



**Optoma Europe Limited**  
1 Bourne End Mills, Hemel Hempstead, Herts, HP1 2UJ, United Kingdom

## 1. DEFINITION AND CONTRACT

The goods listed under the heading Stock Code/Description in the sales invoice or any other goods (the "Goods") hereafter sold by Optoma Europe Limited ("Optoma Europe") to the addressee ("The Purchaser") are subject to these Terms and Conditions.

## 2. ACCEPTANCE OF ORDERS

All contracts of sale made by Optoma Europe shall be deemed to incorporate these Terms and Conditions which shall prevail over any other document or communication from the Purchaser. All orders are accepted and fulfilled subject to these conditions of sale unless otherwise varied by agreement in writing.

## 3. ORDER

No order shall be binding on Optoma Europe until accepted by Optoma Europe.

## 4. PRICE AND LOCAL REGULATIONS

- 4.1 The price for the Goods shall be price current at the time of despatch as stated in Optoma Europe's invoice, VAT where applicable will be added at the rate in force at the date of invoice.
- 4.2 The Purchaser shall be responsible for compliance with all relevant laws and regulations outside the United Kingdom and for obtaining at its expense any necessary import or export licenses, customs clearance, exchange control consent or other authorisations and permits whatsoever.

## 5. SPECIFICATION

It is Optoma Europe's policy to continually improve our Goods, and so reserves the right to alter specifications of Goods at any time without notice and to substitute equivalent goods for the Goods.

## 6. CARRIAGE, CUSTOMS DUTIES AND TAXES

Carriage is payable by the Purchaser on all deliveries unless otherwise specifically agreed by Optoma Europe prior to despatch of the Goods. All Customs and Excise duties, import and/or export duties and all other taxes, tariffs and surcharges of any nature whatsoever now or hereafter levied in any country or territory either directly or indirectly in respect of the Goods supplied shall be borne by the Purchaser.

## 7. DELIVERY

- 7.1 Whilst every effort will be made to despatch Goods on time, no liability can be accepted by Optoma Europe for failure to deliver within the advertised time.
- 7.2 The Purchaser shall inspect the Goods at its own cost promptly upon receipt of Goods. Optoma Europe will accept no liability for shortages, damage to or non-delivery of Goods unless the Purchaser notifies Optoma Europe in writing within seven (7) calendar days of receipt of the Goods or receipt of the invoice, whichever is earlier.
- 7.3 If for any reason the Purchaser fails or refuses to accept the delivery of the Goods at the time such Goods are due and ready for delivery, Optoma Europe may sell or

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Authorised Purchaser Initials, *Rudeneo*

*Rudeneo Elena*

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otherwise dispose of the Goods without prejudice to Optoma Europe's right of legal redress for loss suffered in consequence of the Purchaser's failure to take delivery of such Goods.

- 7.4 Purchaser agrees to provide Optoma Europe monthly stock and sales information for each model of Goods within the first week of each month by e-mail to the relevant Optoma Europe account manager.
- 7.5 Unless agreed otherwise the Goods shall be delivered in accordance with CIP Incoterms 2012.

#### 8. RISK OF PASSING OF PROPERTY

- 8.1 Risk in the Goods shall pass from Optoma Europe to the Purchaser upon dispatch of such Goods from Optoma Europe to the Purchaser or its agent.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods in accordance with Clause 8.1, title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Purchaser until Optoma Europe or its Assignee has received in cash or cleared funds payment in full for all Goods dispatched to the Purchaser under this and all other sale contracts between Optoma Europe and the Purchaser for which payment of the full price of the Goods thereunder has not been paid. Payment of the full price of the Goods shall include the amount of any interest or other sum payable under the terms of this and all other sale contracts between Optoma Europe and the Purchaser under which the Goods were delivered.
- 8.3 The Purchaser shall indemnify Optoma Europe against any loss or damage to the Goods prior to the passing of property therein whilst in the Purchaser's custody.
- 8.4 Until title to the Goods passes:-
- 8.4.1 The Purchaser will hold the Goods as bailee for Optoma Europe and will not sell or otherwise dispose of or part with possession of the Goods other than in the normal course of the Purchaser's business.
- 8.4.2 The Goods shall be kept separate and distinct from all property of the Purchaser and of third parties and in good substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to Optoma Europe.
- 8.4.3 The Purchaser's right to use the Goods shall automatically cease if the Purchaser, being a company, has a petition presented for its winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or, being an individual, becomes bankrupt or insolvent or enters into any arrangement with his/her creditors or takes or suffers any similar action in consequence of debts or carries out or undergoes an analogous act or proceeding under foreign law.
- 8.4.4 Upon determination in any way of the Purchaser's right to use the Goods, and/or until title to the Goods passes to the Purchaser Optoma Europe shall be entitled at any time to require the Purchaser to deliver up the Goods to Optoma Europe and if the Purchaser fails to do so forthwith, Optoma Europe shall be entitled to enter upon the premises of the Purchaser or any third party where the Goods are stored and repossess the Goods and for that purpose the Purchaser hereby gives Optoma Europe and its duly authorised agents permission to enter upon such premises for such purpose.

#### 9. INSURANCE

From the moment when the risk in the Goods passes to the Purchaser, the Purchaser shall keep the Goods comprehensively insured until title and property of the Goods have passed to the Purchaser.

#### 10. CANCELLATION AND RETURNS

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Authorised Purchaser Initials *Rudeneo*

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- 10.1 Cancellation of orders will only be accepted if The Purchaser gives fourteen (14) calendar days' notice prior to the shipment of the Goods.
- 10.2 Under certain circumstances, undamaged and fully marketable Goods may be returned by prior written agreement with Optoma Europe issuing a Return Material Authorisation (RMA) number prior to any return. Optoma Europe reserves the right to make a cancellation charge of £50 or ten percent (10%) of the original invoice value of the Goods whichever is greater to cover the cost of restocking and administration for unopened Goods. For opened Goods Optoma Europe will charge twenty five percent (25%) of the original invoice value to cover costs. Carriage charges incurred for the initial delivery and return delivery of the Goods will also be payable by the Purchaser. All Goods must be in perfect condition and as new.
- 10.3 Under no circumstances will Optoma Europe accept the return of or give credit for any Goods which the Purchaser wishes to have credited if the Purchaser returns the Goods without a RMA number issued by Optoma Europe prior to the Goods being returned, whether signed for by Optoma Europe or not.

#### 11. PAYMENT TERMS AND CHARGES

- 11.1 Invoices are due and payable in advance unless otherwise expressly agreed and stated in writing that credit terms are available, in which case invoices are due thirty (30) days from the date of invoice. If payment of any invoice is overdue, Optoma Europe reserves the right to charge interest on the sum invoiced at the rate of five percent (5%) per annum above the current base rate of Barclays Bank PLC from the due date of payment to the date of receipt of cleared funds by Optoma Europe. All prices quoted are exclusive of VAT. Optoma Europe reserves the right to withhold delivery to the Purchaser of other Goods until all outstanding invoices have been paid in full.
- 11.2 Optoma Europe reserves the right to charge 2% of the transaction value for any payments made by credit card.

#### 12. FORCE MAJEURE

In the event that Optoma Europe is prevented from carrying out its obligation under a contract for sale as a result of any cause beyond its control, such as but not limited to acts of God, War, Strikes, Lockouts, Floods and failure of third parties to deliver the Goods, Optoma Europe shall be relieved of its obligations and liabilities under such contract of sale for as long as such fulfilment is prevented.

#### 13. WARRANTY

- 13.1 Optoma Europe warrants the Goods to be free from defective materials and workmanship and agrees to remedy any such defect, at its discretion, within one (1) year from the date of sale to the Purchaser, or as required by laws in the territory of sale to the Purchaser. If the unit exhibits such defect under normal installation, use and service, the Purchaser should deliver the unit to the authorised dealer from whom the unit was purchased or to an authorised service centre intact for examination by Optoma Europe. In the event that the Goods are claimed defective by Purchaser, Optoma Europe has the right to inspect and determine whether the Goods are defective at its own discretion.
- 13.2 This warranty does not extend to Goods which have been subjected to misuse, neglect, accident, fire, flood, physical damage, incorrect wiring, improper installation, unauthorised modification, use in violation of instructions furnished by Optoma Europe, or repair by unauthorised third parties.
- 13.3 This warranty shall be deemed void if the Goods serial number or other identification has been defaced, damaged or removed.
- 13.4 Optoma Europe guarantees repaired Goods for ninety (90) calendar days and will accept them back for repair if the same fault reoccurs within ninety (90) calendar days

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Authorised Purchaser Initials *Prudencio*

*Prudencio Elena*



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of the repair only on the issue of a Optoma Europe RMA Number marked clearly on the outside of the box.

- 13.5 The Purchaser's statutory rights are not hereby affected.
- 13.6 Where Optoma Europe and the Purchaser agree specific warranty terms; these agreed terms should be regarded as additional terms and not as replacement to this Clause 13.

#### 14. LIMITATION OF LIABILITY

- 14.1 Optoma Europe shall under no circumstances be liable for any indirect consequential, special incidental loss or damage however resulting from the supply of the Goods even if Optoma Europe has previously been advised of the possibility of such loss or damage occurring. Optoma Europe's liability for loss directly resulting shall be limited and shall under no circumstances exceed the amount received by Optoma Europe for the Goods.
- 14.2 Any claim against Optoma Europe under this contract of sale or for negligence must be made in writing within one (1) calendar month in which the Purchaser becomes aware or ought to have become aware of the events giving rise to the claim.
- 14.3 Nothing in these Terms and Conditions shall affect Optoma Europe's liability for death or personal injury caused by its own negligence or that of its employees or agents.

#### 15. BROCHURES ETC

All brochures, catalogues, drawings, price lists, specifications, dimensions, weights, capacities and other technical information are given as accurately as possible but are not binding on Optoma Europe and do not form part of the contract of sales unless specially agreed by Optoma Europe in writing.

#### 16. TERMINATION

Optoma Europe reserves the right immediately to terminate any contract of sale without incurring any liability to the Purchaser if the Purchaser, being a company, has a petition presented for its winding up or its members pass a resolution for its voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction, or compounds with its creditors or has a receiver appointed of all or any part of its assets or, being an individual, becomes bankrupt or insolvent or enters into any arrangement with his/her creditors, or takes or suffers any similar action in consequence of debts or carries out or undergoes an analogous act or proceeding under foreign law.

#### 17. PROPRIETARY RIGHT

All features, functions, cosmetic designs, components, modules, trademarks, patents and logos, which are designed and developed by Optoma Europe in the Goods, shall vest in Optoma Europe. The Purchaser hereby warrants that the Purchaser shall not, nor shall any persons on the Purchaser's behalf, apply for any proprietary right and shall be liable to Optoma Europe for any direct and indirect consequential, incidental costs, loss or damage if the Purchaser is in breach of this Clause 17. Optoma Europe reserves the right to terminate any contract of sale with the Purchaser without incurring any liability to the Purchaser if the Purchaser is in breach of this Clause 17.

#### 18. CONFIDENTIALITY

The Purchaser shall retain in confidence all information and know-how transmitted by Optoma Europe that Optoma Europe has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and will make no use of the Confidential Information except under the terms of this document without the prior written consent of Optoma Europe. Except as expressly provided in this document, no ownership or license rights are granted in any Confidential Information. Confidential Information will not include any information that:- (a)

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*Rudeneo Elena*



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Becomes known to the general public without fault or breach on the part of the receiving party; (b) The disclosing party customarily provides to others without restriction on disclosure; (c) The receiving party obtains from a third party without breach of non-disclosure obligation and without restriction on disclosure; or (d) Is already known to either party prior to its disclosure by the other party.

**19. GENERAL**

- 19.1 Optoma Europe's failure to enforce or exercise at any time or any period of time, any terms of or any right arising to any contract of sale shall not constitute, and shall not be construed as a waiver of such term or right and shall in no way affect Optoma Europe's right later to enforce or to exercise it.
- 19.2 The invalidity or unenforceability or any of these Terms and Conditions shall not affect the enforceability of the remaining conditions.
- 19.3 Section headings are for convenience only and do not form any part of or affect the interpretation of these Terms and Conditions, or any contract of sale incorporating these Terms and Conditions.
- 19.4 The construction, validity and performance of these terms and conditions and any contract of sale incorporating these conditions shall be governed by the law of England and the parties shall accept the exclusive jurisdiction of the English courts.
- 19.5 Optoma Europe reserves the right to amend the Terms and Conditions at any time without notice. Purchaser could access Optoma Europe's website ([www.optomaeurope.com/termsofsale/gb](http://www.optomaeurope.com/termsofsale/gb)) for the most up-to-date Terms and Conditions.

Please complete the details requested below, sign and date once you have read and accepted the above terms and conditions.

Name of Company: ...Genial Invest SRL.....

Trading address: Moldova, Republic of, MD-2023, Chisinau, str. Otovasca 21M, ap.11

Name of authorised individual: Rudenco Elena

Position: Administrator

Signature: *Rudenco*

Date: 29.05.2018



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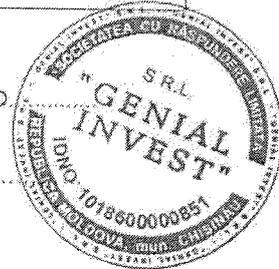
**CONTACT DETAILS**

	Optoma's Sales Department	Applicant's Procurement Department
Full Name	Rob van den Goorbergh	Elena Rudenco
Position	Territory Manager	Administrator
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Direct Fax No.		
Mobile Phone No.	+31 652 599 453	+37360188823
E-mail Address	r.vdgoorbergh@optoma.co.uk	genialinvest.md@gmail.com

Authorised Signatory of Applicant (Print Name in Full) .....ELENA RUDENCO

Signature *Rudenco* ..... Date .....29.05.2018.....

Position ....Administrator.....



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