

# **BECAFIRE BV**

## **APPENDIX 1 – GENERAL TERMS AND CONDITIONS OF SALE GENERAL TERMS AND CONDITIONS OF SALE – LEGAL VERSION (EUROPEAN UNION)**

### **1. SCOPE – ACCEPTANCE**

These General Terms and Conditions of Sale (hereinafter the “GTC”) exclusively govern all sales of products concluded by Becafire bv, a company incorporated under Belgian law, with professional customers within the meaning of European Union law and Belgian law.

Any order implies the buyer’s full and unconditional acceptance of these GTC, which shall prevail over any other document, condition or stipulation issued by the buyer, in particular any general purchasing conditions, unless expressly agreed otherwise in writing and in advance by Becafire bv.

Commercial documents, catalogues, brochures, advertisements, notices or communication media are provided for information purposes only and shall in no event constitute contractual documents.

### **2. INTELLECTUAL PROPERTY**

All technical, commercial, descriptive documents, plans, diagrams, photographs, communication materials or any other documents provided by Becafire bv remain its exclusive property within the meaning of the applicable intellectual property regulations in the European Union.

Any reproduction, communication, distribution or use, in whole or in part, without prior written authorization is strictly prohibited. Such documents must be returned upon first request.

### **3. ORDERS – FORMATION OF THE CONTRACT**

Orders must be made in writing and irrevocably bind the buyer. The sales contract shall only be definitively formed after written acceptance of the order by Becafire bv or upon dispatch of the products, which shall constitute firm and final acceptance.

Any request for modification or cancellation of an order may only be considered if notified in writing at least twenty-one (21) calendar days before the scheduled delivery date and subject to the express acceptance of Becafire bv. Any accepted modification may result in the issuance of a new purchase order and an adjustment of the price.

### **4. PRICES – PAYMENT TERMS – RETENTION OF TITLE**

Prices are expressed in euros, net, excluding taxes and any duties. Delivery is included in the price unless otherwise expressly agreed in writing.

Becafire bv reserves the right to modify its prices at any time, with the applicable prices being those in force on the date of acceptance of the order.

No discount shall be granted for early payment.

Unless otherwise agreed in writing, the first order shall be payable in full prior to dispatch. Subsequent orders shall be payable within thirty (30) days net by B2B direct debit, in accordance with Directive 2011/7/EU on combating late payment in commercial transactions.

In the event of payment by bank transfer, administrative fees equivalent to 0.5% of the total order amount shall apply.

In accordance with Articles 9 et seq. of Directive (EU) 2019/771 and the provisions of Belgian law, Becafire bv retains full ownership of the products sold until full payment of the price, including principal, interest and ancillary costs. In the event of non-payment, the seller is entitled to recover the products at the buyer's expense and risk.

## **5. LATE OR NON-PAYMENT**

Any amount unpaid at its due date shall automatically and without prior notice give rise to late-payment interest calculated at a rate of 15% per annum, without prejudice to any other action.

In accordance with Directive 2011/7/EU, a minimum fixed compensation of fifty (50) euros shall be due for recovery costs, without prejudice to Becafire bv's right to claim additional compensation if the costs incurred exceed this amount.

Eight (8) days after a formal notice of default has remained unsuccessful, Becafire bv may suspend any delivery, terminate the sale as of right and demand immediate restitution of the products, without prejudice to damages.

Becafire bv also reserves the right to limit or withdraw payment terms and to set a credit limit at any time.

## **6. DELIVERY – TRANSFER OF RISKS – INCOTERMS®**

Deliveries are made subject to availability and in the order in which orders are registered. Delivery times are provided for information purposes only and shall in no event constitute a firm or contractual commitment.

Unless otherwise expressly agreed in writing on the order confirmation or invoice, sales are concluded under Incoterm® EXW – Ex Works (Becafire bv factory/warehouse), as defined by the ICC Incoterms® 2020.

Under Incoterm® EXW, the products are deemed delivered and risks are transferred to the buyer as soon as they are made available at Becafire bv's premises or any other agreed location. The buyer bears all costs, risks and responsibilities related to loading, transport, insurance, export and import customs formalities, as well as any applicable taxes and duties.

By way of exception and only subject to prior written agreement, another Incoterm® may apply, in particular DDP – Delivered Duty Paid, without affecting the transfer of risks no later than upon delivery of the goods to the first carrier.

In all cases, products travel at the buyer's exclusive risk, even in the event of carriage paid sales or where transport is arranged by Becafire bv on behalf of the buyer.

It is the buyer's responsibility to immediately check the condition, quantity and conformity of the goods upon taking possession or receipt. Any claim relating to an apparent defect, damage or shortage must be noted on the delivery/transport document and a copy, together with photographs, must be sent to Becafire bv on the day of delivery in the event of refusal of the goods or deterioration, in accordance with applicable legal provisions and international conventions.

Any return of goods is strictly subject to the prior written agreement of Becafire bv. All costs, risks and responsibilities related to returns are borne exclusively by the buyer.

## **7. WARRANTY – LIMITATION OF LIABILITY**

Products benefit exclusively from the legal and/or commercial warranties granted by the manufacturer, in accordance with European Union law applicable to business-to-business relationships.

Becafire bv's liability is strictly limited to the replacement or reimbursement of products recognized as defective, to the exclusion of any other compensation, in particular for loss of operation, loss of turnover, loss of profit, commercial or immaterial damage.

Becafire bv shall not be liable for any indirect or consequential damages whatsoever resulting from the use or inability to use the products.

The warranty is excluded in all of the following cases:

- use not in accordance with technical specifications or accepted professional standards;
- defective or non-compliant installation;
- integration into a system or installation not approved;
- modification, alteration or repair carried out by the buyer or an unauthorized third party;
- normal wear and tear or lack of maintenance.

In any event, Becafire bv's total liability, on all grounds combined, is expressly limited to the amount excluding taxes actually paid by the buyer for the order concerned.

## **8. TERMINATION – PENALTY CLAUSE**

In the event of unilateral termination, in whole or in part, of the order by the buyer outside the cases expressly provided for in these GTC or by law, Becafire bv reserves the right to claim, as a penalty clause, a fixed and non-reducible compensation equal to thirty percent (30%) of the total amount of the order excluding taxes.

This compensation shall be due as of right, without prejudice to Becafire bv's right to claim full compensation for any additional damage suffered.

## **9. APPLICABLE LAW – JURISDICTION**

These GTC are governed by Belgian law, in accordance with applicable European regulations, in particular Regulation (EC) No 593/2008 (Rome I).

Any dispute relating to the validity, interpretation or performance of these GTC shall fall within the exclusive jurisdiction of the courts of the judicial district of Veurne (Belgium), notwithstanding multiple defendants or third-party proceedings.

## **10. PERSONAL DATA PROTECTION**

Personal data are processed in accordance with Regulation (EU) 2016/679 (GDPR). They are collected for the purposes of contract performance, commercial relationship management, accounting and, where applicable, direct marketing.

The data controller is Becafire bv. Data are only transmitted to subcontractors and partners strictly necessary for these purposes.

The customer guarantees the accuracy of the data provided and compliance with the GDPR with regard to the data subjects concerned. The customer acknowledges having been informed of their rights of access, rectification, erasure, restriction and objection.

For more information, the privacy policy is available at: [www.becafire.be](http://www.becafire.be)