seller may be brought by buyer more than six months after the cause of action accrued.

The Seller shall be liable for culpable injury to life, body and health, as well as other damages, which are based on at least grossly negligent breach of duty by Seller. This applies equally to agents of Seller to fulfill its contractual obligations. Moreover, warranty claims of the Buyer are excluded, as far as this is legally permissible. Non-contractual claims for damages of the Buyer are excluded. Excluded from the above exclusion of liability is the liability of Seller for culpable injury to life, body and health, as well as other damages, which are based on at least grossly negligent breach of duty by Seller. This also applies to agents of Seller.

10. **Entire agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, proposals, agreements and understandings, whether oral or written, relating to the products to be purchased hereunder or otherwise relating to the subject matter of this Agreement. Any representation, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller.
11. **Assignment.** Buyer shall not assign or transfer any rights or claim under this Agreement without the prior written consent of Seller, and any purported assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.
12. **General.** If the products purchased from the Seller are to be used in the performance of a government contract or subcontract, no government requirements or regulations shall be binding upon Seller unless specifically agreed to by Seller in writing.

No modification, amendment, rescission, waiver or other change in this Agreement shall be binding on Seller unless agreed to in writing by Seller's authorized representatives.

The validity or unenforceability, in whole or in part, of any provision herein shall not affect the validity or enforceability of any other provision herein. Failure or delay on the part of either party to exercise any right, power, privilege or remedy herein shall not constitute a waiver thereof.

The section headings contained herein are for convenience of reference only and not to be used in the construction or interpretation of this Agreement.