



# **SALOMON NAKED-EYE 3D LED MEDIA & ADVERTISING LTD ©**

**First and Sole Pro-active 3D LED Media & Ads On Wheels company in Mauritius**

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## **GENERAL TERMS AND CONDITIONS OF SALE**

Applicable to all long-term advertising campaigns on

**SALOMON NAKED-EYE 3D LED MEDIA & ADVERTISING LTD 2024 © platform**

### **i. GENERAL –**

#### **1. Article 1 - Service Provider**

**1.1.** The service provider is Salomon Naked-Eye 3d Led Media & Advertising Ltd providing a service to the Promoter/Client to advertise their adverts through our Naked-Eye 3D “Ads On Wheels” platform.

#### **2. Article 2 - Promoter/Client**

**2.1.** A Promoter/Client is considered to be any individual or legal entity purchasing advertising campaigns on the supports offered by Salomon Naked-Eye 3d Led Media & Advertising Ltd either directly or through an Agent for its own account.

#### **3. Article 3 – Agent**

**3.1.** An Agent is considered to be any individual or legal entity purchasing advertising space on behalf of a Promoter/Client under an Agency Agreement that complies with Mauritian law no. 93-122 of 29 January 1993 ('Mandate'). All Agents shall provide a copy of the Mandate binding it to the Advertiser to Salomon Naked-Eye 3d Led Media & Advertising Ltd before or on placing an Order.

#### **4. Article 4 - Orders - Booking**

- 4.1.** Order means the signing of a purchase order and/or the Special Terms and Conditions of Sale for advertising on one or more networks by a Promoter/Client and/or its Agent. All Agents shall provide Salomon Naked-Eye 3d Led Media & Advertising Ltd with a certificate from the Promoter/Client confirming its mandate at the latest on placing an Order. The Mandate shall be deemed open-ended until notification to Salomon Naked-Eye 3d Led Media & Advertising Ltd of its termination by the Promoter/Client by registered letter with advice of receipt.
- 4.2.** The service provider reserves the right to market, invoice, and collect, directly or indirectly through the intermediary of the sales representative(s), the space allocated to long-term advertising.
- 4.3.** All advertising space reservations must be the subject of a written, dated, and signed order upon selection of the advertising space.
- 4.4.** The service provider shall notify its acceptance of the order to the Promoter/Client or its purchasing agent as soon as it is received. The advertising space is offered subject to availability for the period chosen by the advertiser upon receipt of its order.
- 4.5.** In the event of total or partial unavailability, the order shall be modified by replacement proposals which the Promoter/Client has the right to refuse. Similarly, for an unavailability occurring between the acceptance of an order and the date of performance, in the event of refusal by the advertiser, the amount shall be reduced by the amount of the advertising spaces not replaced.



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- 4.6. The concerted modification or deletion of all or part of the order shall not result in the payment of compensation by the service provider
- 4.7. For any Promoter/Client and/or its Agent, Orders are placed by signing, within fifteen (15) days of the firm reservation of the Network(s), a dated purchase order mentioning the following:
  - 4.7.1. The name and exact address of the Promoter/Client, as well as the address for invoicing;
  - 4.7.2. The name and exact address of the Agent, where applicable;
  - 4.7.3. The precise nature of the product and/or service and/or brand to be displayed/broadcast;
  - 4.7.4. The start and end dates for the advertising;
  - 4.7.5. The gross amount, excluding taxes and duties, of the advertising campaign;
  - 4.7.6. The discount terms relating to the Order;
- 4.8. The additional costs provided for in Article 7 below;
  - 4.8.1. Payment terms.
    - 4.8.1.1. Displays offered are always subject to availability on receipt of the Order signed by the Promoter/Client and/or its Agent.
    - 4.8.1.2. If unavailable, alternative proposals may be submitted to the Promoter/Client and/or its Agent. If the purchase order is not signed within the deadlines mentioned above, the Units may be put back on sale.

### **5. Article 5 - Multi-year service provision**

- 5.1. Full payment for each year shall be made in full on the date the order was signed.
- 5.2. In the event of non-renewal, a request for termination must be made three months before the end of the contract by registered letter with advice of receipt, otherwise the latter shall be automatically renewed for one year.
- 5.3. This notice period is reduced to two months for six-month long-term advertising.

### **6. Article 6 - Validity**

- 6.1. A Contract shall only be deemed validly entered into once the Order has been signed by Salomon Naked-Eye 3d Led Media & Advertising Ltd, the Promoter/Client and/or its Agent ('Party (ies)'), accompanied, in the latter case, by the Mandate.
- 6.2. Therefore, the Promoter/Client's or its Agent's failure to return one (1) of the two (2) original copies of the Order duly initialled and signed within fifteen (15) working days after being sent by Salomon Naked-Eye 3d Led Media & Advertising Ltd, may result in the as of right forfeiture of previously negotiated terms at the initiative of Salomon Naked-Eye 3d Led Media & Advertising Ltd.
- 6.3. Under no circumstances shall failure to sign the Order and/or Mandate by the Promoter/Client and/or its Agent be attributed to Salomon Naked-Eye 3d Led Media & Advertising Ltd.
- 6.4. The Promoter/Client shall be jointly and severally bound by the commitments made to Salomon Naked-Eye 3d Led Media & Advertising Ltd by its Agent.
- 6.5. Salomon Naked-Eye 3d Led Media & Advertising Ltd reserves the right to refuse any request for correction and/or modification submitted by the Advertiser or its Agent.



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6.6. In accordance with Article 26 below, the Order shall be considered as signed and valid as soon as it has been concluded in the form of an electronic document in the manner described in said Article 26.

### **ii. PRICES -**

#### **7. Article 7 - Prices**

- 7.1. The prices provided in the Commercial Terms and the Special Terms and Conditions of Sale in force shall be those mentioned on the Order placed by the Promoter/Client and/or its Agent.
- 7.2. Prices shall be specified exclusive of duties and taxes.
- 7.3. Prices shall be unique whether or not the Promoter/Client uses the services of an Agent.
- 7.4. Salomon Naked-Eye 3d Led Media & Advertising Ltd reserves the right to change its Prices, its Special Terms and Conditions of Sale, and/or its Commercial Terms at any time.
- 7.5. The Promoter/Client's and/or its Agent's failure to reply within thirty (30) days as of communication by any means of the new Prices and/or new Special Terms and Conditions of Sale, and/or new Commercial Terms shall be deemed acceptance of these new documents and therefore any changes made to the advertising campaign's price.
- 7.6. Prices shall include rental display of adverts as stipulated by the signed contract.
  - 7.6.1. The following shall be charged as a supplement:
    - 7.6.1.1. Costs of in-house adverts production per unit;
    - 7.6.1.2. Costs of adverts upload per unit;
    - 7.6.1.3. Any duties, insurance and taxes;
- 7.7. Existing or future registration fees and taxes due for advertising as well as ancillary costs, shall be paid by the Promoter/Client and its Agent. Salomon Naked-Eye 3d Led Media & Advertising Ltd shall not be held liable as to the principle, the amount, and/or change in such duties, costs, and taxes.
- 7.8. Prices shall include the rental of our platform by advert per unit during the term of the contract.
- 7.9. The Promoter/Client shall make full payment for each year on the date the order was signed for their advertising.
- 7.10. In no case may the Promoter/Client request reimbursement of these costs from the service provider for any reason.
- 7.11. The technical equipment shall always remain the service provider's property, which shall freely dispose of it at the end of the contract.
- 7.12. The service provider shall also collect the amount of all the taxes it pays on behalf of the Advertiser from it.
- 7.13. The costs incurred at the request of the Promoter/Client for the change of all or part of the message, during long-term advertising, shall be invoiced as a supplement along with travel costs. A quotation may be issued at its request.



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### **8. Article 8 - In-House Adverts Production**

- 8.1.** The Promoter/Client shall deliver to the service provider the model and theme of its advertisement to be produced at least fifteen (15) days before the scheduled start date.
- 8.2.** Any late delivery of the model shall not result in postponing the start date scheduled on the order.
- 8.3.** Consequently, the order shall be paid by the Promoter/Client as if the installation was made on the scheduled date without being able to request an extension of the long-term advertising period.
- 8.4.** The Promoter/Client shall pay the technical costs to design and create the production of the advert campaign and the uploading fee.

### **9. Article 9 - 'Third' 3<sup>rd</sup> Party company Adverts Production**

- 9.1.** The Promoter/Client shall deliver to the service provider the finished and final advertisement to be publish on our platform at least seven (7) days before the scheduled start date.
- 9.2.** Any late delivery of the model shall not result in postponing the start date scheduled on the order.
- 9.3.** Consequently, the order shall be paid by the advertiser as if the installation was made on the scheduled date without being able to request an extension of the long-term advertising period.
- 9.4.** The Promoter/Client is fully liable for the content of the message and for all third-parties rights over the design and manufacture of the message.
- 9.5.** The Promoter/Client shall pay the technical costs for the uploading fee.

### **iii. INVOICING AND PAYMENT -**

### **10. Article 10 – Invoicing - Payment**

- 10.1.** Invoices shall be issued at the end of each advertising campaign.
- 10.2.** Invoices shall be established and prepared in the Promoter/Client's name and shall be sent directly to it.
- 10.3.** However, the Promoter/Client shall be entitled to ask Salomon Naked-Eye 3d Led Media & Advertising Ltd to send a copy of the invoice to the Agent, it being specified that the original shall be simultaneously sent to the Advertiser.
- 10.4.** In this case, the Promoter/Client shall make the payments to its Agent under its responsibility without this transaction being binding on Salomon Naked-Eye 3d Led Media & Advertising Ltd which shall retain, as appropriate, the right to directly request payment of any sums due from the Promoter/Client, even if they have already paid to its Agent.
- 10.5.** Invoicing with VAT and tax shall be sent in an original copy to the Promoter/Client with a copy to the agent, if the latter is responsible for payment. The date of this invoice shall form the basis for the payment terms. Invoicing shall be annual. When the Promoter/Client has instructed its agent to settle the invoices by an express provision in the mandate, the agent shall be jointly liable for the amounts due to the service provider for the performance of the orders placed through it.
- 10.6.** The payment terms above shall be enforceable against it. As such, it shall be responsible for making payments according to the applicable terms, without the delivery of a bill of exchange releasing the



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Promoter/Client, principal debtor, from its debt towards the service provider. Failure to comply with the payment terms shall entitle the service provider to contact the Promoter/Client directly without being required to send formal notice to the agent reminding it to meet the obligations undertaking in the name and on behalf of the Promoter/Client.

- 10.7.** In the event of late payment, late payment penalties shall be calculated, without the need for a reminder letter, from the invoice's due date until the date payment is effectively made. These penalties shall be payable on receipt of the notice informing the Promoter/Client and/or the agent that they have been charged.
- 10.8.** In the event of non-payment recorded after reminders not followed up with effect and after formal notice by recorded delivery with advice of receipt, the advertiser and/or its agent shall pay as compensation for the prejudice suffered equal to fifteen (15) percent of the principal remaining due, the legal collection costs being borne by the debtor.
- 10.9.** In addition, in the event of non-compliance with the terms of payment of invoices and after formal notice by recorded delivery with advice of receipt remaining with effect, Salomon Naked-Eye 3d Led Media & Advertising Ltd reserves the right to terminate, without notice or compensation, any order in progress. The advertiser shall be liable for the full price of the campaigns already installed.
- 10.10.** However, the long-term advertising covered by the order shall, as the case may be, be maintained and implemented provided that the administrator or the liquidator and the advertiser undertake to pay the price in accordance with the general and specific terms of this order.

### **11. Article 11 - Payment**

- 11.1.** The invoice shall be paid no later than forty-five (30) days from the end of the month of the date Salomon Naked-Eye 3d Led Media & Advertising Ltd's invoice is issued and regardless of the issue date of any call for funds from the Agent.
- 11.2.** Payment may be made by cheque, bank transfer, or accepted or domiciled bills of exchange.
- 11.3.** The Agents shall guarantee all Orders they place with Salomon Naked-Eye 3d Led Media & Advertising Ltd that might not be paid by the Promoter/Client for any reason.
- 11.4.** Payment on placing the Order may be requested without the application of any discount for:
- 11.4.1.** any new Promoter/Client or Agent;
  - 11.4.2.** any Promoter/Client or Agent for which there has been a previous payment incident;
  - 11.4.3.** any Promoter/Client or Agent with uncertain solvency status.
- 11.5.** The non-payment of an invoice before or on its due date shall result in late payment penalties of ten percent (10%) being charged as of the invoice's due date until payment without a reminder letter being required.
- 11.5.1.** In case of non-payment established after formal notice sent by registered letter with advice of receipt to the Promoter/Client and/or its Agent which remains without effect fifteen (15) days after its receipt or first presentation, Salomon Naked-Eye 3d Led Media & Advertising Ltd shall have the right to cancel Orders for subsequent campaigns as of right, the consequence of which shall be borne by the Promoter/Client without any entitlement to compensation, and to take immediate possession of the reserved sites.



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**11.5.2.** The Promoter/Client shall remain liable for the full price of the campaigns already produced, uploaded, and displayed.

**11.6.** Any breach by the Promoter/Client and/or Agent of the payment terms provided for above shall automatically and as of right result in the strict application of the Prices of that year for the Order in breach and for all subsequent Orders, and the non-application of any discount, rebate, or refund.

**11.7.** All Promoter/Clients or Agents shall be responsible for making their affiliation to a corporate group known before 31 December of the year in which the relevant campaigns are recorded to be entitled to a discount in accordance with the Commercial Terms mentioned above.

### **iv. GUARANTEE**

#### **12. Article 12 – Liabilities**

##### **12.1. Liability of Salomon Naked-Eye 3d Led Media & Advertising Ltd**

**12.1.1.** Salomon Naked-Eye 3d Led Media & Advertising Ltd shall be solely liable for offences related to the advertising spaces it has provided to the Promoter/Client, except in the case of misconduct by the Promoter/Client and/or its Agent.

##### **12.2. Force majeure**

**12.2.1.** Salomon Naked-Eye 3d Led Media & Advertising Ltd may not be held liable if it is unable to carry out the scheduled advertising as a result of a case of force majeure or other reasons beyond its control and particularly in the event that hurricanes/bad weather for any given period of time.

##### **12.3. Lighting**

**12.3.1.** Salomon Naked-Eye 3d Led Media & Advertising Ltd shall guarantee illuminated advertising within the limits of legal or regulatory provisions restricting advertising lighting on in the case of an event of force majeure.

##### **12.4. Tenders**

**12.4.1.** Salomon Naked-Eye 3d Led Media & Advertising Ltd shall not be held liable for the outcome of any tender, known or unknown at the date of placing the Order, and therefore any total or partial challenge of the marketing of its supports in the cities concerned.

**12.4.2.** Under no circumstances shall the total or partial loss of an invitation to tender constitute grounds to terminate the Contract.

##### **12.5. Liability of the Advertiser and/or its Agent**

**12.5.1.** The price of the Order from 3<sup>rd</sup> party adverts productions shall remain payable by the Promoter/Client and/or its Agent.

**12.5.2.** Salomon Naked-Eye 3d Led Media & Advertising Ltd reserves the right to refuse to display any advertising that is contrary to public order, accepted principles of morality, its code of ethics, contractual obligations agreed with its licensor, and/or any regulations or that could, in any way, result in material and/or moral harm to itself or any company of the group to which it belongs.

**12.5.3.** This refusal shall not constitute a breach of contract; therefore, the Promoter/Client and/or Agent may not claim damages for any prejudice.

**12.5.4.** It shall not be exempted from paying the order of advertising.





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**12.5.5.** In case of non-delivery of compliant content within the deadlines, the campaign start date may be postponed until compliant content is obtained. The campaign end date and financial terms provided for in the Contract shall remain unchanged.

**12.5.6.** All Promoter/Clients and/or their Agents providing Salomon Naked-Eye 3d Led Media & Advertising Ltd with documents, films, digital content and/or objects, shall be presumed to hold the right of reproduction over such elements. Therefore, the Promoter/Client and/or its Agent shall guarantee Salomon Naked-Eye 3d Led Media & Advertising Ltd against any recourse by an individual or legal entity claiming a property right and, more generally, any right of any kind over such elements.

**12.5.7.** In case of damage, loss, or theft of documents, films, digital content, and/or the objects mentioned above during performance of the Contract, as a result of Salomon Naked-Eye 3d Led Media & Advertising Ltd, its liability shall be limited to their value at the manufacturer price.

### **13. Article 13 - Cancellation**

**13.1.** Orders signed by Salomon Naked-Eye 3d Led Media & Advertising Ltd, the Promoter/Client, and/or its Agent shall be binding on these Parties and shall apply until their term, except:

**13.1.1.** In the event of a case of force majeure;

**13.1.2.** In the case of an event beyond the control of Salomon Naked-Eye 3d Led Media & Advertising Ltd, including a decision issued by the by a public authority, administration, any authorised body, or as a result of a court decision.

**13.1.3.** Cancellations of advertisement orders shall be made by recorded delivery with advice of receipt. The order may be cancelled; however, the service shall remain due in full.

### **14. Article 14 - Termination**

**14.1.** Orders signed by Salomon Naked-Eye 3d Led Media & Advertising Ltd, the Promoter/Client, and/or its Agent shall be binding on these Parties and shall apply until their term,

**14.2.** except:

**14.2.1.** In the event of a case of force majeure;

**14.2.2.** In the case of an event beyond the control of Salomon Naked-Eye 3d Led Media & Advertising Ltd, including a decision issued by the "ACA" Association of Communication Agencies of Mauritius during performance of the Order, shortcoming of the Promoter/Client and/or its Agent;

**14.2.3.** In the event that the Promoter/Client notifies, directly or through its Agent, by registered letter with advice of receipt, Salomon Naked-Eye 3d Led Media & Advertising Ltd of its decision to terminate the Order for any reason, it shall automatically and as of right pay Salomon Naked-Eye 3d Led Media & Advertising Ltd the following compensation:

**14.2.3.1.** If termination occurs more than six (6) months before the contractual advertising start date, the compensation to pay Salomon Naked-Eye 3d Led Media & Advertising Ltd shall correspond to half of the price (excluding tax) of the corresponding campaign;

**14.2.3.2.** If termination occurs between two (2) months and six (6) before the contractual advertising start date, the compensation to pay Salomon Naked-Eye 3d Led Media & Advertising Ltd shall correspond to two thirds of the price (excluding tax) of the corresponding campaign;



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14.2.3.3. If termination occurs less than two (2) months before the contractual advertising start date, the compensation to pay Salomon Naked-Eye 3d Led Media & Advertising Ltd shall correspond to the entire price (excluding tax) of the corresponding campaign.

### **15. Article 15 - Removal of advertising**

- 15.1. The Promoter/Client and/or its Agent must confirm with Salomon Naked-Eye 3d Led Media & Advertising Ltd the period of their adverts to be displayed, and when it should be removed in writing to avoid any confusion and misinterpretation.
- 15.2. Salomon Naked-Eye 3d Led Media & Advertising Ltd will automatically programme the system to delete the said adverts from the display
- 15.3. Salomon Naked-Eye 3d Led Media & Advertising Ltd can also automatically schedule for new adverts display per Promoter/Client and/or its Agent authorisation in writing.
- 15.4. All the costs of uploading and displaying an advert is subjected to prior acceptance by Salomon Naked-Eye 3d Led Media & Advertising Ltd and must be paid in advance.
- 15.5. In all cases, the Promoter/Client and/or its Agent shall remain liable for the full campaign price

### **16. Article 16 - Monitoring and the right to use posters, visuals, and/or digital content**

- 16.1. Unless the Promoter/Client expressly informs Salomon Naked-Eye 3d Led Media & Advertising Ltd of its refusal, Salomon Naked-Eye 3d Led Media & Advertising Ltd reserves the right to transmit, for statistical purposes, data intended for monitoring, to reproduce, and/or represent, for documentary and/or marketing purposes, the Promoter/Client's logos, products, Advertisements, and/or brands on all printing products (reviews, magazines, leaflets, brochures, etc.) and on any magnetic, analogue, or digital medium, loading on hard disk or RAM, on-screen display, posting on the Internet, storage in RAM or on hard drive, transmission of the scanned document, and scanning.
- 16.2. As such, the Promoter/Client hereby declares that it is the holder of all rights over the adverts display covered by this contract and, in particular, intellectual property rights (including copyright, trademarks, and designs) of third parties that have been incorporated into said 3D animation.
- 16.3. The Promoter/Client shall inform Salomon Naked-Eye 3d Led Media & Advertising Ltd of any limitation there might be on its rights which could limit the term and scope of the right for Salomon Naked-Eye 3d Led Media & Advertising Ltd to use such Advertisements in the terms mentioned above.
- 16.4. When a marketing study is proposed to the Promoter/Client ('Study') and accepted by the latter, it implicitly gives its consent for Salomon Naked-Eye 3d Led Media & Advertising Ltd to transmit all the elements required to conduct it to a service provider, including those already in its possession and/or those that the Promoter/Client specifically sends it for the purposes of the study (e.g. visuals, gross budget of the campaign, the number of faces). The Promoter/Client hereby acknowledges and agrees that the provider concerned shall keep this data.

### **17. Article 17 – Protection of Personal Data**

- 17.1. Salomon Naked-Eye 3d Led Media & Advertising Ltd as data processing controller, implements automated processing of personal data to manage its relationship with customers and prospects. Such





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processing is based on the performance of the agreement between Salomon Naked-Eye 3d Led Media & Advertising Ltd and the Promoter/Clients.

**17.2.** The data collected is essential for this processing and is used by Salomon Naked-Eye 3d Led Media & Advertising Ltd and, if appropriate, by their subcontractors.

**17.3.** The data will be kept for the duration of the contractual relationship and subsequently in accordance with the applicable limitation periods.

**17.4.** For further information about the processing of personal data implemented by Salomon Naked-Eye 3d Led Media & Advertising Ltd, please consult our Data Protection Policy:

<https://www.salomon3dmedia.com/>

### **18. Article 18 - Assignment**

**18.1.** This contract is personal to the Promoter/Client and relates exclusively to products of the brand specified on the front of this contract. However, in the event of sale or transfer of business occurring less than one (1) month before the publication date, the Promoter/Client shall notify said sale or transfer to the service provider and have these undertakings to the service provider passed on to the purchaser or assignee.

### **19. Article 19 - Transfer and Change of Control**

**19.1.** Under no circumstances may the Promoter/Client transfer its rights and/or obligations under this Contract without Salomon Naked-Eye 3d Led Media & Advertising Ltd.'s prior written agreement.

**19.2.** Similarly, any transfer of shares resulting in a change in control of the Promoter/Client, or any assignment of its goodwill shall be notified to Salomon Naked-Eye 3d Led Media & Advertising Ltd and shall only be enforceable against it insofar as the transferor shall be held jointly and severally liable with the transferee for the payment of any amount due or to become due to Salomon Naked-Eye 3d Led Media & Advertising Ltd.

**19.3.** Salomon Naked-Eye 3d Led Media & Advertising Ltd may freely transfer all or part of its rights and/or obligations under the Agreement to any Salomon Naked-Eye 3d Led Media & Advertising Ltd by any means.

### **20. Article 20 - Support study**

**20.1.** To allow a support study, the service provider reserves the right to disclose the name of the Promoter/Client and the product and the amount of the corresponding order, to the body responsible for this study and its distribution, unless otherwise stated by the Promoter/Client served by recorded delivery.

### **21. Article 21 - Jurisdiction**

**21.1.** Any dispute concerning the existence, validity, performance, or consequences of the Contract shall be submitted to the competent courts of Port Louis to which the Parties give jurisdiction.

### **22. Article 22 - Application of general terms and conditions of sale**

**22.1.** These general terms and conditions shall apply, to the exclusion of all others, to any order



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### **23. Article 23 - Changes**

- 23.1.** All additions, erasures, changes or deletions made to these General Terms and Conditions of Sale, Commercial Terms, and/or the Catalogue that have not been accepted in writing by Salomon Naked-Eye 3d Led Media & Advertising Ltd beforehand shall not be binding on it.

### **24. Article 24 - Disputes**

- 24.1.** In case of dispute or litigation, the commercial courts of the service provider shall have sole jurisdiction even in the event of multiple respondents or the introduction of third parties. This provision conferring jurisdiction is stipulated in the interest of the service provider which may waive it and bring its case before the competent courts by application of ordinary law.

### **25. Article 25 - Agreement on Evidence and Electronic Signature**

#### **25.1. AGREEMENT ON EVIDENCE**

Unless specifically set forth in a special mention and unless evidence to the contrary is presented, the Promoter/Client expressly acknowledges that Agreements signed and exchanged in electronic format as well as letters, documents and other writings exchanged in connection with the negotiation and performance of an Order concluded with Salomon Naked-Eye 3d Led Media & Advertising Ltd are electronic documents within the meaning of Mauritian Law Act 23/2000 of the Electronic Transactions Act 2000 and constitute original documents having the same value and the same probative force as documents on paper.

- 25.2.** They shall also prevail over any other document with identical content (including date); serve as proof between Salomon Naked-Eye 3d Led Media & Advertising Ltd and the Promoter/Client of the medium and the content they represent; justify the consequences and the operations that may result therefrom; shall be admissible as evidence before the competent courts.

#### **25.3. ELECTRONIC SIGNATURE**

**25.3.1.** In accordance with Mauritian Law Act 23/2000 of the Electronic Transactions Act 2000 adapting the right of proof to information technology and relating to electronic signature, Salomon Naked-Eye 3d Led Media & Advertising Ltd, the Promoter/Client, and its Agent expressly agree that the Order or any other contractual document may be concluded in the form of an electronic document. They accept, if necessary, that this document constitutes the original of the document and that it is drawn up and kept by Salomon Naked-Eye 3d Led Media & Advertising Ltd in conditions of a nature to enable its signatories to be duly identified and to guarantee its integrity.

**25.3.2.** Salomon Naked-Eye 3d Led Media & Advertising Ltd, the Promoter/Client and its Agent undertake not to dispute the admissibility, opposability, or probative value on the basis of its electronic nature. Salomon Naked-Eye 3d Led Media & Advertising Ltd, the Promoter/Client and its Agent agree to use an electronic signature process called on the fly, by means of a single-use electronic certificate and constituting a reliable identification process guaranteeing its link with the legal instrument to which it is associated, in accordance with Mauritian Law Act 23/2000 of the Electronic Transactions Act 2000.



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### **26. Article 26 - Changes**

- 26.1.** All additions, erasures, changes, or deletions made to these General Terms that have not been accepted in writing by Salomon Naked-Eye 3d Led Media & Advertising Ltd shall not be binding on it. Salomon Naked-Eye 3d Led Media & Advertising Ltd shall not be deemed to have accepted, even implicitly, the general terms and conditions of purchase of the Promoter/Client and/or the latter's agent.

### **27. Article 27 - Protection of personal data**

- 27.1.** Salomon Naked-Eye 3d Led Media & Advertising Ltd, as data processing controller, implements automated processing of personal data to manage its relationship with customers and prospects. Such processing is based on the performance of the agreement between Salomon Naked-Eye 3d Led Media & Advertising Ltd and the Promoter/Clients.
- 27.2.** The data collected identified with an asterisk is essential for this processing and is used by Salomon Naked-Eye 3d Led Media & Advertising Ltd and, if appropriate, by their subcontractors.
- 27.3.** You have a right to question, access, rectify and delete data of a personal nature concerning you. You also have the possibility of requesting the limitation of the processing of your data or the portability of the data and to define instructions concerning the fate of your data (conservation, erasure, communication) in the event of death.
- 27.4.** These rights are exercised with Salomon Naked-Eye 3d Led Media & Advertising Ltd, by writing to the Legal Department - Data Protection Officer, 31 Richard Miles Brown Street, Sainte-Croix, Port-Louis, MAURITIUS' or by email to DPO – [info@salomon3dmedia.com](mailto:info@salomon3dmedia.com); accompanied by a copy of an identity document. If, after contacting us, you feel that your rights to your data have not been respected, you can submit a complaint to a supervisory authority, such as the ICTA in Mauritius.

### **28. Article 28 - Agreement on evidence and electronic signature**

#### **28.1. Agreement on evidence**

- 28.1.1.** Unless specifically set forth in a special mention and unless evidence to the contrary is presented, the Promoter/Client expressly acknowledges that Agreements signed and exchanged in electronic format as well as letters, documents and other writings exchanged in connection with the negotiation and performance of an Order concluded with Salomon Naked-Eye 3d Led Media & Advertising Ltd are electronic documents within the meaning of *The Data Protection Act No. 20 of 2017* of Mauritius law and constitute original documents having the same value and the same probative force as documents on paper. They shall also prevail over any other document with identical content (including date); serve as proof between Salomon Naked-Eye 3d Led Media & Advertising Ltd and the Promoter/Client of the medium and the content they represent; justify the consequences and the operations that may result therefrom; shall be admissible as evidence before the competent courts.

#### **28.2. Electronic signature**

- 28.2.1.** In accordance with Mauritian Law *The Data Protection Act No. 20 of 2017* adapting the right of proof to information technology and relating to electronic signature, Salomon Naked-Eye 3d Led Media & Advertising Ltd, the Promoter/Client, and its Agent expressly agree that the Order or any other contractual document may be concluded in the form of an electronic document. They accept, if



## **SALOMON NAKED-EYE 3D LED MEDIA & ADVERTISING LTD ©**

**First and Sole Pro-active 3D LED Media & Ads On Wheels company in Mauritius**

**"Coming together is a beginning; keeping together is progress; working together is success.**

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necessary, that this document constitutes the original of the document and that it is drawn up and kept by Salomon Naked-Eye 3d Led Media & Advertising Ltd in conditions of a nature to enable its signatories to be duly identified and to guarantee its integrity. Salomon Naked-Eye 3d Led Media & Advertising Ltd, the Promoter/Client and its Agent undertake not to dispute the admissibility, opposability, or probative value on the basis of its electronic nature. Salomon Naked-Eye 3d Led Media & Advertising Ltd, the Promoter/Client and its Agent agree to use an electronic signature process called on the fly, by means of a single-use electronic certificate and constituting a reliable identification process guaranteeing its link with the legal instrument to which it is associated, in accordance with Mauritian Law *The Data Protection Act No. 20 of 2017*.