

## **GENERAL TERMS AND CONDITIONS**

### **Article 1 - Definition**

Seller: the term "*seller*" used in these terms and conditions refers to the limited company Alternativa International S.A., whose registered office is located at 1st floor - 12C Rue Guillaume J.Kroll - L-1882 Luxembourg - Grand Duchy of Luxembourg and registered in the Commercial Register under number B187.384 with operating licence/authorisation to establish number 100.482.400. Buyer: the term "*buyer*" referred to in the clauses of these general terms and conditions refers to any party who has signed the order form and has therefore entered into a contract with ALTERNATIVA INTERNATIONAL S.A. for the supply and/or installation of products. Subscriber: the term "*subscriber*" mentioned in the clauses of these general conditions refers to any party who has signed the order form and has therefore entered into a contract with ALTERNATIVA INTERNATIONAL S.A. for the hire of equipment and/or ancillary services and/or the broadcasting of advertising clips. Prospect: the term "prospect" refers to any party who has had direct or indirect dealings with the company ALTERNATIVA INTERNATIONAL S.A. Product: the term "*product*" refers to the goods which are the subject of the purchase order concluded between the buyer and the seller and which are to be supplied and/or placed by the seller in return for payment of the price by the buyer. Contract: an agreement between the Buyer or Subscriber and the Seller as defined by the Purchase Order and these General Terms and Conditions and any additional agreements or clauses agreed in writing between the parties. The conclusion of any contract between the parties implies acceptance of these terms and conditions. The present general terms and conditions exclusively govern all contractual relations and cannot be invoked against the seller except in the case of a written agreement between the parties.

### **Article 2 - Scope of application**

These general terms and conditions apply to all orders and ancillary services placed by the purchaser or subscriber with the seller and form an integral part thereof. In the absence of written acceptance by the seller, these general terms and conditions exclude all general and special terms and conditions of the purchaser or subscriber. No deviation from these general terms and conditions will be accepted without written confirmation from the seller.

### **Article 3 - Conclusion of the contract - waiver**

The contract is deemed to have been concluded between the purchaser or subscriber and the vendor by the signature of the latter on the order form or by a written agreement of any kind. Any modification to the terms of the order form concluded between the parties will only be accepted by the seller if the seller agrees to the modification in writing. The contract may not be made subject to the condition that the said purchaser or subscriber obtains a loan or financing of any kind whatsoever. The seller's silence on the buyer's or subscriber's addition of such a condition to the order form does not constitute acceptance of the said condition by the seller. Offers are only valid during the periods specified in the offers. If no option period is mentioned, the order can only be placed by confirmation from the seller. The only signatories authorised to act as seller are directors or managing directors. The signature or written agreement by the purchaser or subscriber of the purchase order implies acceptance of the terms of the said purchase order and of these general terms and conditions.

#### **Article 4 - Restrictions on use of the service**

AI reserves the right to immediately suspend delivery of the "broadcast of advertising clips" service for maintenance, repair or improvement of the service, without entitlement to any compensation. After an interruption, AI will make its services operational again as quickly as possible. Clips not broadcast during the interruption will be rebroadcast as soon as the service resumes.

#### **Article 5 - Obligations of the purchaser/subscriber - penalties**

The purchaser or subscriber is obliged to pay the seller the price stated on the order form, plus VAT and the taxes provided for by the legislation applicable to the said order form. The price does not include VAT and is the price indicated on the seller's price list in force on the day the order form is signed.

Unless expressly waived, a deposit of 50% of the price indicated on the order form, plus VAT and taxes, is required on the day the order form is signed by the purchaser. The remaining balance must be paid no later than the day on which the products and services are supplied and/or installed. All invoices issued by the vendor are deemed to have been accepted by the purchaser or subscriber in the absence of a written objection from the latter within eight days of their issue. All invoices are payable in euros, at the seller's registered office, in cash and without discount. In order to pay for the products sold, the seller reserves the right to require, at any time, the provision of additional guarantees, at its discretion, such as, in particular, payment by bill of exchange, the provision of a certified cheque, the provision of a pledge, a bank guarantee or an assignment of receivables. In the event that the seller grants the purchaser or subscriber payment facilities (price reduction or payment period), failure by the purchaser or subscriber to comply with a single condition subject to the granting of such facilities, and in particular failure to comply with a single payment due date, for whatever reason, shall automatically and without prior formal notice result in the loss, with retroactive effect, of the said facilities and the seller's right to demand performance of the contract on its original terms. In the event that the purchaser fails to comply with its obligations, and more particularly in the event of non-payment on the agreed due date, the purchaser will owe the vendor, ipso jure and without prior notice, late payment interest at the legal rate if the purchaser is a private individual and at the rate mentioned in article 5 of the law of 12 April 2004 concerning the fight against late payment in commercial transactions, without this rate being lower than the legal rate in other cases. In the event of non-payment on the due date, the unpaid balance will be increased automatically and without prior notice, by way of fixed compensation, by 15% for amounts of less than €2,500.00 and by 10% for amounts of more than €2,500.00, with a minimum of €250.00, in addition to the costs incurred in recovering the debt, including lawyers' fees and the costs of proceedings, in accordance with the provisions of section 5 of the law of 12 April 2004 on combating late payment in commercial transactions. In the event that the purchaser fails to comply with its obligations, and in particular in the event of non-payment on the due date and on expiry of a period of fifteen days following the sending of a formal notice, the seller may terminate the contract by operation of law, without judicial authorisation and without further reminder. In this case, the purchaser shall be liable to the seller for an amount equal to 40% of the total value of the order if it is not in the process of being manufactured and 100% of the said value if the order has already been manufactured, without prejudice to additional damages and interest to compensate the seller in full for the loss suffered, including operating loss, indirect, foreseeable or unforeseeable damage and costs, in particular legal and collection costs. In this case, the 10% or 15% increases provided for in the previous paragraph do not apply. The provisions of the previous paragraph are also applicable in the event of cancellation of the order by the purchaser, for whatever reason, unless the purchaser proves that the cancellation is the result of a breach by the vendor of these conditions. The purchaser or subscriber is obliged to take delivery of the products within fifteen days of being notified by the seller that they are available.

Installation work is carried out by the seller if the contract so provides. In this case, the work is carried out as long as the site, which must be supplied with electricity, is in a condition to receive the order. The price invoiced may be revised upwards in the event of price increases imposed by suppliers or by any of the vendor's subcontractors, in the event of force majeure or for any other reason that makes it impossible or more expensive for the vendor to perform the contract. The purchaser or subscriber undertakes to take all steps to facilitate access to the site by the seller. All authorisations such as building permits, palisade permits, container installation permits or any other permits whatsoever must be applied for and obtained in advance by the purchaser or subscriber. The purchaser or subscriber undertakes to comply with all present and future legislation and regulations implied by the possession and use of the equipment. In the event of failure to comply with this clause, the seller may not under any circumstances be held liable for faulty installation or late installation. If the installation work cannot be carried out on the agreed date due to the fault of the purchaser or subscriber, the latter is obliged to pay the seller compensation to make good any resulting loss suffered by the latter, such as travel expenses and the cost of labour, with a minimum of €250.00. In case of doubt, the customer or subscriber is free to call in a professional (architect, contractor, design office, etc.) in order to guarantee the feasibility of the service, at his own expense. AI cannot under any circumstances be held responsible for any reason whatsoever for failure to carry out the installation and start-up work indicated on the order form. By accepting the order form, the purchaser or subscriber undertakes to make every effort to ensure that these services are carried out correctly. Signing the order form confirms that this information has been gathered by the purchaser or subscriber from the persons concerned and that the necessary measures have been taken (e.g. building structure, environmental standards, resistance of materials, exposure to natural elements, etc).

If AI, the Seller, is to perform services of any kind on the Buyer's or Subscriber's site, the Buyer or Subscriber will: provide secure and unhindered access to the areas where the Seller's personnel are to perform the services at all times when necessary; ensure that all required permits and authorisations are obtained so that the Seller can perform the services; ensure that there is an adequate supply of electricity, lighting, heating and other devices and equipment required for the performance of the services; will ensure that in the vicinity of the place where the services are to be provided, there is storage space for the materials that are required for the provision of the services; will ensure that the place where the services are to be provided is suitable for this purpose and that there is no risk to health or safety; be liable for death and injury to AI personnel and AI's sub-contractors whilst on the site of the purchaser or subscriber, except to the extent that the death or injury is caused by the negligence of AI or its sub-contractors. The purchaser or subscriber shall also be liable for damage to or loss of AI's property or the property of AI's personnel or subcontractors where such property is on the customer's site. The place of performance designated by the purchaser or subscriber must be covered by fire, water damage and theft insurance from the commencement of AI's performance of the contract. The purchaser or subscriber undertakes to leave the player(s) permanently powered up and connected to a stable network. The player is supplied as standard with a capacity agreed with the vendor. If subsequent modifications are made and the player is no longer sufficient for the proper operation of the screen(s), the purchaser or subscriber will be responsible for changing the player.

The following provisions apply exclusively to the rental agreement and take precedence over the above provisions of Article 5 if they conflict with them:

The amount of the subscription is payable in advance on the first day of each calendar month (or on the first day of the quarter if the rent is quarterly). The subscriber will pay the amounts due by direct debit to his bank and by giving the seller the signed direct debit advice provided for this purpose. Rent (and other sums) owed by the subscriber and not paid on the due date will

automatically, and without prior notice, bear interest at the rate of 2% per month from the due date on the unpaid amount (including all taxes), with each month started being due in full. In the event that the subscriber fails to comply with his obligations, and in particular in the event of non-payment on the due date and on expiry of a period of fifteen days after formal notice has been sent, the vendor may terminate the contract ipso jure, without judicial authorisation and without further reminder. In this case, the subscriber is liable to the vendor for an amount equal to the sum of the rental payments still due up to the end of the rental contract. The subscriber will use the product(s) provided in accordance with the instructions given by the manufacturers. They will take all precautionary measures, particularly with regard to the power supply, the physical protection of the equipment and the use of consumables. The vendor is not bound by any obligation arising from this contract if the subscriber has not behaved with regard to the product as a good father of the family and has not taken all the precautions and maintenance measures that any normally diligent, conscientious and prudent person would have taken. Any modification of the product covered by the rental contract and any relocation of the said product to another site must obtain the prior agreement of the vendor. The subscriber may not sublet or make available to a third party the product(s) made available without the seller's prior written authorisation. From the time it is made available, each product covered by a rental contract is in the custody of the subscriber, who will therefore be solely liable to the seller and to third parties for any damage caused by the products and/or any damage caused to the products. The subscriber indemnifies the seller against any claims by third parties. To this end, the subscriber must take out an insurance policy at his own expense covering his civil liability as it may be incurred. The subscriber is liable for any damage to or loss of the product during use, even in the event of fortuitous events or force majeure, unless the subscriber can prove that the seller was at fault. The subscriber is also liable for any damage or loss caused by persons for whom the subscriber is civilly liable or by third parties. The subscriber must insure his liability insofar as it may be incurred in this way. The subscriber must notify the vendor by registered letter with acknowledgement of receipt within 48 hours of the theft or damage to the product. On expiry of the rental contract or its extension, the present contract will be automatically renewed for a period of one year unless the subscriber has notified the vendor, by registered letter with acknowledgement of receipt, at least four months before the expiry date, of his intention not to benefit from tacit renewal. On the expiry date, the subscriber must make the product(s), including documentation and user manuals, available to the vendor (on the ground floor of the site where they are used). The product(s) must be in a good state of maintenance and operation. The cost of disconnection and, where applicable, restoration shall be borne by the subscriber. The seller remains the sole owner of all documents produced, such as drawings, plans, 3D simulations, models or any other media. Any partial or total reproduction or use of these documents to have the work carried out by a third party, in whole or in part, without the express authorisation of the seller, is prohibited. In the event of infringement of the seller's rights, the buyer or prospect shall owe, ipso jure and without notice, a lump sum of five thousand euros (5,000 euros), without prejudice to the seller's rights to claim higher damages.

The customer is obliged to provide a stable Internet connection as soon as the equipment is delivered. If this is not the case, the seller cannot be held responsible for any damage and if physical intervention is required, this will be paid for in full by the purchaser. In the event of access to the system requiring a cherry picker or forklift truck, this will be at the purchaser's expense unless otherwise stipulated in the order form. If an electrician is not on site on the day of delivery, the seller will appoint a certified electrician to make the necessary connections, at the purchaser's expense. If the equipment of any kind whatsoever is not used, it must be stored in optimum safety conditions, away from humidity and in a dry place, or be covered if the equipment cannot be moved. Otherwise, AI reserves the right to terminate the warranty.

## **Article 6 - Seller's obligations - penalties**

The seller undertakes to supply the product (purchased or leased) that is the subject of the order form agreed between the parties and to install it if installation is part of the contract.

The purchaser or subscriber chooses the products and services (supplied or hired) under his/her sole responsibility. They declare and acknowledge that the technical and functional characteristics of the seller's products and services correspond to their needs. The purchaser or subscriber declares that he/she has taken all the information required for this purpose and exonerates the seller of any responsibility for advice on the choice of products and services. For the performance of this contract, the seller is only bound by an obligation of means. The seller shall not be liable in the event of force majeure, acts of God or the occurrence of any event whatsoever beyond its control (such as fire, lightning, flooding, bad weather and natural disasters, acts of vandalism and any other natural element of any nature whatsoever, war, riot, terrorism, strikes, etc.), riot, terrorism, strike, other industrial action, computer virus, pandemic, insurrection, sabotage, nuclear disaster, computer failure, shortage of components, closure of borders, congestion of any means of transport, lockdown, pollution, etc.) which would prevent it from performing its contractual obligations. Delivery times are given for information only and do not commence until the seller has received the deposit. No delay in delivery may give rise to the rescission or cancellation of the contract by the purchaser or subscriber or to the debiting of default interest or damages by the seller. In the event of force majeure, an act of God or any event beyond the control of the seller, preventing it from performing its obligations for more than 3 months, either party may ask the other party, by registered letter, to renegotiate the terms of the contract concerned. If no agreement is reached within one month, either party may terminate the contract with effect from the expiry of a period of fifteen days from the date of dispatch of the registered letter. In this case, the amounts already received by the seller by way of deposit or otherwise shall be retained by the seller without compensation. The seller does not assume any obligation as custodian if the product remains in its warehouses or third-party storage beyond the period within which the buyer or subscriber must take delivery of it or accept it. Consequently, if the seller is obliged to temporarily store the products, it cannot be held liable for any loss, theft and/or damage, for whatever reason. Such storage is at the buyer's or subscriber's risk. Except in the case of a sale to a private individual, the product is delivered by the seller to the buyer or subscriber on departure from the seller's warehouses or third-party storage facilities and on the date agreed between the parties. Transport of the product to another address is at the risk and expense of the purchaser or subscriber. The seller shall not be liable for any damage, theft and/or loss occurring during transport, for whatever reason. The purchaser or subscriber shall take delivery of the product as soon as it is delivered, to ensure that there are no apparent defects and that the product delivered conforms to the product ordered and, where applicable, to the quality of the installation work. Any apparent defect or lack of conformity of the product delivered and/or installed, in relation to the product covered by the contract, must be notified to the seller in writing by the purchaser or subscriber on the acceptance report. In the event of acceptance, the goods delivered and/or installed shall be deemed to comply with what has been agreed and to be free from any apparent defect. Installation is deemed to have been carried out in accordance with the rules of the trade and in accordance with the terms of the contract. The seller is not liable for any apparent defects notified in writing after acceptance. If, after delivery and/or installation of the product, the purchaser discovers a defect which was not visible on the day of the said delivery and/or installation (hidden defect) and which renders the product unfit for the use for which the purchaser intended it or which diminishes this use in such a way that, if the purchaser had been aware of it, he would not have purchased it or would have purchased it at a lower price, and if proof of this is provided by the purchaser, the seller is liable for the said defect provided that he was informed of its existence within two weeks of its discovery. The seller is not liable for any hidden defect or for any foreseeable or unforeseeable prejudicial consequences arising therefrom if the hidden defect is not notified to him in writing within fifteen

days of its discovery or if he demonstrates that the defect was undetectable to him, in accordance with articles 1641 et seq. of the Civil Code. When the contract is concluded with a private individual and if, within a period of two years from the date of delivery and/or installation of the new product, a defect and/or lack of conformity is discovered which was not visible but which the purchaser demonstrates existed at the time of delivery and/or installation and if this defect and/or lack of conformity is reported to the seller within two months of its discovery, the purchaser is entitled to repair or replace the product free of charge unless this is impossible or disproportionate. A repair or replacement is disproportionate if, among other things, the costs that the seller must incur for the said repair or replacement are unreasonable compared to an alternative solution. In this assessment, account is taken of the value of the product if it had not been defective, the extent of the defect and the possibility of finding an alternative solution which does not seriously inconvenience the buyer. The lack of conformity and/or the defect affecting the product is never presumed to exist on the day of delivery and/or installation of the product, even if it appears within six months of the said delivery and/or installation. Proof of the defect and/or lack of conformity and of its existence on the date of delivery and/or installation rests in all cases with the purchaser, even if the purchaser is a private individual. The seller's liability and the guarantee offered to the individual purchaser cease immediately if a person other than the seller has attempted to remedy the defect and/or lack of conformity in any way whatsoever. The seller shall have no obligation under this contract if the purchaser has failed to treat the product with due care and has not taken all the precautions and maintenance measures that any normally diligent, conscientious and prudent person would have taken and/or if the purchaser has failed to report the defect and/or lack of conformity within the time limits provided for under this contract. All shipping, transport, customs and tax costs incurred in connection with the warranty shall be borne by the purchaser. The guarantee applies in relation to the high reliability threshold set by the seller, i.e. 5% failure level achieved per square metre of display. The seller may suspend its warranty obligations until the buyer has fulfilled its own obligations without extending the initial warranty period.

In the event that the seller's liability is recognised, liability will be strictly limited to the direct damage suffered by the buyer, excluding in particular any loss of income, profits, savings or clientele. Any compensation owed by the seller may never exceed 35% of the value of the contract. Nevertheless, this provision does not limit the seller's liability imposed by law.

Proof of compliance with these obligations lies with the purchaser. The seller assumes no obligation to pay compensation when the product fails due to accessories added to it at the initiative of the purchaser or subscriber, and/or due to handling that was not necessary for normal use of the product. The seller assumes no obligation and cannot be held liable for compensation if the equipment is used in breach of the manufacturer's instructions, is exposed to circumstances or is used in abnormal conditions.

Where the seller is held liable for failure to comply with any obligation under this contract, the seller's obligations shall be limited to the loss suffered by the purchaser or subscriber and shall not exceed the value of the product covered by the contract as specified on the order form. The seller is in no way responsible for, and assumes no obligation to compensate for, indirect damage, operating loss or disturbance of enjoyment suffered by the purchaser or subscriber in the event of failure by the seller to comply with the obligations arising from this contract. In the event of delivery of the product to the purchaser's or subscriber's home and/or to an address chosen by the purchaser or subscriber, the purchaser or subscriber undertakes to guarantee the vendor easy, direct and rapid access. Unless otherwise agreed by the parties, the products will be delivered and accepted by the purchaser or subscriber at the premises of the seller or one of its subcontractors. Where transport is undertaken by the seller, the products are transported at the sole risk of the purchaser or subscriber. In the event that the purchaser or subscriber refuses or delays receipt of

the products, they must make payment in accordance with the conditions initially agreed between the parties. Any storage or warehousing costs incurred shall be borne by the purchaser or subscriber at a flat rate of €30 per square metre per day. After a period of 90 days, if the goods have not been collected, they remain the property of the seller. The seller has the right to suspend any delivery of goods in the event that there is the slightest evidence of the buyer's or subscriber's insolvency. In the event of breach of contract by the purchaser which is not caused by the seller, all payments already made by the purchaser or subscriber shall be deemed to have been acquired by the seller. The remaining payments due will be paid in full by the purchaser or subscriber (with a minimum of 50% of the purchase price). The amounts will be deducted from the costs and expenses not incurred by the seller without prejudice to the right to compensation in the event that the actual losses are greater for the seller.

## **Article 7 - Retention of title and transfer of risks**

The product delivered remains the exclusive property of the seller until full payment of the price, including interest on arrears and any compensation. In the event of non-payment of the price on the due date, interest and the aforementioned indemnities, the seller has the right to take back the product at the expense of the purchaser or subscriber. The purchaser and/or subscriber acknowledges the exclusive intellectual property rights of AI and/or its partners in the product sold and/or leased and in all its components. The purchaser and/or subscriber undertakes not to disclose information relating to these intellectual property rights to third parties. Until the price of the product has been paid in full, the purchaser may not resell it, pledge it or dispose of it in any way whatsoever without the seller's prior written consent. The buyer undertakes to inform the seller of any seizure by a third party of the product delivered if the price has not been paid in full in principal, interest and compensation. The product is delivered by the seller to the buyer or subscriber from the seller's warehouses and on the date agreed between the parties, even if the buyer or subscriber takes possession of it later or does not take possession of it. Transport of the product to another address is at the risk and expense of the purchaser or subscriber. In the event of non-payment of any sum, the seller reserves the right to suspend its obligations until all sums due have been paid. The seller reserves the right to restrict access to the services in whole or in part. It also reserves the right to take back the equipment placed, without notice or damages for the purchaser and without prejudice to the right to reimbursement.

## **Article 8 - Assignment and pledging of the contract**

AI is expressly authorised to assign or pledge this contract in whole or in part, it being understood that such assignment or pledging does not modify in any way the forms and conditions of the said contract. Notification of this assignment to the purchaser or subscriber will be made in accordance with article 12 of these general terms and conditions. The payment of invoices subsequent to the assignment shall also be deemed to constitute recognition by the purchaser or subscriber of payment into the hands of the new holder of the debt, but shall not entail any modification of the other obligations of the purchaser/subscriber or of AI. The purchaser or subscriber undertakes, if necessary, to sign all documents, to complete all formalities and to modify the terms of payment which may be required of it in the event of such an assignment by way of security.

## **Article 9 - Protection of privacy**

The seller processes the personal data received by the purchaser, subscriber or prospective customer for the purposes of executing this agreement, customer administration, promotion of the seller's products and services, personalised information campaigns and direct marketing, including

by e-mail, by the seller. At any time, the purchaser, subscriber or prospective customer has the right to access, check and rectify, free of charge, any personal data concerning him or her, in accordance with the law of 8 December 1992 on the protection of privacy with regard to the processing of personal data.

#### **Article 10 - Invalidity - application of the general terms and conditions**

If, for any reason whatsoever, one or more provisions of this contract or of an article thereof should be declared null and void or contrary to Luxembourg law, such nullity shall not affect the other provisions, which shall remain in full force and effect, while the provision or provisions deemed null and void shall be replaced by the provision or provisions closest to it and in accordance with the law. No compensation may be claimed from the seller on the grounds of the said nullity. The fact that the seller does not invoke these general terms and conditions at a given time may not be interpreted as a waiver of the right to invoke them at a later date. No clause taken in isolation is considered essential or indispensable for the performance of the contract.

#### **Article 11 - Warning to the seller**

The purchaser or subscriber undertakes to notify AI immediately of the fact that it is in a state of suspension of payments; it shall also notify AI in the event of bankruptcy or judicial reorganisation. The subscriber also undertakes to notify AI immediately in the event of seizure of the leased product.

#### **Article 12 - Notification**

Any communication or notification that must be sent between the parties by registered letter shall be deemed to have been validly completed if it is sent by fax or e-mail with acknowledgement of receipt, in the case of the seller, to its registered office and in the case of the buyer or subscriber, to its registered office and/or domicile.

#### **Article 13 - Applicable law - Jurisdiction**

This contract is governed exclusively by Luxembourg law. In the event of a dispute of any nature whatsoever, and in particular in the event of a dispute relating to the validity, formation, performance or interpretation of the contract, the courts of the judicial district of Luxembourg shall have sole jurisdiction.

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