

1. PRELIMINARY PROVISIONS:

Colasse SA is a Liège company which designs, manufactures and distributes visual display units and LED lighting equipment for domestic, commercial, industrial and horticultural applications.

- Head office: Rue des 4 Sentiers 5, 4431 Loncin, Belgium
- Operations office: Rue Puits Marie 79, 4100 Seraing
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- T: +32.4225.2589, F: +32.4.365.1376, E: info@colasse.be

The contracts signed with Colasse SA are in French language.

The sale contracts can be signed via Internet. In this case:

- The member who wants to place order constitutes beforehand a basket of orders.
- The basket is available at any moment on the site.
- The member can add or withdraw articles from his basket.
- To avoid errors, it can make only one basket at the same time, remove it or validate it.
- To avoid errors, it can change only the quantity, the remainder is automatically calculated.
- Before validating it, a summary of the sum to be paid with various information of VAT and transport are displayed if necessary.
- Before validating it, a last check is carried out on the ordered quantities (in relation to stock on line)
- He can empty the basket (cancel the order) or validate it (he is redirected towards the payment system).
- E-mail summary of the order with all the details is sent to him directly after payment.
- The customer will have a menu to see his placed orders (history).

Rem: these latter requirements are not obligatory when the contracts are exclusively signed by means of an exchange of e-mails (to be seen in the particular case).

2. FIELDS OF APPLICATION

2.1. The present conditions always prevail over the possible general conditions of the customer, unless Colasse SA has, at the time of acceptance of the order, accepted in writing and expressly the application of all or parts of the conditions of the customer. It can moreover be derogated from the present conditions by special conditions being subject to a written agreement between the parties. The present conditions thus remain applicable for all that is not regulated by the aforementioned special conditions. Because of the order placed with Colasse SA, by the confirmation voucher, the buyer is aware of these general conditions and accepts its application to the exclusion of all others, including his. The present conditions, although appearing on the written documents of Colasse SA, are also accessible on the website of Colasse SA and can be communicated electronically; whatever the form of media used (written or digital), they are known by the buyer and thus opposable, because they are accessible to the buyer who can read it.

2.2. "Consumer customer" is: any individual entity who acts for purposes which do not enter within the framework of its marketing, industrial, traditional or liberal activity.

3. FORMATION OF THE CONTRACT

The contract can be said to be validly formed only:

- a) if a written offer of Colasse SA is accepted without reservation by the recipient of the offer or
- b) if Colasse SA accepts without reservation and in writing or by any durable medium an order made by the customer with it.

Any addition, deletion or modification to the offer or to the request constitutes a counter-offer and suspends the formation of the contract until its express acceptance by the other party. It is otherwise only if the offer or the order expressly stipulates that on one or the other point, pure and simple acceptance by the other party is not a contract forming condition. The offers of Colasse SA are valid for one month from their sending to their recipient, unless for express contrary stipulation. Colasse SA is bound only by the offers, acceptances or agreements in writing signed by one of the managers of the Company, either under the terms of the bylaws of Colasse SA, or under the terms of a power of attorney. It cannot be supplemented with regard to Colasse SA in the absence of such a writing by testimonies or presumptions, even if there was a beginning of documentary evidence as per article 1347 of the Civil Code or an impossibility of pre constitution of documentary evidence as per article 1348 of the same code. The system of free evidence can on the other hand be called upon by Colasse SA with regard to its customers.

4. PRICE:

The prices are net and excluding VAT. Unless for express special condition, all the transport and packing costs must be borne by the customer.

The prices are net departures from our workshops and without rebate. The buyer pays the VAT. The price offers or price discounts are based on the values currently in force of the wages and materials, and on the day of the consultation of the site or for the period mentioned in the offer or brochure. If those undergo modifications, the seller reserves to adapt his prices in proportion. The company cannot be held responsible for the errors contained in its offers, except in the event of fraud or of major fault.

5. PAYMENT TERMS

The buyer is responsible for possible expenses caused by the payments.

a. In the event of sale in the establishments of the company

All the invoices are payable in cash, to the head office of the company, during the delivery unless for contrary express stipulation. A down payment of 30% of the price is automatically requested from each order, unless for a contrary agreement.

Any unpaid invoice on the due date will be raised by a percentage of 15% as fixed compensation, without prejudice to damage really undergone and without however this sum being lower than 40 €.

a. In the event of sale of the website of the company

1. To a customer-consumer

- Immediate Payment to the order of the totality of the price by transfer or credit card;

The customer-consumer does not have to pay expenses higher than the real costs which the company bears effectively for the use of a means of payment.

2. To a customer-professional

The customer-professional must immediately pay to the order the totality of the price by transfer or credit card.

Moreover, Colasse SA reserves the right to suspend the deliveries of software or the services in progress in the event of delay of payment.

6. DELIVERY:

The products presented on the site or in the brochures are offered within the limit of stocks available. Colasse SA implements everything to take care that the articles are available quickly. Except with regard to the customer-consumers, the delivery periods are always mentioned for information and without any guarantee. In the event of delay of delivery, Colasse SA will implement everything to limit this delay or will offer alternative solutions to the buyer in the event of delay of delivery exceeding 30 calendar days.

a. In the event of sale in the establishments of the company

The good will be delivered only after cash payment of the price by the buyer.

a. In the event of sale of the website of the company

1. To a customer-consumer

When the customer-consumer has chosen an immediate payment to the order of the totality of the price by transfer or credit card, delivery will be done as of receipt of the price. For the other cases aimed in article 5 B 1, delivery will be done when the order is placed.

In the event of failure of the company in its obligation of delivery of the good at the time agreed with the consumer or, failing this, in the 30 days of the contract signature, the consumer requests it to do the delivery within an additional time adapted to the circumstances. If the company did not carry out the delivery within the aforementioned additional time, the consumer has the right to put an end to the contract and will be entitled to claim from Colasse SA a compensation equivalent to 15% of the selling price.

2. To a customer-professional:

The good will be delivered to the customer-professional only after payment of the totality of the price.

When the delivery period is imperative, according to the possible special conditions indicated above, the time is considered as respected:

1.) for a supply which does not lead to a commissioning: if the supply left our offices within the time,

2.) for a supply or a service which leads to a commissioning: if the commissioning takes place within the time.

Any event of force majeure, as well as circumstances such as strike, fire, flood, retention of goods by the customs, shortage of means of transport at the time of the formation of the contract involves the suspension of the imperative time of delivery, for the entire period when this event renders impossible the delivery within the agreed time.

Partial supplies are allowed.

Damage which is not due to transport and the apparent defects must be indicated by registered letter sent to Colasse SA, and in any case at the latest:

1.) If it relates to supplies or services without commissioning or with a commissioning carried out at the time of the delivery: the 7th day of the calendar after the delivery, and

2.) If it relates to supplies or services with commissioning not carried out at the time of the delivery: the first day of the work which follows this commissioning. The customer is deprived of any rights with regard to Colasse SA, concerning the conditions under which it carried out its obligation of delivery, if it did not respect one of the times indicated above. Only the possible guarantee of the latent defects remains, under the conditions and limits stated in point 6 below.

7. RESPONSIBILITY OF COLASSE SA AFTER DELIVERY:

Colasse SA undertakes to carry out the missions requested with care, diligence and according to the rule book. It is an obligation of means.

b) With regard to the delivery of material, subject to the possible installations stated by special conditions, Colasse SA must offer guarantee of the latent defects whose principle is envisaged in article 1641 of the Civil Code, under the conditions of following limitations. Any call to the guarantee must be sent by registered letter addressed to Colasse SA, within 15 days from the discovery of the defect. At the end of this period, no follow up will be reserved for any call of guarantee.

c) In no case Colasse SA can be responsible for the repair of the commercial and financial losses caused by the faulty operation of a computer system or any other consequential damage undergone by the buyer.

d) Colasse SA cannot be held responsible for the partial or total loss of data or IT material at the time of the commissioning of a system or the guarantee period if this damage is related to the non-observance of the data-processing rules of good practices. In particular, it is expected that the customer sets up a procedure of "back up and restore" in order to guard against loss of vital data. It is also expected that the customer implements an up to date antivirus system in order to preserve the integrity of its IT infrastructure.

8. TRANSFER OF OWNERSHIP AND RISKS:

a) Colasse SA remains owner of the supplies until the customer has completely fulfilled its obligations towards it. Until this moment, the customer will be prohibited from giving the supplies in pledge or reselling them. If the customer intends to equip the unpaid supplies in places rented by it, it must request, by registered letter addressed to Colasse SA, prior approval to assign the supplies to a similar destination, by mentioning the name and the address of the owner, as well as the address of the rented places in question.

b) Except with regard to the customer-consumers for whom risks are transferred at the moment of taking possession of the good, risks are transferred to the customer as soon as the supply is identified in the offices of Colasse SA. Transport is carried out consequently at the risks of the customer, and this, even if the special conditions envisage the payment of the transport costs by Colasse SA, e.g. by the mention "free"

9. RESOLUTIVE CLAUSE:

a) Colasse SA can terminate the contract, as a right, at any moment and without notice, if the customer would fail to fulfil its contractual obligations seriously, without prejudice to any rights to damages and interests.

b) Colasse SA can also terminate the contract, as a right, at any moment, and without notice, in the event of bankruptcy, liquidation, legal settlement, in so far as the law allows it.

c) If the customer no longer respects its financial obligations, and in so far as the amount is not higher than 1000 Euro, Colasse SA can terminate the contract as a right if the obligation is not completely carried out 7 calendar days after the sending of a formal notice.

10. FORCE MAJEURE

Colasse SA is not responsible for the non execution of any of its obligations when this non execution is due to a force majeure case, in particular in the event of fire, hail, natural disaster, strikes, general lack of supply or means of transport, etc.

11. GUARANTEES:

Colasse SA offers a guarantee of 1 year on the material for the subjected professional customers and 2 years for the non-professional customer-consumers. Transport and the placement of the material by the buyer or a third party are not included in the guarantee. The invoice serves as document of guarantee for the articles bought from the company. In the event of repair under guarantee, the customer must present the original of the invoice. No guarantee is due if the customer or a third party dismantles the sold goods. In the event of exchange, the article must be returned in an

impeccable state in its original packing. The material sold as part of operations of reduction in stocks or flash sale or sale can be neither refunded or exchanged.

12. RIGHT OF RETRACTION:

The customer-consumer has a deadline of 14 days to retract, without expenses and without having to justify its decisions, from a contract signed remotely with Colasse SA.

The retraction time expires after the 14 days period as from the day when the consumer or a third party other than the carrier and appointed by the consumer takes possession of the good physically or:

- a) in the case of multiple goods ordered by the consumer in a single order and delivered separately, from the day when the consumer or a third party other than the carrier and appointed by the consumer takes possession of the last good physically;
- b) in the case of the delivery of a good made up of batches or multiple parts, from the day when the consumer or a third party other than the carrier and appointed by the consumer physically takes possession of the last batch or the last part;
- c) in the case of contracts relating to the regular delivery of goods for a defined time period, from the day when the consumer or a third party other than the carrier and appointed by the consumer takes possession of the first good physically.

A retraction form is provided to the customer-consumer which the consumer can use. It can also make another statement stripped of ambiguity presenting its decision to retract the contract.

The customer only bears the charge of the expenses of resending the good in the event of retraction and if the good, because of its nature, cannot be reasonably returned by post, the cost of resending the good (form available at the end of the present conditions)

RESERVATION: COLASSE SA reserves the right not to accept the material returned by the customer-consumer if it is not returned in its original packing in a state identical to that in which it was at the time of the initial delivery. Packing and product must be intact.

13. DOCUMENTS:

Colasse SA grants to the customer a non-exclusive right of use of the diagrams and other technical and commercial documents delivered under the terms of the contract. These documents can be transmitted to third parties only in return for a specific agreement of Colasse SA. All the articles offered by the company are described in good faith and most accurately possible.

14. EXPORT:

When the contract signed with the customer relates to goods and/or services to be exported by the company, their price is to be determined on the basis of asking price of the currency of origin in relation to the euro, as noted at Brussels Stock Exchange, on the date of offer made by the company or on the date of formation of the contract, according to the case.

If the price in force on the day of the payment is different from the price in relation to which the price was determined, the company can adapt the price by increasing it or by decreasing it, to take account of the price modification which have taken place.

15. DATA PROCESSING IN PERSONAL MATTER:

The present provisions respect the private life of the customer in accordance with the law of 8 December 1992 on data processing in personal matter and other restrictive provisions of Belgian law on the matter.

The entity in charge of processing your personal data is the company.

Data in personal matter communicated to the company are processed by it to manage its customers which includes in particular the management of the pre-contractual and contractual relations of the latter and informing it as well as for purposes of prospecting (direct marketing).

The customer can oppose on request and free of charge to the processing of data concerning it for prospecting (direct marketing) purposes.

Moreover, the customer has the right to obtain free of charge the correction of any inaccurate data of personal nature which relates to it.

16. APPLICABLE LAW AND COURT OF JURISDICTION:

Disputes relating to the interpretation and the execution of these general sale conditions are subjected to the Belgian law.

1. With regard to professional customers:

Only the courts of the legal district of Liège are qualified.

2. With regard to consumer customers:

In accordance with the article 624,1°, 2° and 4° of the legal Code, the following judges will be, as per the choices of the applicant, qualified to know the request:

The judge of the residence of the defendant or one of the defendants;

The judge of the place in which the litigation obligations or one of them were born or in which they are, were or must be carried out

FORM OF RETRACTION

(Please only fill out and return this form if you wish to withdraw from the contract)

- For the attention of

Colasse sa

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4100 Seraing

Belgium

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I/We(*) hereby notify you of my/our (*) withdrawal from the contract for the sale of the item (*)/for the service provision (*) below:

.....

Ordered on (*)/received on (*).....

Consumer name(s):

.....

Consumer address(es):

.....

— Date

— Signature of the consumer(s)

(exclusively if this form is submitted as a printed copy):

.....

(*) Cross out as applicable.