

## Banking Information

### Barco Company Details

**BARCO s.r.o**  
Okružní 741  
68605 Uherske Hradiste  
Czech Republic

**Business ID: 47916991**  
**TAX ID: CZ47916991**

### Bank Details

**ING Bank N.V., Prague Branch**  
Nádražní 344/25  
150 00 Praha 5  
Czech Republic  
Business Identification No. 49279866

#### EURO account - ING

**IBAN :** CZ293500000001330442607  
**SWIFT :** INGBCZPPXXX

#### USD account - ING

**IBAN :** CZ2735000000001220442606  
**SWIFT :** INGBCZPPXXX

As part of the Terms and Conditions, the client has to bear full cost of remittance/bank transfer charges/fees. Kindly instruct your banker to divert all recipient charges back to the remitter.

## Terms & Conditions

### Payment Terms & Conditions

**Sale of Equipment** - Seller agrees to sell the equipment specified on any quotation, sales order, invoice or packing slip ("Equipment") to Buyer upon the terms and conditions stated below.

**Price, Terms of Payment and Delivery** - Buyer agrees to pay Seller the amount set forth on the invoice for the Equipment. Prices are listed without VAT. Transportation, insurance costs and intermediate bank charges are not included. Payment in full will be due and payable on the date specified in the invoice. Delivery of the Equipment will be EXW Seller's facility in Uherske Hradiste, Czech Republic. Unless otherwise specified by the Buyer, Seller will ship the Equipment by common carrier of its choice. Risk of loss or damage to any Equipment will pass to Buyer upon delivery of the Equipment to the carrier.

**Equipment Return / Exchange** - In the event Buyer desires to return Equipment to Seller, Buyer must contact the Seller and obtain a Return Material Authorization ("RMA") number. The request for return or exchange must include all serial numbers and in case if equipment was found defective, a valid manufacturer's trouble report number and information. No returns will be accepted without a valid RMA number. To be eligible for return or exchange, equipment must be unopened. No returns or exchanges are allowed after thirty (30) days from the shipping date. Shipping and handling charges are not refundable. Used, scratched or damaged equipment cannot be returned under any circumstances. Cables, enclosures, custom made products, and special order items cannot be returned.

### Limited Warranty

**Equipment manufactured by Seller** - Seller warrants to Buyer that the Equipment will be free of defects in materials and workmanship for a period of one (1) year from the date of shipment. This warranty shall not apply to any Equipment, which is misused, or for any damage to the Equipment resulting from improper installation or operation, vandalism, acts of God, or any other cause beyond reasonable control of the Seller. This warranty shall be void if the Equipment has been altered, tampered with, or repaired by a party other than the Seller or its authorized representative. In the event of Equipment failure within the warranty period, Seller will repair or replace the defective Equipment, at its option, provided that Buyer notifies the Seller and obtains a RMA number prior to returning the Equipment to Seller. Defective equipment must be returned, shipping prepaid, to the address specified on the RMA form. The warranty on repaired or replaced Equipment will be the balance of the original Equipment warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, STATUTORY WARRANTIES OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's sole liability and buyer's sole remedy hereunder will be repair or replacement of the Equipment as provided in this conditions.

**Limitation of Liability** - Seller's maximum liability under this Agreement, arising under contract, tort (including negligence) or any other theory of law shall not exceed the purchase price of the Equipment. Under no circumstances will the Seller be liable for any special, indirect, incidental or consequential damages, or for losses resulting from interruption of business operations, or for any loss of profit or revenue, even if the Seller has been advised of the possibility of such damages or losses. Any suit must be commenced within one year from the date on which the underlying claim arises.

**Force Majeure** - If Seller's performance is delayed by circumstances beyond Seller's reasonable control, including without limitation, acts of God, fire, power failure, war or civil insurrection, labor disputes, acts of governments, any law, order or regulation, then Seller's performance shall be excused for the duration of such delay.