

Terms and Conditions of Sale

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1. Purpose

These Terms and Conditions of Sale (hereinafter "TCS") or of provision of services are provided by RIIOT LABS, a limited company, registered in the register of legal entities of Liège under number 632.935.490, with its head office established at 16 rue Bois Saint-Jean, 4102 OUGREE (Belgium), hereinafter referred as "RIIOT LABS", "us" or "we");

RIIOT LABS specializes in the manufacture and sale of products related to swimming pools and offers, among other things, connected items and accessories, as well as the provision of services and applications thereof (hereinafter the "Products").

RIIOT LABS offers its Products for sale to customers through the Riiot Labs | Store site, available at store.riiotlabs.com (hereinafter the "Site").

2. Application and opposability of the TCS

These TCS apply to all Product orders placed on the Site by the customer, acting for professional purposes (hereinafter the "Customer" or "you") starting from September 1st, 2016; they exist to govern the contractual relations between RIIOT LABS and the Customer.

The fact of a physical or legal person ordering on the Site implies full and complete acceptance, without restriction or reservation, of these TCS. They are accessible at any time on the Site and shall prevail, where necessary, over all other versions and over the Customer's own terms and conditions of purchase or other.

RIIOT LABS reserves the right to modify these TCS at any time. In this case, the TCS applicable will be those in force on the date of the order by the Customer.

3. Prices – Terms of payment

Current prices are in EUR, excluding VAT. Any increase in VAT or any new tax imposed between the time of the order and delivery will be borne by the Customer.

Prices do not include shipping fees.

Unless agreed in prior trade agreements, the full price of purchases must be paid at the time of the order, by secure direct payment or by bank transfer, using the details given in the order confirmation e-mail. Any costs related to bank transfers will be borne exclusively by the buyer.

If it is the case that the full price of purchases is not paid concurrently with the order, the payment will be due in accordance with the parties' agreement, and failing any agreement, within 30 days of the order. Any amount outstanding on the due date will produce, by law and without formal notice being given thereof, default interest in accordance with the law of August 2nd, 2002, on combating the late payment in commercial transactions. The delivered Products remain the property of RIIOT LABS until full payment of the price.

4. Delivery

Delivery will be performed in the way defined by RIIOT LABS, unless otherwise agreed in writing. In this case, the Products will be shipped at the expense, risks and dangers of the Customer, excluding fraud or gross negligence on the part of RIIOT LABS.

RIIOT LABS manages the shipment of the Products ordered on the Site and is responsible for providing the Customer with the carrier's information, including their name, the parcel number, the date and the delivery time slot insofar as possible.

Delivery charges are to be borne by the Customer and are added to the price of the order unless otherwise specified on the Site. They are calculated according to the size, weight and location of the delivery.

The products ordered are delivered to the delivery address specified by the Customer when ordering on the Site.

RIIOT LABS strives for the shipping and transportation procedures to be performed in the best conditions and as quickly as possible.

Delivery times shown on the Site are strictly indicative. The responsibility of RIIOT LABS shall not be engaged unless the delay is significant due to our gross negligence. RIIOT LABS reserves the right to cancel orders, without compensation, if a case of force majeure prevents the normal execution thereof. Events involving strikes, shortage of transport, fire, flood, damage to equipment, riots, war, epidemics, accidents, either regarding RIIOT LABS or one of its suppliers, will be considered as cases of force majeure even if they are only partial, and whatever their cause. This list is not exhaustive.

5. Claims and customer services

For any request of information, clarification or for any claim, the Customer may contact the Customer service of RIIOT LABS, in order to allow it to respond to questions and complaints, and to try to find an amicable solution.

The Customer services of RIIOT LABS are available from Monday to Friday, from 9:00 a.m. to 5:00 p.m. (CET) by using the Site or e-mail: support.pro@riiotlabs.com.

However, unless a complaint is made by e-mail to support.pro@riiotlabs.com, at the latest within [3] calendar days of delivery, the Customer, by receiving or accepting the products, specifically recognizes that they correspond to his/her order and are free from apparent defects.

After this time, no further claims for apparent defects will be taken into account; that is to say, for defects that it was possible for the Customer to identify upon delivery or within [5] calendar days thereof through an attentive and serious test of the Products, including those relating to the characteristics and operation of the Products.

6. Guarantees of Products & Consumables

We guarantee the Products & Consumables sold through our Site against hidden defects for a period of 24 months for Products and 12 months for Consumables (batteries, probes, ...) from delivery, on the following conditions.

The guarantee can be implemented only if the following conditions are met:

- The defect makes the Product significantly unfit for the purpose for which it is normally intended, such as the purpose described on the Site;
- The Product was set up and placed in an inappropriate way;
- The Product is used under normal conditions; the guarantee may in particular not apply in the event where the Product is used under abnormal or special conditions which are not expressly mentioned on the Site, in the event of poor maintenance, of modification, of disassembly or of repair of the device by a person who is not professionally qualified to do so.

In order to be able to invoke the benefit of the guarantee, the Customer must notify RIIOT LABS of any claim relating to hidden defects by electronic mail, at the e-mail address support.pro@riiotlabs.com, within a maximum of [15] days after the defect is discovered or ought to reasonably have been discovered.

This guarantee is limited, at the choice of RIIOT LABS, to free repair (parts and labor) or replacement of the defective Product. The Customer will not be entitled to any further compensation.

The buyer must, at his/her expense and risk, return the defective Product to the facilities of RIIOT LABS for it to be repaired or replaced. RIIOT LABS will bear these return fees and the cost of redelivery to the Customer if the Product to which the guarantee applies is found to be defective.

7. Privacy and intellectual property

In accordance with the law of December 8th, 1992, on the processing of personal data and other binding provisions of Belgian law in this area:

Personal data communicated to RIIOT LABS are processed by it to manage its customers, which includes the management of pre-contractual and contractual relations with its customers and information regarding them, as well as for the purpose of commercial market research (direct marketing).

All personal data necessary to process an order are kept by RIIOT LABS or its employees and may be shared with companies with which RIIOT LABS works, when such communication is necessary to process the order.

Moreover, the Customer allows RIIOT LABS to use these data to create statistics in order to improve its site, goods and service it offers.

This information can also be used to allow the dissemination, by any means of communication, of information about the business activities of the seller to its customers.

RIIOT LABS keeps personal data to facilitate subsequent orders.

These data may also be processed for commercial, promotional purposes, and for market research purposes, as well as to inform the Customer about our products and services. These data can be transmitted by RIIOT LABS to companies directly or indirectly related to RIIOT LABS, or to companies which RIIOT LABS may call on with the aim of carrying out its obligations under these TCS.

Under the law of December 8th, 1992, the Customer has a right of access to and rectification of his/her personal data in the files of RIIOT LABS, as well as the right to oppose any use of his/her data for direct marketing purposes. This right may be exercised at any time, free of charge, upon simple request to RIIOT LABS

by electronic mail at the address: support.pro@riiotlabs.com.

In addition, the Customer has the right to obtain, free of charge, the correction of any inaccurate personal data concerning himself/herself.

[The Site makes use of cookies A cookie is a file, stored on the hard disk of the Customer's personal computer. It is intended to signal a previous visit by the Customer. Cookies are, among other things, used by RIIOT LABS in order to personalize the service offered to the Customer. He/she retains the option of rejecting cookies by configuring his/her web browser.]

[Certain pages on the Site may sometimes contain electronic images or « web beacons » to count the number of visitors to the page. These web beacons may be used with some of the partners of RIIOT LABS, particularly in order to measure and improve the effectiveness of certain actions. Information obtained through these beacons are merely used to collect statistics on traffic to certain pages of the Site, and to better serve the Customer.]

All elements of the RIIOT LABS Site are the intellectual and exclusive property thereof.

Nobody is allowed to reproduce, use, repost, or use for any purpose whatsoever, even partially, elements of the Site, be they software, visual or sound effects.

The name RIIOT LABS, the design of the Product and any other intellectual property of the Products are and shall remain the property of RIIOT LABS.

8. Liability

From delivery, RIIOT LABS will no longer assume any liability other than those referred to in articles 5 and 7 of these TCS.

In particular, RIIOT LABS will not be required to pay any damages for injury to persons, damage to property separate from the Products sold, lost profits or any other damage directly or indirectly caused by defects or using the Products.

RIIOT LABS cannot be held responsible for any type of damage arising from the total or partial inability to use the Site.

9. Nullity – Applicable Law and Jurisdiction

If, for any reason, any provision of these terms and conditions should be declared inapplicable, this inapplicability shall not affect the application of the other provisions of the terms and conditions. The provision judged inapplicable will thus be replaced by the closest possible provision.

These terms and conditions are governed exclusively by Belgian law. In case of dispute, only the Courts of the judicial district of Liège will have exclusive jurisdiction.

Liège, on January 31th, 2017.

