

## 1. Trade-In Program

- 1.1. The Barco ClickShare Trade-In Program ("Trade-In Program") managed by Barco and/or one of its agents ("we"; "us"; "Barco") allows Barco certified ClickShare resellers to offer their customers the opportunity to trade in eligible Barco devices ("Trade-In Products") for a new unit ("New Purchased Products") at a discounted price subject to the terms set out herein (the "Trade-In Terms").
- 1.2. The Trade-In Program website complements the trade in terms with the following information:
  - Open Time Period;
  - Participating Countries (with reference to the address of the end-user ordering a New Purchased Product from the Reseller);
  - Participants (Resellers and End-Users);
  - Products eligible for the Trade-In Program ("Trade-In Products")
  - New Purchased Products;
  - Program Rules & Requirements;
  - Process Flow;
  - Acceptance Test;
  - Trade-In Website; and
  - Any other elements required for us to complete the Trade-In transaction.
- 1.3. This Trade-In Program is not intended to duplicate other promotional campaigns extended to Resellers. If we feel that this Trade-in offer is combined or "stacked" with other promotional offers or special pricing agreements that are offered by Barco, we reserve the right to reject the reseller's participation in the Trade-In Program.
- 1.4. Any failure to meet the eligibility conditions, whether in form (unmatched details provided during the application process), substance (differences in values or quantities), timing (within 30 days after the purchase of a new ClickShare by the End-User) or otherwise, may delay or exclude the Reseller's participation in the Trade-In Program, or the settlement hereunder. Resellers will keep Barco, and its contractors and customers, harmless from and indemnified against any damages incurred as a result of any non-compliance, incorrect information or delayed performance hereunder.

## 2. Data & Privacy protection

As part of the Process Flow, we require certain data to identify the End-User of New Purchased Products, and the Reseller shall take care to inform the End-User (and, to the extent required, obtain the End-User's consent). The data collected shall include:

- End-User name
- Company name
- Company address with country/region
- Professional contact details: email address and telephone number

This data will be transferred to Barco NV, with registered office at President Kennedypark 35, 8500 Kortrijk, Belgium ("Barco") the manufacturer of the products that are the subject matter of these Trade-In Terms. Barco processes this data for its legitimate interest of securing its products, informing the Reseller and/or the End-User about Barco's product lifecycle management and the provision of Barco services in relation to the products.

Barco will restrict the use of this data to inform the data subject on (i) important product and software updates and notifications; (ii) product lifecycle information (end-of-life, end-of-service, new product announcements); (iii) warranty and/or service contract information.

Barco is responsible for the processing of this data. Barco can share this data with other companies associated with Barco.

The data subject is entitled to request access - free of charge - to and to request the rectification of the personal data that are processed by Barco. Furthermore, data subject can request the erasure

of its personal data, a restriction of the processing of its personal data, the portability of its data and the data subject can object to the processing of its personal data. However, please note that the applicable legislation may impose conditions for the exercise of these rights.

The interested data subject can send its request by e-mail to [dataprotection@barco.com](mailto:dataprotection@barco.com). The data subject also has the right to lodge a complaint with a supervisory authority, which in Belgium is the Commission for the Protection of the Privacy, having its registered office at 1000 Brussels, Drukpersstraat 35 and having [commission@privacycommission.be](mailto:commission@privacycommission.be) as e-mail address.

If the Reseller or any data subject want to receive information on Barco products, please navigate to the "subscribe" section <https://infopages.barco.com/EmailPreferenceCenter.html> on [www.barco.com](http://www.barco.com).

### **3. Binding Terms**

The Reseller understands that these Trade-In Terms may be substituted, changed or cancelled at any time, including suspending or terminating the Trade-In Program with or without prior notice, provided that any such changes shall not affect any trade-in initiated prior to the date of the change. Please visit the Trade-In Website to verify on the then current version of the terms and additional details on the Trade-In Program.

Any participation in the Trade-In Program may be declined or cancelled, with or without prior notice, if Barco believes that that participation is enabling a fraudulent or illegal purpose. If we believe the proposed trade-in is not eligible under these Trade-In Terms, Barco will notify the reseller.

### **4. Contracting Parties**

Barco (including our dedicated partners as relevant) will handle all administrative, logistics, financial and other applicable matters in respect of the Trade-In Program. While the program is endorsed by Barco, Barco does not assume any obligations and provides no guarantees hereunder. The Reseller shall satisfy itself that the terms and conditions offered by Barco are satisfactory.

### **5. Ownership Title**

By accepting these Trade-In Terms, the Reseller warrants that:

- all Trade-In Products are owned by the relevant End-User on whose behalf the Reseller is acting;
- such End-User holds legal title to the Trade-In Products, free of liens or any security interest, such End-User's ownership is not subject to the rights of third parties;
- such End-User has surrendered its ownership rights to the benefit of Barco or its designated partner as relevant;
- he has the legal right to transfer the Trade-In Products to Barco or our designated partner as relevant;
- the Trade-In Product is free of any restrictions or encumbrances, including personal data or third party software which may not be transferred or for which royalties are due;
- the Trade-In Products shall be cleared of any data and shall be free from any biological, chemical or other hazards.

Applications that contain false statements will not be processed. Transactions may be delayed or cancelled if we reasonably believe these warranties are not met.

### **6. Transfer of risk and title**

The risk in and the ownership of the Trade-In Product will be transferred to Barco or its designated partner as relevant upon handover of the Trade-In Product to the carrier. The delivery of the Trade-In Product to the designated carrier shall be final and effective to transfer title of such product to the designated location free and clear of all liens and encumbrances. Reseller agrees to execute any documents and take any actions necessary to effect such transfer of ownership.

## **7. Logistics**

The Trade-In products must be located in the eligible country in order for Barco's service provider to collect the devices. Once the trade in request has been checked and validated by Barco's service provider, they will email the Reseller to schedule the collection of the Trade-In Products at the Reseller's address or End-User's address, depending on what was agreed. Once the collection date and address are agreed upon, Barco's service provider will email the Reseller a packing slip which must be attached to the outside of the shipping package. This is a material condition for Barco to organize the collection of the Trade-In Products and cover all cost for shipping. The Reseller is responsible for proper packaging (in a manner to ensure transport safety and to avoid damage) to ship the Trade-In Products, and the cost thereof. The unit, the power supply unit, all buttons and if available all accessories (antennas, manuals, etc.) needs to be included. The Trade-In Products to be collected must be packed ready for shipment and need to be packed on pallets if weight exceeds 30 kg. The trade-in reference number must be clearly visible on the outside of the packaging. The shipping label must be attached in a way that it is easy to read and cannot be lost. The collection must be carried out from the entrance door on the ground floor.

The period between Reseller's qualifying application meeting all due requirements and actual pick-up of the Trade-In Product should not exceed 30 working days. On the date which is scheduled accordingly, Barco or its service provider will dispatch a carrier to the address the Reseller stated in its application or notify the Reseller of a rescheduled date. In case the scheduled date would not be convenient for the Reseller, he should contact the Customer Service Centre. The Reseller may be charged the incurred additional cost in case the Trade-In Products are not ready for pick-up on the scheduled date.

## **8. Irrevocable Transaction**

After pick-up by the carrier, no Trade-In Product (including accessories) can be returned again to either the Reseller or End-User, and all such items shall remain the property of Barco or its designated partner as relevant. Barco may dispose of any Trade-In Product as we deem fit, subject to environmental laws. The Reseller shall be responsible to remove any data from the Trade-In Product and understand these will not be available beyond the handover. Barco, or its contractors or customers, shall not bear any liability for damages of any kind if any undeleted data on Trade-In Products is accessed or acquired by any third party.

## **9. Liability**

Our aggregate liability in connection with these terms and the Trade-In Program, regardless of the form of the action or legal theory giving rise to such liability shall not exceed the amount paid for the New Purchased Products. We shall not be liable to you for any indirect, exemplary, special, punitive, consequential or incidental damages of any kind (including without limitation loss of data, cost of replacement goods, equipment downtime or lost profits), even if the Reseller has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited warranty or remedy.

## **10. Feedback**

Any feedback, suggestions or complaints in respect of the Trade-In Program can be provided at the Trade-in Feedback address stated in the Trade-In Program Page.

## **11. Final Clauses**

Neither party shall be liable for any delay or failure to perform under these terms if caused by conditions beyond its reasonable control. These terms shall be governed by the internal laws of Switzerland without reference to its conflict of law's provisions. The United Nations Convention for the Sale of Goods shall not apply to any transaction hereunder. Any dispute, controversy or claim arising out of or relating to these Terms, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English language. Except as otherwise expressly set forth herein, each party is responsible for its own expenses incurred in the performance of these terms. These terms may not be assigned or transferred by the Reseller. A waiver by either party of any provision of these terms shall not be construed as a waiver of such provision. Each party shall retain the right to enforce any such provision in any subsequent breach.

If any provision of these terms is held to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect. The parties shall comply with the provisions of all applicable laws and regulations. These terms (including the Trade-In Program Page requirements referenced herein) constitute the entire, complete and exclusive statement of the agreement between the parties pertaining to the subject matter hereof, and supersede and cancel all prior oral and written agreements between the parties with respect to this subject matter. Any provisions of these terms that, in order to fulfil the purposes of such provisions, need to survive the termination or expiration of these terms, shall be deemed to survive for as long as necessary to fulfil such purposes. In no event shall either party (including Barco) be precluded from doing any other business either similar to or outside the scope of these terms. It is specifically understood that all other business of Barco's core practice shall continue without restriction created by these terms.

# Barco ClickShare Trade-In Program Page

## General

<b>Participating Countries</b>	Only Barco New Products Purchased within any or all of Belgium, The Netherlands, Luxembourg, Germany, France, United Kingdom, Ireland, Denmark, Sweden, Norway, Finland, Austria, Italy, Spain, Switzerland and United Arab Emirates are eligible for the Trade-In Program. In which country the Trade-In Product has been bought has no impact on the eligibility of the application.
<b>Participants</b>	Only Barco Gold, Silver and Authorized partners who are part of the Barco Connect! Program qualify for this Trade-In Program. Claims by non-authorized parties will not be accepted.
<b>Trade-In Products</b>	<p>Barco ClickShare: CSM-1, CSC-1, CS-100, CS-100 huddle, CSE-200, CSE-200+ &amp; CSE-800</p> <p>Barco wePresent: WiPG-1000, WiPG-1500, WiPG-2000, WiPG-2000s, WiPG-1600W &amp; WiCS-2100</p> <p>Ben Q: Insta Show WDC 10, WDC 10C &amp; SWDC 20</p> <p>Crestron: Airmedia AM-100, Airmedia 2.0 &amp; Airmedia 3.0</p> <p>HRT: Huddle Hub One &amp; Huddle Hub One +</p> <p>Kindermann Klick + Show: K10-S kit, K42H kit &amp; K42U kit</p> <p>Kramer: Via Collage, Via Connect Pro, Via Connect Plus &amp; Via Go</p> <p>Mersive: Solstice pod Gen 2 &amp; Gen 3</p> <p>I3Sync: Pro &amp; Touch</p> <p>Lifesize: Lifesize Share</p> <p>ScreenBeam: 960 &amp; 1100</p> <p>Vivitek: NovoEnterprise, NovoCast &amp; NovoPro</p> <p>Airtame: Airtame 2</p>
<b>New Purchased Products</b>	<p>Barco C-5, C-10, CX-20, CX-30 and CX-50.</p> <p>Barco ClickShare CSM-1 &amp; CSC-1 and Barco wePresent WiPG-1000, WiPG-1500, WiPG-2000, WiPG-2000s, WiPG-1600W &amp; WiCS-2100 can be traded in for a new C-5, C-10, CX-20, CX-30 or CX-50, which the Reseller and End-User can buy at a discounted price.</p> <p>The CS-100 &amp; CS-100 Huddle can be traded in for a new C-5, C-10, CX-20, CX-30 or CX-50 which the Reseller and End-User can buy at a discounted price.</p> <p>The CSE-200 can be traded in for a new C-5, C-10, CX-20, CX-30 or CX-50 which the Reseller and End-User can buy at a discounted price.</p> <p>The CSE-200+ and the CSE-800 can be traded in for a new C-5, C-10, CX-20, CX-30 or CX-50, which the Reseller and End-User can buy at a discounted price.</p> <p>All competitive products (Ben Q: Insta Show WDC 10, WDC 10C &amp; SWDC 20; Crestron: Airmedia AM-100, Airmedia 2.0 &amp; Airmedia 3.0; HRT: Huddle Hub One &amp; Huddle Hub One +; Kindermann Klick + Show: K10-S kit, K42H kit &amp; K42U kit; Kramer: Via Collage, Via Connect Pro, Via Connect Plus &amp; Via Go; Mersive: Solstice pod Gen 2 &amp; Gen 3; ScreenBeam: 960 &amp; 1100; Vivitek: NovoEnterprise, NovoCast &amp; NovoPro; I3Sync: Pro &amp; Touch; Lifesize: Lifesize Share; Airtame: Airtame 2) can be traded in for a new C-5, C-10, CX-20, CX-30 or CX-50, which the Reseller and End-User can buy at a discounted price.</p>

	<p>Only new Barco products are eligible as New Purchased Products. Demonstration products as well as remarketing or used products are excluded from the Trade-In Program.</p>
<b>Program Rules &amp; Requirements</b>	<p>The Trade-In Program is a one-for-one and like-for-like product Trade-In Program only. A Reseller must purchase one or more New Purchased Products, and trade in a same number of <b>Barco</b> Trade-In Products. Other devices and territories do not qualify.</p> <p>All orders made under the program shall reference "Sustainability Program".</p> <p>Applications by Resellers based on non-mainland areas will not be accepted.</p> <p>Shipping costs for Trade-In Products, including associated costs such as taxes, customs duty and fees, will be paid by Barco.</p>
<b>Process Flow</b>	<p>The Reseller needs to fill in a claim form providing the following:</p> <ul style="list-style-type: none"> <li>• Reseller's information (contact person, email, telephone, company, address, country region)</li> <li>• End-User's information</li> <li>• pick up address (at Reseller or End-User)</li> <li>• model and serial number of Trade-In Products</li> <li>• model, serial number and unit price of New Purchased Products</li> <li>• Trade-In Claim id received from the distributor.</li> </ul> <p>The number of Trade-In Products to be collected shall equal the number of New Purchased Products to be delivered.</p> <p>Collection of the Trade-In Products needs to happen no later than 30 days after the date of the filling in of the claim form, and the receipt of the New Purchased Product, whichever comes first. A claim form shall be invalid if the serial numbers of the Trade-In Products as reported in the claim form do not match with the serial numbers of the devices as collected by Barco's service provider.</p> <p>All incomplete claim forms will be automatically rejected. If incomplete, they must be completed and resubmitted to be processed. A claim form is considered incomplete if it matches one or more of the following criteria:</p> <ul style="list-style-type: none"> <li>• Information requested on the claim form is missing, for example: serial number of the New Purchased Product.</li> <li>• Proof of purchase documents with valid purchase date and valid New Purchased Product(s) is missing.</li> <li>• Proof of ownership document for the Trade-In Product is missing, including serial number, brand and model.</li> </ul> <p>A confirmation e-mail with a claim reference number will be sent once the claim form is submitted, with instructions on the next steps in the process. This e-mail should be printed and saved by the Reseller. The claim reference number must be referenced on all questions relating to the Trade-In Program.</p>
<b>Acceptance Test (audit)</b>	<p>A trade in request can only be closed when:</p> <ul style="list-style-type: none"> <li>• the Trade-In products are collected by Barco's service provider</li> <li>• The entire (base unit, buttons, power, adapters, antennas...) and right device is provided</li> <li>• The device is functional</li> <li>• the serial number of collected Trade-In Products by Barco's service provider matches the serial number of collected devices filled in in the claim form by the Reseller.</li> </ul>
<b>Open Time Period</b>	<p>New Purchased Products must be purchased as of 15/02/2019 (for Italy, Austria, Luxembourg, Spain as of 01/04/2019 only) until 31/12/2022 to qualify.</p>

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**Trade-In Partner** TechProtect GmbH, Max-Eyth-Straße 35, 71088 Holzgerlingen, Germany

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**Trade-In Website** <https://tradein.barco.com>

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**Trade-In  
Feedback address** [contact@tradein.barco.com](mailto:contact@tradein.barco.com)

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