**TERMS OF SALE**

**1. Standard business terms**

1.1. Basic provisions

The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Beta-Plus s.a.) via the shopbetaplus.com website. Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

A ‘consumer' in the sense of the following regulations is every natural person who concludes a legal transaction which, to an overwhelming extent, cannot be attributed to either his commercial or independent professional activities. The term ‘businessman' refers to every natural person, legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

1.2. Conclusion of the contract

The subject-matter of the contract is the selling of products.

On placing the product in question on our website, we provide you with a binding offer to conclude a sales agreement subject to the conditions specified in the item description.

The purchase agreement takes place via the online shopping cart system as follows:

The products intended for purchase are moved to the "shopping cart". You can select the shopping cart using the appropriate buttons on the navigation bar and make changes there at any time.

After calling up the "Checkout" page and entering the required personal data and payment and shipping conditions, all order information is then displayed again on the order summary page.

If you used an instant payment system (e.g. PayPal / PayPal Express, Apple Pay) to receive payments, you will either be guided to our online shop on the order summary page or forwarded to the web page of the instant payment provider.

If you are forwarded to the instant payment system, choose and enter your details as appropriate. You will then be returned to the order summary page in our online shop.

Before the order is sent, you can re-check all the data, change it (which can also be done via the internet browser's ‘back' function) or cancel the purchase transaction.

By clicking the buy button to submit the order, you declare acceptance of the order in a legally binding way by which the purchase agreement takes place.

The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

1.3. Right of retention, reservation of proprietary rights

You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

The goods remain our property until the purchase price is paid in full.

If you are a businessman, the following conditions also apply:

- We retain ownership of the goods until all the claims arising from the ongoing business relationship have been settled in full. The goods subject to retention of title may not be pledged or transferred by way of security before ownership of the said goods changes hands.

- You can re-sell the goods within the framework of an orderly transaction. In this regard, you hereby cede all the claims amounting to the magnitude of the billing amount that accrue to you as a result of the re-selling operation to us, and we accept the cession. Furthermore, you are authorized to collect the claim in question. However, insofar as you do not discharge your payment obligations in an orderly fashion, we reserve the right to collect the claim ourselves.

- In a situation involving the combination and amalgamation of the goods subject to retention of title, we acquire co-ownership of the newly-formed item. This co-ownership corresponds to the ratio that exists between the invoice value of the goods subject to retention of title and the other processed items at the time of processing.

- If you make a request of this nature, we shall be obligated to release the securities that are due to us, to the extent that the realizable value of our securities exceeds the claim to be secured by more than 10%. We are responsible for selecting the securities to be released.

1.4. Warranty

The statutory warranty rights are applicable.

As a consumer, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us and the shipping company in writing. Even if you do not comply with this request, it shall have no effect on your legal warranty claims.

Insofar as you are a business, the following difference applies to the aforementioned warranty regulations:

- It is understood that the details provided by us and the product description provided by the manufacturer are the only things that represent the properties and condition of the product in question. Other advertisements, blurbs and statements issued by the manufacturer are not considered to be representative of the properties and condition of the said product.

- If the goods are found to be faulty, we shall reserve the right to repair the goods or deliver replacements. If the defect is not removed, you can demand a reduction in the price or withdraw from the contract at your discretion. The defect removal is applicable after a failed second attempt, unless the circumstances prove otherwise, in particular due to the nature of the object and/or defect or other conditions. In case of repair, we must not bear the additional costs, which arise from the transfer of the item to a place other than the place of fulfilment, as far as the transfer does not correspond to the intended use of the item.

- The warranty period amounts to a period of one year after delivery of the product. The reduction in time-limit does not apply:

- to damages culpably attributable to us arising from injury to life, limb or health and for other damages caused by willfull intent or gross negligence;

- insofar as we have willfully concealed the defect or accepted a warranty for the quality of the goods;

- to goods which are used for a building in accordance with their normal use instructions and whose defects were caused by this;

- for statutory recourse claims, which you have against us in connection with warranty rights.

1.5. Returns policy

Within 14 days of delivery, you can return all items free of charge. The items must be returned to us as a single consignment under the original shrinkwrap (not opened).
Please allow between 10 and 14 days between receipt of returned merchandise and reimbursement of the purchase price. After receiving your returned merchandise we will notify you by email about issue of the credit note.
Please email inquiries to info@betaplus.com

1.6. Choice of law, place of fulfillment, jurisdiction

Belgian law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).

If you are not a consumer, but a businessman, a legal entity under public law or an institutional fund governed by public law, our place of business is the place of jurisdiction as well as the place of fulfillment for all services that follow from the business relationships that exist with us. The same condition applies to situations in which you are not associated with a general place of jurisdiction in Germany or the EU, as well as situations in which the place of residence or the usual place of residence is not known at the time of commencement of proceedings. This has no bearing on the capacity to call upon the court associated with another place of jurisdiction.

The provisions of the UN Convention on Contracts for the International Sale of Goods are explicitly inapplicable.

**2. Customer information**

2.1. Identity of the seller

Beta-Plus s.a.

avenue Louise 367, B-1050 Brussels (Belgium)

VAT BE0431 478 962 - Entreprise Number 0431 478 962

Telephone: 0032 2 642 00 82

E-Mail: info@betaplus.com

Alternative dispute resolution:

The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be viewed under https://ec.europa.eu/odr (https://ec.europa.eu/odr).

We are not willing to enter into dispute resolution proceedings before the consumer arbitration board.

2.2. Information regarding the conclusion of the contract

The technical steps associated with the conclusion of the contract, the contract conclusion itself and the correction options are executed in accordance to the regulations "conclusion of the contract" in our standard business terms (part 1.).

2.3. Contractual language, saving the text of the contract

Contract language shall be English. The complete text of the contract is not saved with us. Before the order is sent, via the online - shopping cart system the contract data can be printed out or electronically saved using the browser's print function. After the order is received by us, the order data, the legally-mandated details related to distance selling contracts and the standard business terms are re-sent to you via e-mail.

2.4. Main features of the product or service

The key features of the goods and/or services can be found in the respective quote.

2.5. Prices and payment arrangements

The prices mentioned in the respective offers represent total prices, including shipping costs but excluding customs duties.

Consignments you receive from countries outside the European Union might incur customs or import duties that are due as soon as the consignment arrives in your country. You must bear charges for customs release; we have no influence on these charges and we cannot estimate them in advance. Customs regulations vary considerably from country to country. It is advisable to contact your local customs office if you want more detailed information. Please note that as importer you are responsible for compliance with the national regulations.

If delivery is made to countries outside of the European Union, we may incur unreasonable additional costs, such as duties, taxes or money transfer fees (transfer or foreign exchange fees charged by the banks), which you must bear. You must also bear the costs arising from money transfers in cases in which the delivery is made to an EU Member State, but the payment is initiated outside of the European Union. The payment methods that are available to you are shown by clicking the appropriate button on our website or are disclosed in the respective quote.

Unless otherwise specified for the respective payment methods, the payment claims arising from the contract that has been concluded become payable immediately.

2.6. Delivery conditions

The delivery conditions, delivery date and existing supply restrictions, if applicable, can be found by clicking the appropriate button on our website or in the respective quote.

If you are a consumer, the following is statutorily regulated: The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether or not the shipping operation is insured. This condition does not apply if you have independently commissioned a transport company that has not been specified by us or a person who has otherwise been appointed to execute the shipping operation.

If you are a businessman, the delivery and shipping operations take place at your own risk.

2.7. Statutory warranty right

Liability for defects is governed by the "Warranty" provisions in our Terms of Sale (Part 1.4.).

**3. Shipping information**

All transport costs for orders are free of charge.

Unless otherwise specified in the quote, domestic delivery of goods shall be made within 4 to 7 days from conclusion of contract (if advance payment agreed from the date of the payment instruction).

Please note that deliveries are not made on Sundays and other holidays.

If you have ordered articles with different delivery dates, we send the articles in several deliveries if no other agreement has been made. The delivery date for the complete order will be the same as that of the article with the longest delivery time.

**4. Terms of payment**

The following payment options are available:

- Prepayment via bank transfer. Choose **pre-payment** if you want to wire transfer the invoice total upfront to our bank account.

You will get a confirmation email containing our bank account information.

We will send your ordered items after receiving the invoice total in full.

Please transfer the order amount to the account stated in the confirmation email within 3 days time, use the order confirmation number as reference.

- Payment via credit card. We accept the following credit cards: Visa, MasterCard and American Express. Your credit card transaction is handled by **Stripe** using secure HTTPS protocol.

If payment is made using a credit card, your credit card account is debited in conjunction with the conclusion of the contract.

- Payment via PayPal. Your payment transaction is handled by PayPal using secure HTTPS protocol.

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**PRIVACY & SECURITY**

**(in accordance with the May 25, 2018 GDPR regulations)**

**1. Data Protection Declaration**

The security of personal data such as name, address, telephone number, or e-mail address is a matter of great importance for us. We therefore operate our web activities in conformance with the laws relating to data protection and security.

Without your agreement, we do not in any way collect personal data via our websites. You alone decide whether or not you wish to share this data with us, for example when registering, making an enquiry, etc.  In general, we use your personal data to respond to your enquiry, to handle your order, or to give you access to special information or offers. To maintain customer relations, it can additionally be necessary for us to store and work with your personal data, and for example, to share it with our subsidiaries, so that we can fulfil your wishes more completely, or improve our products and services. It may be necessary for us (or a third party acting on our behalf) to use this data to inform you of offers which will benefit your company, or to carry out online surveys so that we can satisfy your expectations to an even greater extent.

Should you so wish, we will of course respect your desire that your personal data is not used to support our customer relationship – in particular for direct marketing or market research. We will neither sell your personal data to third parties, nor market it in any other way.

When you access our websites, information is on occasion gathered automatically that is not linked to a specific person (e.g. the internet browser and operating system used, number of visits, average time of visit). We use this information to determine the attractiveness of our websites, and to improve their content. When you visit one of our websites, it may happen that we place information in the form of a “cookie” on your computer, so that it is recognised again automatically on your next visit. Cookies permit us, for example, to adapt a website to your interests, or to save your password so that you do not have to re-enter it on every visit. If you do not wish us to recognise your computer on each visit, please set your Internet browser so that it deletes cookies from its hard-drive, blocks all cookies, or warns you before a cookie is saved.

 We take every possible measure to ensure the security of your personal data. Your data is scrupulously protected from loss, damage, falsification, manipulation, and from unauthorised access or disclosure.

Unless stated otherwise below, the provision of your personal data is neither legally nor contractually obligatory, nor required for conclusion of a contract. You are not obliged to provide your data. Not providing it will have no consequences. This only applies as long as the processing procedures below do not state otherwise."Personal data" is any information relating to an identified or identifiable natural person.

**2. Server log files**

You can use our websites without submitting personal data. Every time you access our website, user data is transmitted by your internet browser and stored in protocol files (server log files). This stored data includes e.g. name of the site called up, date and time of the request, amount of data transferred and the provider making the request. This data serves exclusively to ensure smooth operation of our website and to improve our offering. It is not possible to assign this data to a particular person.

**3. Customer account**

When you open a customer account, we will collect your personal data in the scope given there. The data processing is for the purpose of improving your shopping experience and simplifying order processing. The processing will be carried out on the basis of art. 6 (1) lit. a GDPR with your consent. You can withdraw your consent at any time by contacting us without affecting the legality of the processing carried out with your consent up to the withdrawal. Your customer account will then be deleted.

**4. Collection, processing, and use of personal data in orders**

When you submit an order, we only collect and use your personal data where this is necessary for the fulfillment and handling of your requests. The provision of data is necessary for conclusion of a contract. Failure to provide it will prevent the conclusion of any contract. The processing will occur on the basis of art. 6 (1) lit. b GDPR and is required for the fulfillment of a contract with you. We will not forward your data to third parties without your explicit consent. This only excludes our service partners which we require in order to handle the contractual relationship or service providers we use to process an order. Along with the recipients named in the clauses of this data protection declaration, these may be recipients in the following categories: Shipping providers, payment service providers, merchandise management service providers, service providers for order processing, web hosts, IT service providers and drop shipping dealers. We will comply strictly with legal requirements in every case. The scope of data transmission is restricted to a minimum.

**5. Use of your email address for mailing of newsletters**

We use your email address outside of contractual processing exclusively to send you a newsletter for our own marketing purposes, if you have explicitly agreed to this. The processing will be carried out on the basis of art. 6 (1) lit. a GDPR with your consent. You can withdraw your consent at any time without affecting the legality of the processing carried out with your consent up to the withdrawal. You can unsubscribe from the newsletter at any time using the relevant link in the newsletter or by contacting us. Your email address will then be removed from the distributor.

Your data will be forwarded to a service provider for email marketing in the course of order processing. It will not be forwarded to other third parties. Your data will be transferred to a third country, which is covered by an adequacy decision by the European Commission.

**6. Using PayPal**

All PayPal transaction are covered by the PayPal Data Privacy Statement. You can find this at <https://www.paypal.com/de/webapps/mpp/ua/privacy-prev?locale.x=en_GB>

**7. Cookies**

Our website uses cookies. Cookies are small text files which are saved in a user's internet browser or by the user's internet browser on their computer system. When a user calls up a website, a cookie may be saved on the user's operating system. This cookie contains a characteristic character string which allows the browser to be clearly identified when the website is called up again. We use cookies to make our offering more user-friendly, effective and secure. Cookies also allow our systems to recognize your browser after a page change and to offer you services. Some functions of our website cannot be offered without the use of cookies. These services require the browser to be recognized again after a page change.

Processing is carried out on the basis of § 15 (3) TMG (Telemedia Act) as well as art. 6 (1) lit. f GDPR due to our justified interest in the purposes above. The data collected in this way is pseudonymized using technological measures. It is therefore not possible to connect the data to your person. The data will not be stored together with other personal data pertaining to you. You have the right to veto this processing of your personal data according to art. 6 (1) lit. f GDPR by contacting us, for reasons relating to your personal situation. Cookies will be stored on your computer. You therefore have full control over the use of cookies. By choosing corresponding technical settings in your internet browser, you can prevent the storage of cookies and transmission of the data they contain. Cookies which have already been saved may be deleted at any time. We would, however, like to point out that this may prevent you from making full use of all the functions of this website. Using the links below, you can find out how to manage cookies (or deactivate them, among other things) in major browsers:

Chrome Browser: <https://support.google.com/accounts/answer/61416?hl=en>

Internet Explorer: <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>

Mozilla Firefox: <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>

Safari: [https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac](https://support.apple.com/de-de/guide/safari/manage-cookies-and-website-data-sfri11471/mac)

**8. Duration of storage**

After contractual processing has been completed, the data is initially stored for the duration of the warranty period, then in accordance with the retention periods prescribed by law, especially tax and commercial law, and then deleted after the period has elapsed, unless you have agreed to further processing and use.

**9. Rights of the affected person**

If the legal requirements are fulfilled, you have the following rights according to art. 15 to 20 GDPR: Right to information, correction, deletion, restriction of processing, data portability. You also have a right of objection against processing based on art. 6 (1) GDPR, and to processing for the purposes of direct marketing, according to art. 21 (1) GDPR.

Contact us at any time: info@betaplus.com

You can contact our data protection officers directly at: betaplus@me.com

**10. Right to complain to the regulatory authority**

You have the right to complain to the regulatory authority according to art. 77 GDPR if you believe that your data is not being processed legally.

*Last update: 18.05.2018*