

Terms and Conditions of Sale

Effective September 1st, 2019

1. Retention of title & risk transfer of the goods
 - 1.1. Bettersafe International BV (hereinafter referred to as: 'Bettersafe') retains title to all goods until all the invoices of the goods are fully paid.
 - 1.2. The risk in the goods (including loss, damage or theft) passes to the Buyer from the date of shipment.
 - 1.3. Bettersafe has the right to recover the goods until the invoices of the goods are fully paid.
2. Warranties:
 - 2.1. Equipment offered by Bettersafe is warranted against factory defects in workmanship and materials for a period of one year from date of shipment unless otherwise stated according to manufacturer warranty.
 - 2.2. Upon written notice, Bettersafe can offer repair or replace all defective items subject to inspections and verification/reimbursement.
 - 2.3. Bettersafe reserves the right to elect to have any defective item returned for inspection before making a repair or replacement.
 - 2.4. Warranty does not cover equipment damages resulting from abuse, damage in transit, or other damage beyond the control of Bettersafe.
 - 2.5. This warranty applies only to the original Buyer and is only applicable for products in their original intended state and is in lieu of all other warranties expressed or implied.
3. Liability & claims:
 - 3.1. Bettersafe is not liable for consequential damages caused by the goods.
 - 3.2. A possible liability of Bettersafe for damages caused by the offered equipment, is covered by a liability insurance. Bettersafe's liability is limited to the insurance coverage.
4. Entire contract:
 - 4.1. All orders are subject to written acceptance by Bettersafe.
 - 4.2. This acknowledgment and the purchase order of the Buyer constitute the entire agreement of purchase and sale between the parties.
 - 4.3. Should any of the terms and conditions of Buyer's order be in conflict with or in any way inconsistent with the terms and conditions herein, the same shall not be considered applicable to this agreement of purchase and sale.
 - 4.4. No waiver, alteration or modification of any of the provisions herein shall be binding upon Bettersafe unless in writing and signed by an executive of Bettersafe, after the date hereof.

- 4.5. The warranty and limits of liability contained herein are in lieu of all other warranties and liabilities expressed or implied.
- 4.6. The seller warrants the merchantability or fitness of their product in meeting the applicable standard related to their product.
- 4.7. The Buyer is responsible for informing the seller of compliance with local, municipal, or applicable codes. The seller reserves the right to make design changes without notifying the Buyer.
5. Freight policy & limitation of liability:
 - 5.1. Freight shall be charged at cost for all shipments and handling.
 - 5.2. Bettersafe cannot be held liable for goods in transit which have been damaged or lost or for shortages or errors in delivery, unless written notice is given to the carrier and Bettersafe within three (3) days of dispatch.
 - 5.3. Partial shipments requested by the customer will be charged for carriage in line with the above limits per individual shipment.
 - 5.4. All damage claims shall be made to the carrier by Buyer. However, Bettersafe will assist so far as is deemed practical by Bettersafe.
6. Force majeure:
 - 6.1. Bettersafe shall not be liable for any claim, damage, loss, expense or liability as a result of any delay or failure to ship or provide services due in whole or in part to any cause beyond Bettersafe's reasonable control including, but not limited to, restriction imposed by any governmental legislation, rules or regulation, any act or omission of purchaser, strikes, slowdowns or other labour unrest, embargoes, riots, storms, fire, accidents, war, act of terrorism, delay in transportation, or inability to obtain necessary labour, materials or manufacturing facilities.
 - 6.2. Any such failure or delay by Bettersafe shall not be considered a breach of contract.
 - 6.3. Should Bettersafe's shipment of product or provision of services become impossible, Bettersafe's obligation will be terminated and Bettersafe will be compensated for products or services provided until that point.
7. Order confirmation:
 - 7.1. Bettersafe must receive a hard copy or an email for a valid order confirmation.
 - 7.2. This policy is meant to avoid problems that can arise from accepting verbal orders. Without this, the order will not be processed.
8. Returns & exchanges:
 - 8.1. Agreement in writing must be issued by Bettersafe on all returns.
 - 8.2. A credit will not be issued for custom built items.

- 8.3. Only unused, stock items, in re-sellable condition, in original undamaged packaging complete with all documentation and with a purchase date of one month or less will be considered for credit toward future purchases from Bettersafe.
- 8.4. All returns will be charged with a restocking fee of 20% of the original sales price, without discounts.
- 8.5. All returns must be shipped to Bettersafe prepaid freight.
- 8.6. Any return after the first month is at the sole discretion of Bettersafe. Collect shipments will not be accepted.
- 8.7. Goods returned without written agreement shall be refused.
9. Special orders:
 - 9.1. Special order items are subject to minimum order quantities and/or set-up charges and may not be returned once the order has been accepted by Bettersafe.
10. Terms:
 - 10.1. Standard payment terms are
 - 10.1.1. Standard Items: first 3 orders 100% pro-forma, then credit terms to be agreed, standard 14 days from date of invoice.
 - 10.1.2. Bespoke Items: 100% pro-forma.
 - 10.1.3. Balustrade - see separate Terms & Conditions.
 - 10.2. Bettersafe reserves the right to cease trading with a customer (either permanently or temporarily) if payment is overdue or a customer has exceeded the credit limit set by Bettersafe.
 - 10.3. When goods are supplied on a Pro-forma basis those goods will only be dispatched upon receipt of cleared funds. We understand and will exercise our statutory right if we are not paid according to agreed terms.
 - 10.4. Any variation to these terms must be agreed in writing by an Executive of Bettersafe.
11. Prices:
 - 11.1. Displayed prices are without VAT/BTW, unless otherwise stated.
 - 11.2. The prices expiry date may be extended at the sole discretion of Bettersafe as required.
 - 11.3. Bettersafe reserves the right to modify or change prices without notice.
12. Changes:
 - 12.1. Bettersafe may make such changes in the design construction of products as shall, in its judgment, constitute an improvement.
 - 12.2. Bettersafe may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or because materials are unavailable from suppliers.

12.3. If any modification, alteration or removal of any part or product not authorised in writing by Bettersafe results in any injury to a person or damage to property, then no warranty herein shall apply, and Buyer shall indemnify Bettersafe against any claim, demand, loss, expense, or liability, including legal fees, in any way related to such injury or damage.

13. Governing law:

13.1. Any agreement shall be governed by Dutch law.

13.2. Any legal action based on an order must be filed in a court of competent jurisdiction in the Netherlands

14. Applicability:

14.1. Above pertains to the products offered by Bettersafe, registered office: Azewijnseweg 12 SF, 4214 KC Vuren, The Netherlands.

14.2. Bettersafe products are designed to perform as a complete system.

14.3. Bettersafe therefore reserves the right to refuse orders for individual components not intended for use in the complete system.

14.4. Bettersafe provides no indemnification and is not liable for the installation of the product(s), this shall be borne by the customer.