

GENERAL CONDITIONS BLUE MOON TEAM BVBA (version 1 June 2017)

CHAPTER I – GENERAL CONDITIONS

Article 1 – de Applicability of the present conditions

1. The present general conditions are applicable to all price offers, orders, and Agreements with respect to the sale, the delivery and/or the lease of goods and/or services by or to BLUE MOON TEAM BVBA. In these general conditions, by "BLUE MOON" is understood the company BLUE MOON TEAM BVBA, with registered offices located in 2630 Aartselaar, Kontichsesteenweg 48, operating with enterprise number 0447.259.080. The Client acknowledges and confirms in advance of any transaction to have taken due cognisance of these conditions and to accept them explicitly by the simple completion of the transaction.

2. These general conditions shall take precedence over any of the Client's conditions that are non-conform to them, even should they contain provisions similar to provisions stated herein. Any deviations from these general conditions, even if stated on our documents, can only be made opposable against us if and when they have been explicitly confirmed in writing by one of the managers of BLUE MOON.

3. The eventual nullity or invalidity of one or several clauses in these conditions shall in no wise result in the nullity of the other conditions or of the agreement. The fact that BLUE MOON does not resort to one or another favourable clause in these general conditions cannot be construed as waiver of her right to invoke or have subsequent recourse to it.

Article 2 – Conclusion of engagements and agreements

1. Offers drawn up by BLUE MOON shall remain valid for 30 days, counting from the date of the offer, or for a shorter period as mentioned in the offer. A lease option remains valid for 3 days or less if so stated. Offers are purely informative and subject to being rescinded or changed by BLUE MOON at any and all times and without the need for justification thereof, up to the moment that BLUE MOON has been informed in writing of the unconditional acceptance of the offer. Unless stated otherwise, the offers do not include the installation, operation, assembly or transport and suchlike activities. Unless stated otherwise, the quoted prices shall invariably be exclusive of VAT.

2. The offers made by BLUE MOON, together with the present general conditions shall, as of the time of acceptance by the Client (either explicitly by its signing, or tacitly, for instance, on commencement of the work) constitute a binding agreement between the Client and BLUE MOON, the ("Agreement"). Barring a provision otherwise in the Agreement or in the present general conditions, offers that have definitively been accepted, as well as signed order forms, can no longer be cancelled, unless with explicit reciprocal written consent.

3. For work activities for which by reason of their nature no order confirmation is sent out, the invoice shall at the same time serve as such confirmation, which invoice shall also be deemed to correctly and completely reflect the terms of the Agreement.

4. The Parties confirm to the degree necessary that their communications can legally be carried out by means of fax and e-mail, unless stated otherwise in these general conditions.

5. Every Agreement shall be concluded under the suspensive condition that the Client, solely at discretion of BLUE MOON, is sufficiently creditworthy to satisfy his payment obligations under the Agreement. BLUE MOON shall be entitled, at or following the conclusion of the Agreement, and prior to continuing the work activities, to request from the Client payment of an advance in whatever amount and/or to demand security to ensure that such payment as well as the Client's other obligations under any Agreement with BLUE MOON shall duly be fulfilled and complied with. Non-payment of the advance shall work to the suspensive advantage of BLUE MOON and entitle the latter to review the eventually agreed execution and delivery terms at her own discretion. In the event of an increase in the unit prices in the meantime, these raised prices shall become applicable. Without any prejudice to any other of BLUE MOON's rights under de Agreement, BLUE MOON reserves the right to suspend or altogether cancel the remaining part of the deliveries in the event of non-payment of any such partial deliveries, irrespective of her right to subsequently claim compensatory indemnity.

Article 3 – Performance modalities

1. BLUE MOON shall implement the Agreement to the best of her knowledge and ability.

2. BLUE MOON shall be entitled to have certain work activities performed by third parties in case and in so far as she judges it necessary to ensure the proper implementation of the Agreement,

3. BLUE MOON likewise reserves the right to deliver, or have delivered, goods/materials coming from third parties, case pertaining, of a different make and brand than stated in the offer, specifications document, or Agreement, provided these goods and materials are of a comparable quality, and without her being liable to compensation and/or price reduction as a result.

4. The Client shall ensure that all information that BLUE MOON judges indispensable for the proper implementation of the Agreement, or whose indispensability the Client may reasonably be expected to be aware of, be provided to BLUE MOON in good time and completely. Should such information needed for the proper implementation of the Agreement not be provided to BLUE MOON in good time, the latter shall be entitled to suspend the performance of the work and/or to charge the Client at the customary rates any additional costs resulting from the delay. BLUE MOON shall not be liable for any eventual damage, of whatever nature, arising from incorrect and/or incomplete information provided by the Client.

5. Unless explicit and written agreement otherwise, any of BLUE MOON's delivery deadlines shall be accepted as approximate and purely indicative. Exceeding these time limits shall in no wise be cause or reason for the cancellation of the Agreement or lead to any liability, compensation, or arrears interests on BLUE MOON's part. In any event, such a claim can only be lodged by the Client following a written notice of default to BLUE MOON, wherein the latter shall be allowed a reasonable time limit to implement the Agreement.

6. Unless stated otherwise, the goods shall be delivered EXW (Ex Works - Incoterms 2010) from BLUE MOON's warehouses. The risk of loss, damage, and theft passes to the Client at the moment of delivery. The goods shall at all times be transported at the Client's risk and costs.

7. Partial deliveries shall be allowed. If the works are delivered in parts, BLUE MOON shall be entitled to invoice each part-delivery individually.

8. It shall be incumbent on the Client to accept the purchased/leased goods at the time of their delivery to him, or at the moment at which they are placed at his disposal according to the terms of the Agreement.

9. In the event that the Client has failed to provide the necessary information or instructions for the delivery of the goods or refuses their acceptance, the goods in casu shall be held at his disposal and for his account and risk. Case pertaining, the Client shall be held liable for all additional costs, for instance and non-limitative: storage charges, futile transportation costs, loss of time, administrative costs, and the like.

10. When the Agreement pertains to work activities on location, the Client shall ensure that the tasks can be started in due time, amongst others, that the work location be made readily accessible to BLUE MOON's personnel, to collaborators appointed by BLUE MOON, and with regard to the goods to be delivered. Further, the Client shall ensure the availability of necessary electrical current and connections and proper illumination of the work stations, and, if needed, make available such auxiliary equipment as height workers and scaffolding and to ascertain that no work activities by third parties hinder or delay work performed by BLUE MOON personnel. The Client shall be liable for all additional costs should the afore-mentioned conditions not be satisfied.

11. For what concerns all exports to destinations outside of the EU, both regarding sales and leases, and given the fact that the deliveries are invariably made EXW Aartselaar, it shall be incumbent on the Client to provide BLUE MOON without delay with the required customs papers (for sales = the form 'Single Administrative Document', for leases = the form 'Single Administrative Document' or ATA carnet in proof of temporary export). All costs associated with these (temporary) exports shall be charged to the Client.

Article 4 – Amendment and cancellation of the Agreement

1. Barring a provision otherwise in the present general conditions, Agreements between BLUE MOON and the Client can only be amended by mutual consultation and in writing.

2. Without prejudice to any other rights or legal means, BLUE MOON shall be entitled to proceed to the immediate cancellation of the Agreement(s), without prior judicial intervention, in the following instances:

- In case the Client fails to abide by any of his obligations under the terms of the Agreement;
- In case, following the conclusion of the Agreement, BLUE MOON becomes aware of serious and related indications that the Client will be unable to comply fully with his obligations to her;
- In case the Client neglects to timely and satisfactorily post the security required by BLUE MOON to ensure his compliance with his obligations to the latter;
- In case of bankruptcy, liquidation, insolvency, or suspension of payment of or by the Client, or the submission by the Client of a voluntary application for legal reorganisation (in the meaning of the Belgian Law of 31 January 2009 concerning the continuity of companies), on condition, however, in the latter case, that the Client has failed, within thirty (30) days following a request by BLUE MOON to that effect, to confirm that he will continue the implementation of the Agreement and compliance with all of his obligations under its terms.

3. Without prejudice to any other rights or legal means, the Client shall be entitled to proceed to the immediate cancellation of the Agreement(s), without prior judicial intervention, in the following instances:

- In case BLUE MOON fails to abide by any of his obligations under the terms of the Agreement; after the Client has placed BLUE MOON in default by registered letter to that effect and has given a final grace period of at least 10 business days to still fulfil her obligations;
- In case of bankruptcy, liquidation, insolvency, or suspension of payment of or by BLUE MOON, or the submission by BLUE MOON of a voluntary application for legal reorganisation (in the meaning of the Belgian Law of 31 January 2009 concerning the continuity of companies), on condition, however, in the latter case, that BLUE MOON has failed, within thirty (30) days following a request by the Client to that effect, to confirm that she will continue the implementation of the Agreement and compliance with all of her obligations under its terms.

4. In case of cancellation pursuant to article 4.2. supra, all demands for payment from BLUE MOON to the Client shall become immediately due and collectable and it shall be incumbent on the Client to return, within 24 hours following receipt of a written notification by BLUE MOON to that effect, all goods delivered or made available to him by BLUE MOON. Without prejudice to any other right held by BLUE MOON, BLUE MOON and/or one or several of her appointees shall be entitled to access the premises where BLUE MOON's goods are being kept in order to repossess them, this in the event the Client fails to return such goods without 24 hours as requested. To this end, the Client shall at the first simple request lend his full cooperation.

5. In case the Agreement be unilaterally terminated prior to its completion by, or at the charge of, the Client, even partially, for a reason other than stated in article 4.3. of the present general conditions, the Client shall be liable to pay BLUE MOON a fixed compensation of 50% of the total contracted amount due, with a minimum of 250,00 EUR, without prejudice to BLUE MOON's right to claim a higher indemnity if able to demonstrate greater real damages. In case BLUE MOON has already fully implemented the Agreement, the entire contracted amount due shall be payable. Failure by BLUE MOON to fully implement the Agreement, following the cancellation by the Client, shall result in a total loss of the works guarantee.

Article 5 – Advisories and data

1. BLUE MOON shall give advice to the best of her knowledge. BLUE MOON shall not accept any liability for (verbal or written) advice proffered.

2. Advice given by BLUE MOON can never release the Client from his own obligation to conduct his own study with regard to the suitability of the goods and their purpose to realise the results he wants to achieve. The same caveat holds true for what concerns data regarding the composition of goods and their applicability.

Article 6 – Invoicing and payment

1. Barring written agreement otherwise, all invoices from BLUE MOON are payable in cash in Euro currency to BLUE MOON's registered offices. All due amounts must be paid without deduction, discount, or offset by deposit or transfer to a bank account indicated by BLUE MOON.

2. In case the Client has been granted payment terms, such terms shall in good right and without the need for a default notice lapse by the simple fact of partial or late payment of one interim instalment, and the total still outstanding balance shall become immediately due, increased by the applicable costs and arrears interests, to be counted as of the original due date of the invoice(s) for which the payments terms were granted.

3. To be admissible, complaints or disputes concerning the billing need to be submitted to BLUE MOON within 7 business days following the invoice date, in writing via registered letter. Any dispute by the Client of an invoice or any part thereof, for whatever reason, does not entitle the latter to hold back payment of the overdue invoices, not even partially.

4. In the event of late payment, an arrears interest of 12% per annum shall, in good right and without prior notice of default, be charged on all still outstanding amounts, as of date of invoice. Furthermore, an additional fixed compensation of 10% on the invoiced amount shall be due, with a minimum of 250,00 EUR, without prejudice to BLUE MOON's right to claim a higher compensation if greater real damage can be demonstrated. Payments made by the Client shall invariably first serve for payment of all due interests and costs and subsequently for payment of invoices that are the longest overdue, even if the Client indicates that the payment pertains to a later invoice.

5. Bank drafts, cheques, transfers, payment by third parties, or credit grants shall not result in novation or in any amendment to the provisions in the Agreement.

6. BLUE MOON and the Client are agreed that between all of their reciprocal claims immediate compensation shall become effective from the date the respective claims arise, including the still uncertain, overdue, or collectable claims and all claims that depend on a future condition, amongst which also all due compensations claimed for any and all reasons (inclusive of the claimed amount, costs or expenditures), and this pursuant to the Law of 15 December 2004 concerning financial securities.

Article 7 – Liability

1. Notwithstanding any contrary or deviating provisions in the Agreement, and except in cases of fraud, wilful error, or serious fault on BLUE MOON's part, the parties are agreed that BLUE MOON shall not, or cannot, be held, liable for compensation to the Client for any intangible, indirect, or consequential damage of whatever kind, and regardless of what may have caused it (including but not limited to: loss of profit, loss of turnover, production restriction, administrative or personnel costs, a rise of general costs, loss of clientele or claims by third parties, damage to, or loss of, data, loss of goodwill or compromise of reputation). Notwithstanding any contrary or deviating provisions to and from the above in the Agreement, and except in cases of fraud, wilful error, or serious fault on BLUE MOON's part, the parties are agreed that BLUE MOON's total liability for direct loss, costs or losses suffered by the Client, arising from the implementation, or the incorrect implementation of the Agreement by BLUE MOON, shall in any case be limited to 50% of the price agreed upon (excl. VAT), as provided for in the accepted offer or in the Agreement.

2. The Client shall indemnify BLUE MOON for any and all damage that BLUE MOON might or could suffer in consequence of claims by third parties (including his insurer) related to the goods or services delivered or performed by BLUE MOON, including therein: third party claims (including BLUE MOON collaborators that have suffered damage resulting from the Client's activities or his negligence or the goods delivered or services performed or from the unsafe situations created by him, or resulting from a defect in the products or services delivered or performed by BLUE MOON that were altered through additions thereto by the Client, or used by him together with other products or services.

3. Without prejudice to the above, the Client hereby explicitly acknowledges that BLUE MOON shall in no wise be responsible for what concerns alterations made by the Client or third parties to, or the incorrect and improper use of, the delivered goods.

Article 8 – Force majeure

1. Notwithstanding any contrary provisions in these general conditions, BLUE MOON shall not be held liable vis-à-vis the Client for any loss or damage that the Client might or could suffer as a direct or indirect consequence of the fact that the delivery of goods or performance of services by BLUE MOON is being obstructed, delayed, or made impossible, considerably more difficult, more expensive, or non-profitable by circumstances or events beyond BLUE MOON's reasonable control, amongst which (but not limited to) force majeure, war, terrorism, threat of terrorism, riots, strikes (inclusive of a strike within BLUE MOON's own organisation), lock-outs, commercial disputes or labour unrest, accidents, failure of machinery, conflagrations, flooding, storms, problems or increased costs to find qualified workers, materials, base products, or transport.

2. BLUE MOON's obligations shall be suspended for as long as the force majeure situation endures. If this situation exceeds a period of 14



days, both parties shall be entitled to cancel the Agreement without, in that case, any obligation to pay cancellation compensation on either part.

3. In case BLUE MOON, on cancellation of the Agreement for reason of force majeure, has already partially fulfilled her obligations, or is only able to fulfil these obligations partially, she shall be entitled to invoice separately the already completed work and/or the remaining part of the contract that she is still able to complete, and the Client is held to settle this invoice as if it pertained to a separate Agreement.

Article 9 – Security

1. The Client accepts and gives his explicit consent to the fact that the BLUE MOON premises are under active surveillance of alarm, security, and detection systems, including camera surveillance. Given the valuable assets present on the premises, such security measures are required. BLUE MOON cannot, however, guarantee that this equipment remains invariably in good working order or is functioning. BLUE MOON needs to process the images and shall do so conform to the legislative provisions in force. The Client accepts that BLUE MOON can use these images for legal purposes, e.g., as evidence in court. The Client herewith gives his explicit consent to BLUE MOON to use images that might show the Client's presence. The retention time of the recorded images shall never exceed 31 days, except in cases when such images can serve as evidence of a crime or demonstrate overload, prove damage, or identify an offender, a disturber of the peace, a witness, or a victim.

Article 10 – Applicable law – Competent jurisdiction

1. All queries and disputes concerning the validity, interpretation, implementation, execution or termination of these general conditions or any offer, order, agreement pertaining are governed by and interpreted pursuant to Belgian law. The application of the Vienna Sales Convention is explicitly excluded.

2. The Client acknowledges explicitly that, in case of dispute that cannot be settled amicably, solely the competent Courts of Antwerp, Department Antwerp, shall have the jurisdiction to hear and entertain the case. In the event the dispute falls under the exclusive jurisdiction of the Justice of the Peace Court, the Justice of the Peace Court Judge of the 5th District of Antwerp shall rule on the case.

3. Without prejudice to any other provision in these general conditions, any claims by the Client arising from, or related to, the present conditions, or any related offer, order, or agreement, shall in any event lapse after a limitation term of six (6) months counting from the date of BLUE MOON's fulfilment of the delivery of the goods and/or performance of the service.

CHAPTER II – SPECIAL PROVISIONS APPLICABLE TO SALES, CONTRACTING, LEASING, SERVICES, AND REPAIRS

Article 11 – Sale and contracting

1. BLUE MOON shall retain full ownership of the goods until the total and final payment of the agreed price, case pertaining, increased by any possibly transportation costs, taxes, fixed compensations and arrears interests. Until that time, BLUE MOON shall retain the right to demand full payment, regardless of ongoing partial payments. Until this full and final settlement, the Client shall be wholly prohibited to sell, donate, lease or loan, pledge as collateral, use for mortgage purposes, or encumber the delivered goods in any way, process or incorporate them into a real property, transfer or use them as a contribution either for free or at a consideration. BLUE MOON and/or her appointees shall be entitled to access the premises (of the Client or third parties) where the goods are located in order to repossess them on the basis of what is stated in this article should the Client fail to comply with his obligations. The Client shall at BLUE MOON's first simple request lend his full cooperation.

2. BLUE MOON shall not be held responsible for any evident visible defects which the Client himself has noticed or could reasonably have been expected to notice at the time of delivery. In order to be admissible, complaints regarding visible defects need to be reported by the Client in writing within one (1) calendar day following delivery, and in any event before the goods are used. All other complaints related to sold goods need to be reported to BLUE MOON in writing and this within a term of eight (8) calendar days after delivery. In order to be valid, complaints related to the delivered goods need always to be dispatched by registered letter and sent by fax or e-mail within the foregoing time limit.

3. In the case of total or partial works contracts, the delivery shall be carried out tacitly when goods are delivered in their entirety or partially and taken into service without reservation, or when the Client or third parties themselves perform additional work on the delivered goods or take possession of them without reservation. The acceptance by delivery covers all visible defects. Given the nature and the activities performed by BLUE MOON, the delivery and acceptance of the contracted works is conducted at one time in one phase, which is at the same time considered immediate and final.

4. BLUE MOON shall only be held liable for the work performed by a sub-contractor engaged by her in the case it pertains to clear and direct sub-contracting. From the moment BLUE MOON is not permitted to select a sub-contractor of her own choice, or from the moment it appears in the course of the works activities that the Client is directly approaching the sub-contractor, any and all of BLUE MOON's liabilities shall lapse, so that any possible subsequent billing shall be considered exclusively as technical processing. It shall not be possible for the Client to make his own commitments vis-à-vis BLUE MOON subject to documents, data, or calculation methods pertaining to the sub-contracting contract, barring explicitly agreement otherwise. The Client shall assume responsibility for the location of delivery and the utility provisions (e.g., availability of electrical current, water, and heating). The Client shall also be responsible for compliance with all relevant legislative provisions pertaining to the use of the goods.

5. Without prejudice to any other provision in the present general conditions, BLUE MOON can never be held responsible for more than

the responsibilities of suppliers and sub-contractors towards BLUE MOON herself, or held liable for a guarantee exceeding the guarantee she herself was given.

6. BLUE MOON shall not give any warranty on the sale of second hand goods. The Client shall buy the goods in the condition in which they are found at the time, without any liability or warranty on BLUE MOON's part.

Article 12 – Leasing and services (finished productions)

1. By the term "Client" is likewise understood the "Lessee".
2. In the event BLUE MOON is unable to comply with her delivery obligations, for whatever reason, she shall accordingly inform the Client without any delay and propose possible alternatives. Should the Client refuse to accept these alternatives, he shall only be entitled to cancel the agreement without incurring any costs. Any further liability or compensation on the part of BLUE MOON shall be excluded.

3. BLUE MOON or, case pertaining, her associated enterprises, shall at all times retain ownership of the leased goods. The Client shall use the goods solely for the purpose for which they are intended. The Client shall offer BLUE MOON the guarantee that he is familiar with the safe and correct use of the goods. The Client shall handle the goods with all due care and ensure their storage inside a suitable and secure location.

4. The Client shall at any and all times assume all risks, likewise in the event of force majeure, of damage to, loss or theft of the leased goods, until the time they are returned to BLUE MOON's warehouses. The Client shall inform BLUE MOON without delay of any damage to, or loss of, the leased goods and immediately return any damaged goods to the latter. Likewise, the Client shall, in case of theft or vandalism, immediately inform the police accordingly at the location where the theft or vandalism took place, with a copy of this report sent to BLUE MOON. The Client shall compensate BLUE MOON for the costs of repair or replacement of the leased goods and for the loss of leasing proceeds during the period required for such repairs or replacement, and this for the duration that this period exceeds the leasing period. Any theft of, or damage to, the leased goods in the course of the leasing term, or thereafter, shall in no wise discharge the Client from his payment obligations to BLUE MOON under the terms of the Agreement concluded for the leasing of the said goods.

5. It shall be incumbent on the Client to insure the leased goods in his own name and at his expense during the entire lease/availability term, and this for the full price of the goods when new, against all possible risks, including but not limited to: all destruction or damage of whatever nature, as well as loss, theft and/or handling by third parties, material break-down, all leasing risks and unlimited third party liability. The Client shall, at BLUE MOON's first simple request, provide a copy of the insurance coverage thus concluded and proof of payment of the insurance premium. Should it appear that the Client has failed to take out this required insurance coverage, he shall be held personally liable as a result.

6. The Client undertakes to inform BLUE MOON without delay, by registered letter and by fax or e-mail if the leased goods have either wholly or partially:

- been seized by third parties. The Client further undertakes to inform the party attaching the goods without delay and by registered letter that the seized goods are the property of BLUE MOON. In this case, the Client shall be entirely responsible for the costs of the procedure to restore the seized goods.
- been involved in an accident resulting in material damage or personal injuries or in a civil or criminal procedure.
- or have for any other reasons been claimed, loaned, stolen, or damaged.

7. The Client shall assume responsibility for any and all damage inflicted upon third parties by BLUE MOON goods, regardless of their condition. The Client shall take out insurance coverage against any damage caused by his own actions or defects of the goods. The Client shall indemnify BLUE MOON against any claims by third parties that for such reasons may be lodged against her or her appointed agents.

8. The Client shall at all times grant BLUE MOON or one of the latter's empowered agents access to the buildings or locations where the goods are kept, in order to inspect their presence and conditions. BLUE MOON shall at all times be entitled to remove the goods from the Client's premises or from the premises of the party that is keeping them, if the Client fails to comply with his obligations. To this end, the Client needs to lend his full cooperation.

9. All leased goods have been and are to be inspected in keeping with the legal provisions obtaining. The Client is himself responsible for all of the required inspections on location and for all permits and/or permissions needed for the use of them. He is also required to comply with all regulations relevant to their use.

10. The Client needs to ascertain that the leased goods were delivered to him in good condition. The acceptance by the Client or his transporter without reporting any defect on the consignment note, the receipt, the work order, or any other form of confirmation of receipt shall serve as proof that the shipment was received complete and in apparent good condition. In order to be admissible, complaints related to visible defects to the leased goods must immediately within one (1) calendar day following delivery, and in any event prior to the goods being used, be reported in writing by the Client by registered letter and by fax or e-mail.

11. Every malfunction of the leased goods needs to be reported without delay in writing to BLUE MOON by registered letter and by fax or e-mail on penalty of rejection of the complaint.

12. All goods must be returned in their original condition, in due time and at the latest by the scheduled final date: repairs, alterations, or any other changes made to the goods by the Client or third parties are explicitly prohibited without BLUE MOON's prior written consent, and any and all possible damage and/or costs resulting from such eventual changes shall be charged to the Client. All accessory parts that are missing at the time of the return of the goods shall be deemed to have been sold and be billed at the price of new replacements. When returning the leased goods, the Client may request to be present at their

inspection and demand that a check-joint report be drawn up of any possible damage. This report is to be drawn up in duplicate and signed by both parties, each receiving one copy thereof. In case the Client waives his right to this report, he thereby declares his acceptance of any future report of damage that will be drawn up unilaterally by BLUE MOON after inspection of the goods.

13. Late return of the leased goods shall at all times be charged as a new leasing period, increased by the associated costs obtaining.

14. Early return shall not result in any price reductions; the agreed price for the total lease period will be charged.

15. BLUE MOON shall be entitled to ask the Client to post a guarantee and reserves the right to offset any overdue leasing payments by draws on this amount, as well as for what concerns the costs of repair and/or cleaning of the leased goods.

16. In the case of finished productions (including services and personnel made available by BLUE MOON), the same conditions as those stated in this article 12 shall be in effect.

Article 13 – Repairs

1. By submitting a Return Merchandise Authorisation (RMA) application, the Client states his agreement with the present general conditions.

2. By the submission of an RMA application, the Client states his agreement that BLUE MOON will charge the costs for making up a price offer, even if the Client should refuse said offer.

3. All stated repair and/or maintenance terms are purely indicative.

4. BLUE MOON shall not be responsible for improperly or non-packaged goods and likewise not be held liable for any possible damage resulting from such neglect. When the Client does not use the original packaging of the goods, he shall assume the risk of damage to them during their return to BLUE MOON.

5. If, following receipt of the device for repair and/or maintenance, additional latent or other defects not reported by the Client are found, BLUE MOON shall draw up a new offer and present it to the Client for approval.

6. With every order of repair, adaptation, or maintenance, the Client shall be responsible for saving any data that may be stored on the device. BLUE MOON cannot be held responsible for loss of and/or damage to such data.

7. The return of accessories that are not mentioned on the RMA application cannot be demanded.

8. BLUE MOON shall insure the materials for repair and/or maintenance entrusted to her by the Client against fire and theft for the duration that they are kept in her possession. BLUE MOON explicitly excludes any other liability on her part and, in any event, such liability shall remain limited to the guarantee that is covered by the aforementioned insurance.

9. The manufacturer's warranty conditions shall apply to all devices under such warranties. All costs for repairs and/or maintenance performed by BLUE MOON and that are not covered under the manufacturer's warranty shall be charged to the Client. Devices that are repaired under warranty shall, following their repair, be returned at BLUE MOON's charge.

10. The pick-up or receipt of devices by the Client or his empowered agent shall always serve as approval of the condition in which the device is found at that time. In order to be admissible, complaints regarding visible defects must be reported without delay by the Client within one (1) calendar day following pick-up /receipt, and in any event prior to using the devices, in writing by registered letter and by fax or e-mail.

11. In case the Client fails to pick up the device for a period of 1 month following its repair and/or the drawing up of the related offer, BLUE MOON shall be entitled to sell the device and to deduct all of her costs from the realised net sale proceeds (exclusive of VAT). The remaining balance, if any, shall be deposited to the bank account indicated by the Client.

12. Repairs made by BLUE MOON shall be covered by a three-month warranty term, with this proviso that said warranty shall be limited to only the parts used for the repair and to the repair works themselves.