

# Terms and Conditions

## 1. Contractual basis

1.1. The following terms shall apply to all trade between PROTECT BALKANS SRL (in the following referred to as PROTECT) as sole distributor of PROTECT A/S in Balkan market - Slovenia, Croatia, Macedonia, Montenegro, Serbia, Bulgaria, Bosnia & Herzegovina, Kosovo and Albania - and the Installer/Partner (in the following referred to as the CUSTOMER).

1.2. These Terms and Conditions of Sale and Delivery may only be departed from to the extent where a written and signed agreement hereof has been entered into between PROTECT and the CUSTOMER. It is specified that these Terms and Conditions cannot be overruled by the CUSTOMER's purchase terms.

## 2. Price lists, product descriptions, marketing material etc.

2.1. PROTECT reserves the right to change prices and product specifications without notice.

2.2. Product specifications stated in product descriptions or marketing material should be considered as approximate and deviations may occur.

2.3. Reservations are made by PROTECT for errors in prices, product descriptions, marketing material etc. and PROTECT shall not be bound by such errors.

## 3. Delivery and transfer of risk

3.1. After acceptance of an order, PROTECT shall deliver as soon as possible unless otherwise agreed. See however clause 7.2.

3.2. Delivery is ex works (Incoterms 2010) from PROTECT's office: RO-535500 Gheorgheni, cart. Florilor nr.23/3, Romania.

3.3. The risk of accidental loss of the product will pass to the CUSTOMER upon delivery.

## 4. Carriage costs and insurance

4.1. Costs related to carriage of goods, including transport insurance from the address specified in clause 3.2 shall be paid by the CUSTOMER, unless otherwise specified.

## 5. Delay in delivery and force majeure

5.1. PROTECT aims to deliver at the date of delivery agreed upon.

5.2. If PROTECT's delivery is delayed, PROTECT shall be liable to inform the CUSTOMER of such postponed delivery and when delivery is expected to take place.

5.3. An agreement cannot be cancelled by the CUSTOMER unless PROTECT has postponed delivery three times.

5.4. The CUSTOMER is not entitled to claim liability in damages or similar related to delay.

5.5. PROTECT shall not be liable in case of force majeure, carriage obstacles, delay caused by sub-suppliers, work accidents or fire.

## 6. Intellectual property rights

6.1. PROTECT shall be the owner or the licence holder of all intellectual property rights related to all delivered material and products. Such material and product information is personal and cannot be passed on to third parties, used or published for any other purposes by the CUSTOMER.

6.2. The CUSTOMER is not allowed to copy, distribute, publish (**especially on e-commerce websites**), transfer to third parties, modify and/or otherwise alter, use, bind, expose, include any Content of the [Protect-Global.eu](https://Protect-Global.eu) website in any context other than the original intended by PROTECT, the removal of the trademarks that signify Protect's copyright on the Content, as well as the participation in the transfer, sale, distribution of materials made by reproducing, modifying or displaying the Content, except with the express written consent of Protect.

6.3. Content of the [Protect-Global.eu](https://Protect-Global.eu) website:

- all information published on [Protect-Global.eu](https://Protect-Global.eu) website that can be accessed, viewed or otherwise accessed by using electronic equipment;
- the content of any email sent to CUSTOMER by PROTECT by electronic means and/or any other means of communication available;
- any information communicated by any means to CUSTOMER by an employee of PROTECT, according to the contact information, whether specified or not;
- information about the Products and/or Services and/or the prices practiced by PROTECT in a given period of time.

## 7. Terms of payment and retention of title

7.1. All prices stated by PROTECT are in euros, excluding VAT, customs duties (if any) and transportation costs.

7.2. The goods ordered must be paid before delivery. Delivery cannot take place before the CUSTOMER provides documentation that the invoice issued has been paid.

7.3. If payment is not made in due time, PROTECT shall be entitled to claim interest for late payment at the rate of 2% per month or fraction of a month.

7.4. PROTECT has the right to obtain effective payment, due to which the CUSTOMER is unauthorised to set off any claim against PROTECT, e.g. if the CUSTOMER's end-users fails to pay.

7.5. PROTECT shall have ownership of the goods sold until full payment, including interest and expenses, has been made (retention of title).

## 8. Warranty

8.1. PROTECT provides a 24-months' warranty for defects in the products. If a **warranty form** is filled out and submitted, an extended warranty of 3 year can be added on the newly installed fog cannon. The period is calculated from the delivery of the product to the CUSTOMER, cf. clause 3.2. Complaints shall be made immediately.

8.2. PROTECT provides a 12-months' warranty on additional equipment, spare parts and repair work.

8.3. The warranty includes replacement of defect parts by new or used parts with the same functions as well as internal working hours for PROTECT.

8.4. The warranty does not include fog fluid, batteries (consumer goods) carriage costs and ordinary wear and tear.

8.5. The warranty does not apply if a product has not been installed in accordance with the manual accompanying each product; If

the CUSTOMER has used non-original parts; or if technicians or the CUSTOMER has used non-original fog fluid.

8.6. In case of repair of the products, the CUSTOMER shall complete the Repair/Spare Parts Report prepared by PROTECT, which report can be obtained by the customer by contacting PROTECT. The report must accompany the products which the repair regards and must specify serial numbers of all main products.

## **9. Remedial action**

9.1. During the warranty period, the CUSTOMER may send in defective products to PROTECT in order for PROTECT to take remedial action. During the remedial period, the CUSTOMER cannot claim remedies for breach against PROTECT.

## **10. Limitation of liability**

10.1. Except from the right of warranty period specified in clause 8, PROTECT cannot be met by claims based on non-activation of the products, irrespective of the reason, claims from third parties related to PROTECT A/S products, any type of indirect loss, consequential damage, damage related to persons and/or machinery by installation, use and release of the fog cannon, non-compatibility between the CUSTOMER's other security systems and PROTECT A/S products, and misuse or mis-installation by the CUSTOMER. The liability of PROTECT is in any respect limited to the value of the sold product.

## **11. Product liability**

11.1 PROTECT A/S has taken out a global product liability insurance covering errors and/or defects which may be directly related to PROTECT's deliveries. PROTECT disclaims liability to the widest possible extent, as it is emphasized that PROTECT cannot be held liable for operating loss, loss of profits, loss of time or any other financial, consequential loss for damage to other persons/goods caused by the sold product. The CUSTOMER will indemnify PROTECT for such loss and damages which may be related to the CUSTOMER's services/deliveries to a third party. In this connection, the customer is under an obligation to take out a product liability insurance of sufficient value to cover such liability caused by the customer's services/deliveries to a third party.

## **12. Applicable law and venue**

12.1. Any disputes arising out of or in relation to all trade between the parties shall be decided in accordance with the laws of Romania to the exclusion of any conflict of law rules which would refer the matter to another jurisdiction. Any dispute, controversy or claim arising out of or relating to the trade between the parties or breach, termination or invalidity of any related contracts, which cannot be settled by the parties themselves, shall be settled finally and conclusively, at the option of PROTECT either by the courts of Romania, with the district court of Gheorgheni as district venue, or by arbitration in Gheorgheni, according to the Rules and Procedures of the Harghita Court of Arbitration as in force from time to time.