

1. Trade-In Program

- 1.1.** The Barco ClickShare Trade-In Program ("Trade-In Program") managed by Barco, Inc. or one of its affiliates or agents ("we"; "us"; "Barco") allows Barco certified distributors ("Participants" or "You") to conveniently trade-in eligible devices in return for a marketing credit ("Trade-In Value") on a purchased new one subject to the terms set out herein (the "Trade-In Terms").
- 1.2.** The Trade-In Program Page annexed to this Trade-In Terms references the following topics:
- Open Time Period;
 - Participating Countries (United States & Canada);
 - Participants;
 - Trade-In Products;
 - New Purchased Products;
 - Trade-In Value;
 - 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 Participants. 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 your 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-customer) or otherwise, may delay or exclude your participation in the Trade-In Program, or the settlement hereunder. You will keep us, and our affected contractors and customers, harmless from and indemnified against any damages incurred as a result of Your non-compliance, incorrect information or delayed performance hereunder.

2. Data & Privacy protection

As part of the Process Flow, we may require certain data to identify the reseller and end user of New Purchased Products, and Participant shall take care to inform these parties (and, to the extent required, obtain their consent). The data collected shall include:

- Company name
- Company address
- Professional contact details, namely 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 Participant, 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. The data subject also has the right to lodge a complaint with a supervisory authority, which is in Belgium the Commission for the Protection of the Privacy, having its registered office at 1000 Brussels, Drukpersstraat 35 and having commission@privacycommission.be as e-mail address.

If Participant 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.

3. Binding Terms

You understand 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 advance 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 the then-current version of the terms and additional details on the Trade-In Program.

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

4. Contracting Parties

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

5. Ownership Title

By accepting these Trade-In Terms, Participant warrants that:

- all Trade-In Products are owned by the relevant user on whose behalf Participant is acting;
- such user holds legal title to the Trade-In Products, free of liens or any security interest, such user's ownership is not subject to the rights of third parties;
- such user has surrendered its ownership rights to the benefit of Barco;
- Participant has the legal right to transfer the Trade-In Products to Barco or its designated recycling 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; and
- the Trade-In Products shall be cleared of any data and shall be cleaned and 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 our designated recycling 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. You agree to execute any documents and take any actions necessary to effect such transfer of ownership.

7. Settlement of the Trade-In Value

Barco, or its Trade-In partner empowered to act as its paying agent, shall settle the Trade-In Value directly to Participant, when all requirements under these Trade-In Terms have been met, as a reward for the remarketing of the Barco devices under this Trade-In Program. Settlement shall be made by a credit note within 30 days after close of month wherein completion of the program requirements and subject to receipt of the Trade-In Product at our designated location. In case the credit note is made erroneously or due to a false or erroneous claim by Participant, then following our (not less than 28 days) prior written notice, Participant shall reimburse any such incorrect payments. Participant agrees to hold Barco and its Trade-In partners free from the responsibility for any liability, claims, damages and tax liabilities that might arise in such circumstances.

8. Logistics

The Trade-In Products must be located in the United States or Canada. Once we have checked and validated Participant's application, we will email a packing slip which must be attached to the outside of the shipping package. This is a material condition for us to organize the collection of the Trade-In Products and cover all cost for shipping. The sender of the package (reseller or end customer) 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.) need 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 your 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, we will dispatch a carrier to the address the Participant stated in the application or notify of a rescheduled date. In case the scheduled date would not be convenient for the sender, the sender should contact the Customer Service Centre. The sender may be charged the incurred additional cost in case the Trade-In Products are not ready for pick-up on the scheduled date.

9. Irrevocable Transaction

After pick up by the carrier, no Trade-In Product (including accessories) can be returned again to the Participant, and all such items shall remain the property of Barco or its designated recycling partner as relevant. We may dispose of any Trade-In Product as we deem fit, subject to environmental laws. You shall be responsible to remove any data from the Trade-In Product and understand these will not be available beyond the handover. We, nor our 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.

10. 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 aggregate Trade-In Value which is eligible under the present Trade-In 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 Participant has advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited warranty or remedy.

11. 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.

12. 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 laws of the state of Georgia, United States, without reference to its conflict of laws 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 courts in Fulton County, Georgia. 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 Participant. 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.

General

Participating Countries	Only Barco products purchased within any or all of the United States of America & Canada are eligible for the Trade-In Program. In which country the Trade-In Product has been purchased has no impact on the eligibility of the application.
Participants	Only Barco distributors qualify for this promo. Claims by non-authorized parties will not be accepted.
Trade-In Products	Barco CSM-1 & CSC-1
New Purchased products	Barco CSE-200 & Barco CSE-800 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.
Program Rules & Requirements	<p>The Trade-In Program is a one-for-one and like-for-like product Trade-In Program only. A Participant must purchase one New Purchased Product, and trade in one Trade-In Product (which may be a Barco or non-Barco product) to qualify for the Trade-In Value marketing refund. Other devices and territories do not qualify.</p> <p>Participants can claim the Trade-In Value only after a New Purchased Product has been purchased.</p> <p>Applications by customers 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>
Process Flow	<p>Applications to receive a Trade-In Value must be received no later than 30 days after the date of purchase of the New Purchased Product. All incomplete applications will be automatically rejected. If incomplete, they must be completed and resubmitted to be processed. An application is considered incomplete if it matches one or more of the following criteria.</p> <ul style="list-style-type: none"> • Information requested on the application form is missing, for example: serial number of the New Purchased Product. • Valid Trade-In Product is not shipped within the 30 day limit from the date of application submission. <p>A confirmation e-mail with an application reference number will be sent once the application is submitted, with instructions on the next steps in the process. This e-mail should be printed and saved by Participant & Sender. The application number must be referenced on all questions relating to the Trade-In Program. In addition to the invoice for the New Purchased Product, Barco and its program partners reserve the right to request from the Participant further evidence of purchase and/or ownership (e.g. photo of the serial number label, barcodes, etc.).</p>
Acceptance Test (audit)	The Trade-In Values as indicated by Barco only apply for Trade-In Products that are fully functional as determined during Barco testing. Trade-In Products must be returned complete, i.e., including the original base unit, buttons and power supply.

United States

Open Time Period	New Purchased Products must be purchased as off 08/15/2018 until 12/31/2020 to qualify.
Agent	None
Recycling Partner	The Recycler Partner varies from state to state. If a State Program is available, we connect to the State Program.
Trade-In Website	https://www.barco.com/en/trade-in/
Trade-In Feedback address	Us.connect@barco.com

Canada

Open Time Period	New Purchased Products must be purchased as off 08/15/2018 until 12/31/2020 to qualify.
Agent	None
Recycling Partner	The Recycler Partner varies from province to province.
Trade-In Website	https://www.barco.com/en/trade-in/
Trade-In Feedback address	Us.connect@barco.com
