

# TERMS & CONDITIONS

## BEFUZZE SA- 2020

### 1. GENERAL

These general conditions of sale apply to all transactions between Befuzze SA and the customer, unless other conditions have been agreed in writing.

The general conditions of sale of Befuzze SA always take precedence over those of the customer if nothing has been provided for. Any other document issued by Befuzze and in particular catalogs, prospectuses, advertisements, are only informative and indicative.

These T&Cs constitute the sole basis of the commercial negotiation.

The fact that Befuzze does not avail itself at a given time of one of these conditions cannot be interpreted as a waiver of the right to avail itself subsequently of any of said conditions. Cancellation of any clause of these conditions will not affect the validity of the conditions as a whole. In any event, Befuzze reserves the right not to comply with any request from the Purchaser which would be exorbitant or derogatory of these conditions.

### 2. QUALIFICATION OF PARTNER - CUSTOMER

Only partners of Befuzze SA can order products from Befuzze. The company that provides us with the following documents for opening the account can qualify as a partner and order products from Befuzze SA:

Swiss customers:

- Official extract from the Trade Register
- The main purpose registered in the Trade Register must be related to the sale of products / IT services.
- Example of order form
- Cognito form document completed:  
<https://www.cognitoforms.com/Organization37/CustomerSetUpForm>

French customers and other countries (except Switzerland):

- Official extract from the Trade Register (KBIS) + VAT number
- The main purpose registered in the Trade Register (KBIS) must be related to the sale of products / IT services.
- Official bank details
- Example of order form
- Cognito form document completed:  
<https://www.cognitoforms.com/Organization37/CustomerSetUpForm>

### **3. REVOCATION OF THE QUALIFICATION OF PARTNER - CUSTOMER**

By giving 5 days' notice, Befuzze SA may withdraw the quality of partner from a customer who no longer meets the required criteria or if he no longer observes his contractual commitments. In this case, the orders pending from the Befuzze partner at the time of termination are maintained, even if their status as a Befuzze partner will have expired on the date scheduled for delivery.

### **4. ORDERS**

Customer orders can be made electronically (e-mail, online website, EDI). By submitting his order, the customer acknowledges the terms & conditions of Befuzze SA. The acceptance and execution of orders may be subject to the provision of a guarantee or to the advance payment of part or all of the sale price.

The products are sold according to our packaging units corresponding to the packages or sub-packages.

The contract is concluded once Befuzze SA has confirmed the order to the customer electronically.

In the event that the customer cancels the order, Befuzze reserves the right to charge a penalty of 20% of the amount of the order.

Any request for modification of an order expressed by the customer can only be taken into consideration if it is received in writing six (6) DAYS before the delivery date initially requested and expressly accepted by Befuzze.

This clause cannot, however, be applied to "Distributor brand products" or "Specific products" for which the order is deemed to be firm and final. Any manufacture of "Distributor brand products" will give rise to a specific supply contract.

Failure to comply with the aforementioned deadlines or constraints implies that the sale will be considered as completed and full payment for the order due regardless of the reason given by the Buyer to justify his request for total or partial cancellation.

Befuzze reserves the right to make any changes it deems useful to its products at any time, without any obligation to modify products previously linked or in the process of being ordered.

### **5. DELIVERIES**

Deliveries are made in accordance with current packaging and palletizing practices.

Delivery times are indicative only and depend on product availability and transport possibilities.

Unless a clause to the contrary in the customer's order, Befuzze SA can also provide partial deliveries but must inform the Buyer in advance.

In the event of temporary or permanent unavailability of the products ordered, in particular due to the default of a supplier, Befuzze will notify the Purchaser as soon as possible and will specify in particular the date on which the order may be honored.

The delivery and delivery of the goods are made to the address indicated by the customer in the order. The delivery note must be endorsed as an acknowledgment of receipt by the customer or by a third party determined by the latter. If the products cannot be returned, for whatever reason, the products will not be delivered and will be taken back at the customer's

expense. The customer thus puts himself in a situation of refusal to accept the goods and Befuzze SA reserves the right to charge a penalty of 20% of the amount of the order. In any case, the penalties may under no circumstances be offset against the sales invoices.

Shipping and handling charges are billed to customers. The detailed prices are as follows:

- EUR 30 for Shipping; Franco from EUR 1500
- CHF 30 for Shipping; Franco from CHF 1500

In the event that Befuzze SA cannot meet its delivery deadline, due to reasons beyond the control of Befuzze SA, the client partner will not be able to claim reimbursement for any damage that it may have suffered directly or indirectly as a result of this delay.

The same rule applies in the event that the goods simply become impossible to deliver for any reason.

As our goods are sold on a firm account, we do not accept any return or exchange except with the prior agreement of Befuzze in the event of a delivery failure recognized by the Company. In any event, Befuzze is released from any commitment relating to delivery times if the Buyer is not up to date with its obligations to it, whatever the cause.

The Buyer may not proceed with the refusal or return of goods or automatically deduct from the amount of our invoices the penalties or discounts corresponding to the non-respect of a delivery date or the non-conformity of the goods, when the debt is uncertain, liquid and payable and without Befuzze having been able to verify the reality of the corresponding complaint.

In addition, delivery delays related to making an appointment between the carrier and the warehouses cannot engage the responsibility of Befuzze.

The INCOTERM (CCI 2010) retained for deliveries in mainland France is the DDP, ie "delivered duty paid".

In the case of deliveries abroad, the incoterms are FCA (Franco Transporter) or Ex-Works (factory departure).

In the case of DOM-TOM or Corsica deliveries, the incoterm is DAP "Delivery at place", delivery to a forwarder in Metropolitan France.

## **6. RISKS RELATED TO THE SHIPPING OF THE ORDER**

When shipping the goods to the customer, the risks and perils pass to the recipient of the goods when the products leave the premises of Befuzze SA.

## **7. VERIFICATION OF THE ORDER ON RECEIPT**

The customer agrees to check the goods he has received within 48 hours and to communicate to Befuzze SA if a product is missing or damaged or erroneous. This communication must be made in writing.

In the absence of duly expressed reservations, the Supplier will not take into account disputes relating to apparent or easily detectable lack of conformity inherent in this delivery.

Without prejudice to the arrangements to be made vis-à-vis the carrier, complaints on apparent defects or on the non-conformity of the goods delivered must be made to our company in writing within two (2) DAYS of the date of delivery of the goods or from the date of first presentation or availability of the goods. It will be up to the Purchaser to provide any justification as to the reality of the defects or anomalies observed and in particular by sending Befuzze a photocopy of the reservation letter sent to the carrier and a photocopy of the delivery slip mentioning the reservations. He must give Befuzze every facility to establish these defects.

After this period, no amicable or judicial complaint from the customer can be accepted.

Failure by the Purchaser to have complied with the above provisions and in general not to have allowed Befuzze to exercise its recourse against the carrier, the Purchaser alone shall bear the cost of damage or missing items.

## **8. MANUFACTURER'S OR SUPPLIER'S WARRANTY**

The guarantee of Befuzze SA for the delivered products is governed exclusively by the conditions of the manufacturer or the supplier. The customer waives any warranty claims against Befuzze SA which go beyond these conditions.

Befuzze SA is authorized and has the obligation to transfer to the customer the warranty claims required against the manufacturer or supplier. If Befuzze SA is no longer the official representative of the brand or product, the customer should contact the manufacturer directly. The warranty period for a product is by default 24 months (unless otherwise specified by the manufacturer or supplier) from the date of delivery. The presentation of the guarantee certificate or the invoice will be strictly required when the guarantee is invoked.

Exclusion of warranty cases:

- Improper use, storage, transport or handling
- Lack of maintenance
- Non-compliance with the instructions for use, service or installation
- Modifications or repairs not carried out or not approved by Befuzze SA
- Natural wear
- Excessive stress
- Use of non-original parts and accessories
- Consumables
- Other exclusions listed in the after-sales service contract or in the product user manuals

Befuzze may avail itself of the warranty and liability limitations that the Purchaser applies to third parties under purchasers of the products or services provided.

## **9. WARRANTY SERVICES**

The warranty services provided generally consist, at the choice of Befuzze SA, of the repair, replacement or issuance of a credit note, at the lowest invoiced price, of the defective product according to the manufacturer's warranty provisions or the supplier. The warranty services also include the costs of transport from Befuzze SA to the customer. However, the customer's transport costs to Befuzze SA are the responsibility of the customer. The customer is not entitled to a replacement product during the repair period or while awaiting replacement of the product.

## **10. RETURN OF GOODS - RMA**

Our sold products are neither taken back nor exchanged, except for a manufacturing defect duly noted by an authorized person from Befuzze.

The process for returning products (defective or not) is called RMA (Return Materials Authorization).

Before returning any products, including in the event of a delivery error, the customer must ask Befuzze SA for a return number (RMA). The customer has 15 days to return the products to Befuzze SA from the communication of the RMA number. The transport costs for the return are the responsibility of the customer.

RMA requests are made exclusively via the Internet on the Befuzze site: [rma.befuzze.com](http://rma.befuzze.com)

If accepted, an RMA number will be assigned. No product return will be accepted

without the prior attribution of the return number.

The product must always be returned complete in its original packaging with all accessories and the purchase receipt from the end customer. Befuzze SA will deduct from the invoice to have the elements that would be missing or reserves the right to return the goods.

Defective products must have been tested and checked beforehand. Products which do not present any defect will be left available for removal.

Returns that do not comply with this procedure will be refused and no credit will be granted.

In the event of an apparent defect or non-conformity of the product, Befuzze may choose to reimburse or replace the product free of charge to the Buyer to the exclusion of any other compensation or damage and interest.

## **11. RESPONSIBILITY**

Befuzze SA is only liable for direct damage, in other words for damage affecting the product itself and only on the condition that the customer can prove that the damage was caused by a serious fault of Befuzze SA. The liability of Befuzze SA is limited in all cases to the selling price of the products supplied.

Any other liability of Befuzze SA. In particular for indirect damage, that is to say damage not affecting the product itself - such as production stoppages, loss of data, fall in turnover, loss of earnings, consequential damages, etc. is expressly declined, unless such damage is due - with supporting evidence by the customer - to a serious fault of Befuzze SA.

The products of Befuzze SA are intended for usual commercial applications according to the instructions for use of Befuzze SA and the manufacturer or supplier, and not for use as part of the planning, construction, maintenance or management of critical safety systems, nuclear power plants or medical devices providing vital functions, etc. We do not assume any responsibility for the use in these areas.

## **12. PRICES, INVOICES, CONDITIONS AND ABSENCE OF PAYMENT**

The products are supplied at the rate in effect at the time of acceptance of the order by Befuzze. Befuzze SA prices are understood to be net, either in Swiss francs or in euros, without value added tax (VAT), from the Befuzze SA distribution center. All ancillary costs, such as packaging, transport, shipping, transport insurance and VAT are the responsibility of the customer.

Befuzze delivers free of postage and packaging from € 1,500 excluding VAT for orders per Warehouse (one order, one place of delivery, one invoice) in mainland France, excluding Corsica.

For any order of less than € 1,500 excl.tax per Warehouse in mainland France excluding Corsica, a flat-rate contribution of € 30 excl.tax will be charged to the Purchaser.

For all deliveries to the French overseas departments and territories and Corsica: Our prices are exclusive of tax, Free border station or Buyer's freight forwarder store at the port of embarkation located in France only for a minimum order and delivery of 'an amount of 1,500 Euros excluding tax. Below this minimum, a flat-rate contribution of € 30 excluding tax will be charged to the Purchaser.

Invoices are only sent in electronic version (PDF by email or EDI). Any request for the transmission of paper invoices will be invoiced at CHF 5.00 / EUR 5.00 per invoice.

All disagreements regarding billing matters, and the nature of the services must be sent in writing with acknowledgment of receipt by mail or email, within 8 days from the date of billing.

As our prices are communicated regularly before their entry into force, the Purchaser cannot therefore allege ignorance of the last price in order to contest its implementation.

Any promotion or additional reduction of BEFUZZE on its products must always have been the

subject of a prior express and written agreement.

Products "Promotional offers" and processed "three times net" will not be subject to:

- no commercial cooperation,
- no rebate,
- no discount.

Price discounts are established by product or by range, the conditions being defined in the Befuzze price list. Any partial cancellation of an order entails the revision of any discounts granted. Any deferral or suspension of an order modifying the initial conditions for obtaining the discount by the Purchaser may result in the revision of the price provided for in the contract.

Payment terms are effective from the date of issue of the invoice which corresponds to the date of shipment of the goods (date of issue of the delivery note).

The deadline for paying invoices depends on the insurance coverage provided by the credit insurance of Befuzze SA.

In the event that the customer cannot have sufficient coverage or outstanding amounts, invoices are due in prepayment.

No discount will be granted for early or cash payment.

The customer can never, on the grounds of a complaint formulated by him, withhold all or part of the sums due by him, nor operate for compensation. The customer only has a right of set-off if the counterclaims have been noted and accepted in advance by Befuzze SA.

When the customer is in arrears with total or partial payment of a due date, Befuzze SA may by this sole fact and without the need for a prior notice, immediately suspend deliveries, without the customer cannot claim damages from Befuzze SA.

If the payment deadlines are exceeded, the customer places himself in a default situation, without any reminder from Befuzze SA. Default interest of 10% will then be billed to him. Befuzze SA can claim other damages from the customer if these were caused by his late payment and are not covered by default interest.

Befuzze is authorized to assign and sell the customer's receivables to third parties. Befuzze SA may also require the customer to assign to it its receivables due to the end buyers to whom it resells the products, up to the customer's payment arrears.

### **13. RETURN OF PRODUCTS**

Befuzze SA may at its sole discretion take back a customer's products, generally if Befuzze SA does not have a large quantity in stock, or the pace of sales permits. The returned product(s) must be in a resalable condition. The customer will need to request an RMA number.

### **14. RESERVATION OF OWNERSHIP**

The items purchased and delivered remain the property of Befuzze SA until full payment of the purchase price, including default interest and other possible costs. Until then, the customer is required to carefully store the products delivered by Befuzze SA; he may not alienate, pledge or hand over to third parties the items purchased.

Before full payment, Befuzze SA is entitled, in accordance with art. 715 GCS, to register, at the customer's expense, the retention of title in the register of retention of title at the customer's domicile / registered office.

At the request of Befuzze SA, the customer undertakes to give it its agreement in writing, with regard to all the important points concerning the registration of the retention of title (art. 4, para. 4 of the order of the Federal Court concerning registration of retention of title). The buyer also undertakes to notify Befuzze SA in advance of any change of domicile.

In the event of non-payment by the Buyer, BEFUZZE may require by registered letter with A.R the return of the goods at the expense and risk of the Customer. BEFUZZE may resell the products within the framework of the normal operation of its business, however, it will lose this right in the event of suspension of payment or non-payment of the price when due.

## **15. TRANSFER OF RIGHTS AND OBLIGATIONS**

The customer is not authorized to transfer the rights and obligations arising from the contracts to third parties without the written consent of Befuzze SA.

## **16. MODIFICATIONS OF THE GTC**

Befuzze SA can modify these general conditions of sale at any time. The said modifications come into force upon their publication.

## **17. FOR AND APPLICABLE RIGHTS**

The exclusive for for the settlement of any civil dispute between Befuzze SA and the client is Morges or the domicile of the branch of Befuzze SA with which the contractual relationship has been established. Befuzze SA is however entitled to bring an action against the customer in any other competent court.

## **18. PERSONAL DATA**

"BEFUZZE, concerned about the security and the processing carried out on the Buyer's personal data, undertakes to ensure the compliance of the processing operations relating to the personal data that it operates in its capacity as data controller within the framework of the T&C , in accordance with the applicable provisions of the Data Protection Act and the provisions of Regulation 2016/679 of the European Parliament and of the Council dated April 27, 2016.

The personal data collected by BEFUZZE are those that the Purchaser has voluntarily transmitted, that is to say: Last name, First name, Telephone, Email, address of the company contacts as well as the data collected automatically by means of cookies. The Buyer is informed that if he refused to communicate the aforementioned data, he could not have access to the goods.

BEFUZZE collects the personal data of its Buyers for the sole purpose of enabling it to access, consult, purchase and deliver the goods. In addition, data is collected for the purpose of constituting a customer file, responding to requests to exercise Buyers' rights and generally to meet the legal and fiscal requirements imposed by current legislation, as well as for the resolution disputes.

The collection and processing of data is based on the express consent of the Buyer, which the latter expresses by signing these T&Cs. Thus, the Purchaser acknowledges having been duly informed of the data processing methods.

The Buyer is informed that his data is communicated to the following recipients:

- BEFUZZE subcontractors with the technical and organizational means necessary to ensure the security of processing
- the host of our SAGE software

The Buyer is informed that the data is kept for a period not exceeding the purposes of the processing, namely 10 years.

The Purchaser is duly informed that he has a right of access, rectification, opposition, deletion and portability of his personal data, which he can validly exercise by email accompanied by proof of identity at the following address: [debitor@befuzze.com](mailto:debitor@befuzze.com). The Buyer is also informed that he can lodge a complaint with the National Commission Computing and Freedom (hereinafter, the "CNIL") if he considers that his rights have not been respected.

For any other request for additional information, the Buyer can contact BEFUZZE at the address [debitor@befuzze.com](mailto:debitor@befuzze.com).