



Dynamized Technologies s.a.

GENERAL SALES TERMS AND CONDITIONS DYNAMIZED TECHNOLOGIES

S.A. Dynamized Technologies

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PRIOR NOTICE: the present general terms and conditions of sale are also available on request in other languages, either in Dutch and in French. Failing to demand those other languages, the present general conditions of sale in English are considered accepted and therefore applicable.

Article 1: APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

1. Unless expressly agreed otherwise, the acceptance of the estimate or the payment of the invoice by the customer entails its adherence to the present general terms and conditions.
2. These terms and conditions govern the relationship between the seller and the customer. Only written modifications signed by both parties, in the quotation, invoice or any other document, will derogate from these general conditions.
3. The conditions of the customer's order cannot be opposed to the seller.

Article 2: PRICES

The prices stated for each product are in Euro and must comply with Belgian legislation in terms of taxes. If products from SA Dynamized Technologies are to be exported, they must comply with the local legislation in the countries of delivery in terms of customs clearance and local taxes.

The prices of our products are indicated in euros excluding taxes and excluding transport. Prices can be changed at any time. SA Dynamized Technologies can offer its customers discounts. The order is made by email at team@biodynamizer.com.

For the sale of devices to a Belgian individual with a living house: sale of devices + Belgian VAT of 21%.

For the sale of devices to a Belgian citizen (private person) with a living house of more than 10 years: sale of devices + Belgian VAT of 6% + VAT certificate signed by the customer (provided the authorization of the official Belgian VAT regime).

For the sale of devices to a private person being a citizen of the European Union: sale of devices + Belgian VAT of 21%

For the sale of devices to a private individual national outside the European Union: sale of devices excluding VAT; Exemption - art. 39 of the CTVA - exports of goods (+ take customs formalities into account!)

For the sale of devices to a Belgian professional (natural or legal person): sale of devices + Belgian VAT of 21% (if subject, the professional recovers the VAT paid)

For the sale of devices to a professional (natural or legal person) from the European Union (intra-community delivery): sale of devices excluding VAT; Mention on the invoice: reverse charge - art. 39bis of the VAT Code - intra-community delivery.

For the sale of devices to a professional (natural or legal person) from outside the European Union (extra-community delivery): sale of devices excluding VAT; Exemption - art. 39 of the VAT Code - exports of goods

In case that the products of SA Dynamized Technologies are exported, the charges for carriage and transport will be communicated before their invoicing and sending to the client at the best price.

SA Dynamized Technologies reserves the right to modify all of its prices at any time. Products will be invoiced based on the prices in effect at the time the order is recorded.

Article 3: OFFER - ACCEPTANCE

3.1. Quotations and invoices issued to the customer are valid for one month.

3.2. The data appearing on illustrations, plans, leaflets or printed matter and in the recommendations or instructions for placing of the devices (private or professionals) or replacing filter cartridges are provided for information only and correspond to good practice or to practices generally applicable in the sector. Under no circumstances will the customer be able to rely on the seller.

3.3. The cost of studies and research prior to drawing up the estimate shall be borne by the customer, irrespective of the subsequent conclusion of the contract.

3.4. The specific requirements of the customer must be communicated to the seller at the time of the order. If these requirements are subsequently transmitted, prices may be adjusted.

3.5. Installation of the delivered goods is carried out by the customer, or his subcontractor, and under his responsibility in accordance with the manufacturer's installation instructions.

Article 4: PAYMENT

4.1. All invoices are payable within 15 working days of receipt by mail of the invoice. The devices will be delivered from receipt of payment of the invoice.

4.2. The seller also reserves the right to suspend delivery and / or work until the invoices are paid without compensation for the customer and without prejudice to the right to claim reimbursement of the costs and damage incurred. Such suspension may intervene if payment has not been made within 48 hours after sending a notice by post or mail. The agreed terms will then automatically be renewed with the duration of their interruption.

Article 5: TRANSFER OF OWNERSHIP AND RISKS

5.1. The ownership of the goods will only be transferred to the customer after the price of the goods has been paid in full.

5.2. The transfer of the risks to the customer comes from the delivery of the goods. The customer assumes the conservation of the goods from delivery and is responsible for the damage suffered (including thefts, disappearances or similar damages).

5.3. Proof of transaction. Computerised records, stored in the IT systems of SA Dynamized Technologies under reasonable security conditions, will be considered as the proof of the correspondence, orders and payments that have taken place between the parties. Purchase orders and invoices are archived on a dependable and sustainable medium and may be produced by way of proof.

Article 6: TERMS

6.1. The delivery and execution terms that may be determined are purely indicative and are never mandatory.

6.2. The customer must facilitate the delivery of goods and the execution of works as well as possible. In this regard, he must ensure that the devices are received at the delivery address and check that the premises and stairs where the works are to take place are free from all obstacles.

6.3. The Biofilter and Biodynamizer will be sent separately as they are stored at different locations. It is therefore likely that their delivery will be made at close but different dates.

Article 7: MODIFICATION AND FAILURE OF THE AGREEMENT

7.1. If the customer requests to change its original order as shown in the original quotation or invoice, the seller reserves the right to suspend or terminate the agreement. No damages can be claimed by the customer due to suspension or dissolution.

7.2. In case of a change in the customer's situation, such as death, incompetence, bankruptcy, judicial agreement, liquidation or change of company, or in case of non-compliance with the contractual obligations of the customer, the seller reserves the right to suspend or dissolve the agreement. No damages can be claimed by the customer due to suspension or dissolution.

7.3. In case of a new customer request, which is not provided in the original quotation or invoice, the seller will assess whether he is able to meet the request or not. The refusal of the seller to comply with the new request does not affect the original order and, consequently, the parties will still be obliged to execute the obligations arising from the original order.

7.4. Customers have a right of withdrawal for a period of 14 days after the receipt of all devices ordered and this under the law on distance selling. In this case the customers undertake to send to the headquarters of the SA Dynamized Technologies (Drève Richelle 161 Box 48 to 1410 Waterloo Belgium) and at their expenses the devices received and refused in their packing of origin and without any damage. In this case SA Dynamized Technologies undertakes to reimburse within 14 days of receipt of the customer's withdrawal decision (but in any case after the returned devices have been received), on the bank account indicated by the customer, the payment received and corresponding to the price paid for the returned device. In the event that the devices have been unpacked from their original plastic (the Biofilter cartridge) or already connected to the customer's sanitary network (Biofiltre Aquaphor and/ or the Biodynamizer®) this right of withdrawal will be lost because the devices concerned will no longer be marketed to third parties for reasons of hygiene.

7.5. In case of "act of God", the party who is victim of this is released from any responsibility. It can reduce commitments or terminate the agreement, without being obliged to pay any damages.

7.6. May be cases of "act of God": wars, civil wars, mobilization, riots, strikes, lockouts, machine failure, fire, malfunction of the means of transport, difficulties in providing basic materials and energy, restrictions or provisions imposed by the Governments, etc.

Article 8: GUARANTEE

8.1. Upon reception of the goods, it is presumably acquired that a waiver is made regarding the possibility of invoking external defects or defects of conformity, in the following circumstance:

- Eight calendar days after receipt of the goods

In case of any complaint or need for an after-sales service, the customer can reach the company by mail at the following address: team@biodynamizer.com

8.2. The seller's warranty for hidden defects (art 1641 of the civil code) is strictly limited to the replacement of the defect or repair of the defects, and in no event can give rise to the payment of compensation. This guarantee can only be claimed by the customer insofar as he has paid the invoiced amount in full.

8.3. In order to guarantee the proper functioning of the filters and dynamizers sold by the SA Dynamized Technologies, the client will comply with the **placement recommendations and instructions** (private & professionals) and will check, under his own responsibility, that they are connected in a professional way to the city water meter delivering a drinking water quality according to the local legislation in force of the country where the filter is placed. For the European Union this corresponds to the "European Drinking Water Directive 9883EG 1998".

In addition, it is imperative to place a pressure reducer after the water meter and before the devices delivered by SA Dynamized Technologies. This reducer must be set between 4-5 bar maximum.

It is understood that the existing sanitary piping cannot be made of lead, or any other dangerous metal for the health, and that the filter or the dynamizer can not be preceded by a softener or another filter (unless a particle filter).

8.4. The customer must comply with the instructions for replacing the filter cartridges supplied by the manufacturer of the sold filters (both as regards their filtration capacity (expressed in m³) and as regards the service life of these cartridges (expressed in years). Depending on the countries concerned, faster replacement of cartridges or filtration units may be required by law for public applications. The customer will verify under his own responsibility that the cartridges are not abnormally saturated with sludge, corrosion, small gravel or any other material that may prevent normal operation of the filter cartridges. If necessary, the customer will place a particle filter (to retain fine particles of mud, sand, small gravel etc ...) upstream of the filter for this purpose.

8.5. Unless explicitly agreed in writing by the SA Dynamized Technologies, the use of the devices sold must be **strictly private and for domestic use!** In the case of public applications of filtered & dynamized water, the customer will comply with the instructions or requests of the public authorities concerned (for example in Belgium the AFSCA-FAVV), in terms of filtration and/ or water dynamization in a public debit.

8.6. In order to ensure that the dynamizers function properly, as they are made of copper pipes, the customer will, under his own responsibility, ensure that the water does flowing into the apparatus has a pH (degree of acidity) more than 6, and avoid that the water does contain abrasive sediments (sand, sludge ...), this under penalty of causing corrosion of the copper and/or messing pipes of the dynamizer risking leaks or breaks of the pipes of this one.

8.7. Dynamized Technologies devices can only be placed in areas with temperatures between minimum 1 ° C and maximum 50 ° Celsius.

8.8. In case of water supply of a swimming pool: check with the pool man the compatibility of the filtration system of the swimming pool with a filtered and dynamized water which is a **non-softened water** (whose limestone has not been removed, only the pollutants were filtered / retained by the filter)

8.9. Devices sold by SA Dynamized Technologies cannot be preceded by a water softener (otherwise filter media in the filter may be saturated with sodium ions and the dynamizer's copper tubing may be corroded). If your city water contains more than 40 ° f (very hard water), then it is advisable to plan an additional treatment of the limestone adapted to this situation.

8.10. Since filtration and dynamization devices do not soften water, it is important to carry out a standard annual maintenance of boilers and boilers.

8.11. S.A. Dynamized Technologies subcontracts the shipment to third party carriers and cannot be held responsible for any errors, omissions or damage to the devices during such transportation. Nevertheless, the devices are insured during transport for an amount equivalent to the price of the devices sent.

8.12. Legal guarantee. All devices sold by the SA Dynamized Technologies benefit from the 2-year legal warranty on consumer protection (law of 1 September 2004) in case of lack of conformity of consumer goods (non-compliance, lack of qualities to which the customer can reasonably expect, outages, etc.). This warranty applies to all consumer goods sold by a professional to a consumer acting for private purposes.

Article 9: COMPLAINTS

9.1. Any complaint regarding invoices or deliveries must be addressed to the seller within eight calendar days of receipt of the invoice by registered letter or mail to the address team@biodynamizer.com. In the absence of a complaint within eight calendar days, the invoices are deemed to have been accepted.

9.2. All goods delivered and paid may not be returned to the seller except as provided in Article 8 above. In the event that goods were returned under this article these goods must imperatively be returned to the seller at the customer's expense conditioned identical to their delivery and in their pristine condition.

9.3. In case of a loss, the seller's insurance company is the sole authorized to estimate the damage incurred by the customer. Any accident must be reported and explained by letter within the twenty-four hours of the event. In the absence of such declaration within twenty-four hours, the customer has no right to reverse the seller's view.

Article 10. CONFIDENTIALITY OF PERSONAL AND BANKING DATA

Right of access and amendment of data. In order to meet the customer's needs and provide the best possible service, SA Dynamized Technologies is required to record certain details about the customer in its database (company name, VAT n^o, company number, e-mail or postal address, surname, first name, telephone number, etc.). The fact of the customer providing SA Dynamized Technologies with this information, via the website at www.biodynamizer.com, by e-mail or any other form of communication, equates to the customer's consent for his/her/its details to be stored in the database or computer files of SA Dynamized Technologies and for those details to be used in the business relations between SA Dynamized Technologies and the customer. This data will be used for customer administration, order management, deliveries, invoicing material and immaterial services, monitoring the customer's solvency, publicity, personalised treatment and the marketing of SA Dynamized Technologies products to customers. The customer may be notified of offers from SA Dynamized Technologies by telephone, post or e-mail. If the customer does not wish to receive this type of information or no longer wishes to receive it, an e-mail should be sent to the SA Dynamized Technologies customer service department at team@biodynamizer.com stating company name, surname, first name and address.

Customer banking information. No banking information provided by customers when a purchase is made is saved, stored or made visible online.

Customer data is processed in accordance with the provisions of directive 2002/58/EC relative to the processing of personal data. In practical terms, this means in particular that:

Customer data of a personal nature may only be gathered and processed in accordance with the purposes stated in these general sales terms and conditions. This means that SA Dynamized Technologies does not sell or market or lease data relating to its customers to any third parties.

Customers have the right at all times to access and amend their data. They also have the right to object to its use, or to verify the accuracy of the data and to correct any errors relating to that data. To do so, all customers need to do is send an e-mail to team@biodynamizer.com clearly stating their details.

Use for statistical purposes relative to browsing the site.

When you access the Dynamized Technologies website, the servers consulted automatically gather the following data:

- the IP address attributed to you when you connect;
- the date and time of accessing the site;
- the pages viewed;
- the type of browser used;
- the platform and/or operating system installed on the PC;

- the search engine, as well as the keywords used to locate the site.

This information is kept for the sole purpose of measuring the number of visitors to the various sections of the site and to make improvements to them.

Use of cookies. For the purpose of facilitating navigation at the site, as well as optimising its technical management, SA Dynamized Technologies may occasionally be required to use "cookies". A cookie is a small item of data saved by a website in the computer's Internet browser. This cookie can then be retrieved during a subsequent visit to the same site. The cookie can only be read by the website that created it. The site uses cookies for administrative purposes, such as recording customers' preferences for certain types of information. This is to avoid the customer having to enter the same information on the keyboard each time the customer visits the Dynamized Technologies website. Most cookies only operate during a session or visit. No cookies contain information that may render the customer likely to be contacted by telephone, e-mail or through the post. Customers can also configure their browser to notify them each time a cookie is created or to prevent cookies from being recorded.

Article 11: LIABILITY

SA Dynamized Technologies's liability may not be invoked for disruptions or damage inherent to using the Internet, specifically for a breakdown in the service, intrusion from the outside or the presence of computer viruses, or for any other event qualified as force majeure in accordance with the law. The products offered comply with current Belgian legislation and with the standards applicable in Belgium. Any photographs, films, videos, texts, information graphics and characteristics reproduced to illustrate the products presented are not contractual in nature. As a result, SPRL Benelux's liability cannot be invoked in the event of an error or omission in any of these photographs, films, videos, texts, information graphics and characteristics of the products or in the event of a modification to the features of the products. SPRL Benelux's cannot be held responsible for the non-fulfilment of the contract entered into in the event of stocks running out or the product not being available, as well as in the event of force majeure, disruptions to or a total or partial strike in the postal services and means of transport and/or communication, flood or fire. SPRL Benelux's cannot be held liable for any indirect damage arising from these terms and conditions, operating losses, loss of profit, loss of opportunity, damages or expenses that may occur as a result of purchasing the products.

Article 12: APPLICABLE LAW - COMPETENT COURTS

12.1. The relationship between the seller and the customer is subject to Belgian law, whichever is the nationality of the parties.

12.2. The goods delivered are covered by the Belgian law of 1 September 2004, which imposes a 2-year statutory warranty for a lack of conformity that appears within the two years after delivery. In this regard, the customer has an information period of 2 months from the date on which he has identified the defect to report the lack of conformity to the seller and by registered mail or by mail to team@biodynamizer.com .

12.3. Any action falls under the exclusive jurisdiction of the courts of Brussels, Belgium.