



## GENERAL PURCHASE, DELIVERY AND PAYMENT CONDITIONS OF

Safescan BV  
Aluminiumstraat 65  
2718 RB ZOETERMEER  
The Netherlands  
Tel: +31 79 363 11 70  
Fax: +31 79 362 03 82  
Email: [info@safescan.com](mailto:info@safescan.com)

Trade Register number: 2713.1933  
VAT identification number: NL009391241B01

### 1. Scope of application

These provisions are applicable to the relationship between Safescan BV, hereinafter to be referred to as the Supplier, and the customer, including each distance agreement ("the agreement") which comes into being between the Supplier and the customer.

### 2. Agreement

The goods displayed on the website ([www.safescan.com](http://www.safescan.com)) form an invitation by the Supplier to the customer to make an offer to enter into a purchase agreement. After the customer has placed an order via the website or by telephone, the customer receives an order confirmation by email from the Supplier as quickly as possible. An order is an offer to the Supplier to purchase the good selected by the customer. The agreement between the Supplier and the customer comes into being after acceptance by the Supplier of the offer of the customer. The Supplier will notify the customer by email regarding the acceptance (order confirmation). The scope of the delivery obligation of the Supplier is determined exclusively by the order confirmation.

### 3. Prices

3.1 All prices are in euros. The price is the price displayed on the website at the time the customer places the order, subject to printing and typing errors.

3.2 The prices listed on the website are exclusive of BTW (Dutch VAT) and exclusive of shipping costs and any statutory contributions to be borne by the customer. The BTW, shipping costs and any statutory contributions will be calculated as specified during the ordering process. These will also be stated in the order confirmation.

### 4. Payment

Payment will take place in advance in the manner stated on the website. The Supplier will not deliver the ordered good until its payment has been authorised.

### 5. Delivery

5.1 The delivery period or delivery date stated on the website is a best estimate. It remains an estimate, however, and this period or date is therefore not binding. The Supplier will attempt to comply with this period or date as much as possible. However, any overrun of the delivery period or delivery date will not grant the customer any right to terminate the agreement and/or demand compensation for loss.

5.2 When part of an order is ready, the Supplier is authorised to offer this part for shipment, or to wait until the entire order is ready.

### 6. Transport

6.1 The good ordered by the customer will be shipped to the delivery address stated in the order confirmation. Transportation will take place in a manner to be determined by the Supplier.

6.2 Ownership of and risk of loss of the ordered good is transferred to the customer on delivery.

## 7. Complaints

7.1 The customer must check, immediately after delivery, whether the quantities of goods delivered are in accordance with the order confirmation. Any discrepancies between the order confirmation and that which has been delivered must be notified to the Supplier by email, within 24 hours.

7.2 The customer must check the goods delivered immediately after delivery for visible faults. Visible faults must be notified to the Supplier by the customer by email, within 48 hours of delivery. If the visible fault is attributable to the Supplier, and assuming prompt notification as referred to above and return of the good by the customer, the Supplier will again present the ordered good for shipment, or will transfer the purchase amount back, including BTW, shipping costs and any statutory contributions paid. This will be at the choice of the Supplier.

7.3 The customer will not return a good to the Supplier without a return merchandise authorisation (RMA). To obtain an RMA, the customer must follow the return instructions as described on the website. The return shipment of the good must have been received by the Supplier no later than 14 days after the RMA is issued.

## 8. Moneyback guarantee

8.1 The customer is entitled to return the good ordered by the customer to the Supplier within 14 days of delivery. The Supplier will endeavour to return the purchase amount within 14 days of receipt of the good. The costs of shipment do not form part of the purchase amount within the meaning of this article. These costs and the costs for return shipment, respectively, will be borne by the customer. Condition for return transfer of the purchase amount is that the customer has handled the good and the packaging carefully. The customer must only unpack or use the good to the extent necessary in order to determine the nature, characteristics and operation of the good. The provisions in this paragraph do not affect the provisions in article 7.1 and 7.2.

8.2 The customer will not return a good to the Supplier without an RMA. To obtain an RMA, the customer must follow the return instructions as described on the website. The return shipment of the good must have been received by the Supplier no later than 14 days after the RMA is issued.

8.3 The moneyback guarantee referred to in article 8.1 does not apply to software supplied by the Supplier with regard to which (i) the seal has been broken or (ii) the software has been downloaded from the website. This software cannot be returned and the customer will not be entitled to return transfer of the purchase amount.

8.4 Goods forming part of a bundle offer, in which respect a good has been offered for free on the purchase of one or more goods, whether different or the same, can only be returned together. If the customer returns a good from a bundle offer without returning the good received for free, the Supplier will be entitled nevertheless to charge the customer for the good received for free. The same applies if the customer has received a discount in the context of the purchase of multiple goods. If the customer returns one or more of these multiple goods, the Supplier will be entitled to withdraw the discount and nevertheless charge the amount corresponding to this to the customer.

## 9. Force majeure

If the Supplier cannot meet its obligations, or can only meet them with difficulty, as a result of force majeure, it will be entitled wholly or partially to suspend or terminate the agreement with the customer without judicial intervention. In such cases, the obligations under the agreement will wholly or partially be ended, without the parties being entitled to claim any compensation for loss or any other benefit from one another. In the event of partial compliance by the Supplier, the Supplier will return transfer the part of the purchase amount pertaining to the part not complied with.

## 10. Guarantee on delivered goods

10.1 The Supplier guarantees the proper functioning of the good supplied by it for a period which depends on the good in question. The duration of the guarantee period is listed on the website for each good. The website also states under which conditions the guarantee period can be extended. "Proper" means that the good possesses the properties which may be expected of it on the grounds of the agreement for the duration of the guarantee period listed on the website for each good. If the delivered good displays a fault during this period, the customer will be entitled to repair of the good under this guarantee. The Supplier

can choose to replace the good with one which is at least equivalent, or restitution of the purchase price, rather than repair if repair cannot be expected of the Supplier in the Supplier's opinion.

10.2 With regard to the good repaired or replaced on the grounds of the first paragraph, the original commencement date of the guarantee period will remain applicable. A new guarantee period therefore does not commence for a repaired or replaced good.

10.3. The guarantee referred to in the first paragraph does not cover faults and defects which are wholly or partially the result of:

- a. incorrect, careless or inexpert use, or noncompliance with operating instructions or maintenance rules;
- b. use in a manner other than that which is deemed normal use;
- c. external causes, such as fire damage or water damage;
- d. assembly, installation, or the reversal of these by parties other than the Supplier;
- e. the use of materials or goods which were provided by the customer to the Supplier for processing or which were used at the instructions or request of the customer;
- f. application of working methods and constructions according to the instructions of the customer;
- g. application of statutory regulation;
- h. modifications not authorised in writing by the Supplier which are realised by the customer or a third party in the products or in parts thereof which are supplied by the Supplier or are installed by or on behalf of the Supplier in the context of guarantee or maintenance.
- i. normal wear and tear;
- j. products or parts which the Supplier has sourced from a third party, inasmuch as the third party in question has not provided a guarantee to the Supplier.

10.4 The guarantee referred to in the first paragraph will lapse in full if the customer does not meet its obligations to the Supplier fully, on time or properly, or if the customer repairs or remedies the good itself or has this carried out by a third party.

10.5 Work and the costs of repairs outside the context of this guarantee will be charged by the Supplier in accordance with its customary fees.

10.6 Legal actions pertaining to faults must be brought within six months of a complaint within the guarantee period referred to in the first paragraph, on penalty of forfeiture.

10.7 If the Supplier deems it necessary in the context of the realisation of the guarantee obligations, the supplied goods will be transported by the customer and at the expense and risk of the customer to allocation to be determined by the Supplier.

## 11. Liability of Supplier

11.1 Any liability of the Supplier is limited to compliance with the guarantee described in article 10 and up to the amount paid out for the case in question under the liability insurance taken out by the Supplier.

11.2 Except with regard to the provision in article 11.1, each liability of the Supplier is excluded.

11.3 Without prejudice to the provision in article 7 paragraph 1 and article 7 paragraph 2 of these terms and conditions, each liability will lapse if the customer does not notify the Supplier in writing of the existence of a fault within five days of discovery of the fault or of the time at which any fault should reasonably have been discovered. This article has no effect on the provisions in article 7 paragraphs 1 and 2. This article only pertains to situations which are not covered by article 7 paragraphs 1 and 2.

## 12. Return shipments

If the customer does not have an RMA, the Supplier will be entitled to refuse the return shipment of the customer. Taking receipt of a return shipment does not imply acknowledgement by the Supplier of the ground for return shipment stated by the customer. The risk pertaining to a return shipped good remains with the customer until the Supplier has received the returned good.

## 13. General

If one or more of the provisions in the agreement between the Supplier and the customer – including these general terms and conditions – are void or become legally invalid, the rest of the agreement will remain in force. The parties will consult with one another regarding the provisions which are void or are deemed legally invalid, in order to make a replacement arrangement.

#### **14. Applicable law**

The obligations between the Supplier and the customer as referred to in article 1 will be subject to Netherlands law, to the exclusion of all other countries' laws. Applicability of the Vienna Sales Convention (CISG) is ruled out.

#### **15. Correspondence**

Correspondence addressed to the Supplier must be sent to Safescan BV, Zoetermeer (2718 RB), Aluminiumstraat 65, in the Netherlands

#### **16. General**

16.1 The headings above the articles in these terms and conditions only serve as an indication of the subjects to be covered by said articles. No rights may be derived from them.

16.2 The failure by the Supplier to invoke these terms and conditions in any case does not imply a waiver of the right to do so at a later stage or in a subsequent case.

16.3 Wherever applicable, the word "good" must also be read as "goods", and vice versa.

#### **17. Language**

These general terms and conditions are drawn up in the Dutch, English, German, French, Italian, Spanish and Portuguese languages. In the event of a dispute regarding the content or tenor of these general terms and conditions, the Dutch text will be binding.

#### **18. Disputes**

Any disputes which may occur in the context of the agreement to which these general terms and conditions are applicable, or in the context of subsequent agreements related to it may only be put before the competent court in The Hague.

*Version 26 May 2015.*