

## **GENERAL SALES TERMS AND CONDITIONS DYNAMIZED TECHNOLOGIES**

### **S.A. Dynamized Technologies (hereinafter the seller)**

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**PRIOR NOTICE: the present general terms and conditions of sale are also available on request in other languages, either in French, Dutch, Spanish, German (in the event of differences in interpretation between these different languages, the French language will be considered as the reference language). 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**

1.1. Unless expressly agreed otherwise, the acceptance of the purchase order or the payment of the ordered devices or the invoice by the client entails its adherence to the present general terms and conditions.

1.2. These terms and conditions govern the relationship between the seller and the client. Only written modifications signed by both parties, in the purchase order, invoice or any other document, will derogate from these general conditions.

1.3. The conditions of the client's order cannot be opposed to the seller.

### **Article 2: PRICES**

2.1. The prices communicated for each product and communicated on the Dynamized Technologies website ([www.biodynamizer.com](http://www.biodynamizer.com)) and on the invoices are in Euro and must comply with Belgian tax and excise legislation. 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 communicated for each product and communicated on the website ([www.biodynamizer.com](http://www.biodynamizer.com)) are exclusive of tax, transport and placement.

2.2. The prices of our products are indicated in euros excluding taxes, transport and placement. Prices can be changed at any time. SA Dynamized Technologies can offer its clients discounts. The order is made by encoding the order form (purchase order) to be completed on the website [www.biodynamizer.com](http://www.biodynamizer.com) or by email to the email address [team@biodynamizer.com](mailto:team@biodynamizer.com) mentioned on the website.

### 2.3. VAT applicable on products sold.

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 client (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 + placement to a Belgian professional (natural or legal person): sale of devices + 0% Belgian VAT on the basis of the co-contracting party's regime - According to article 20 of RD n ° 1

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

2.4. Transport costs outside Belgium will be communicated on the ordering site according to the data entered by the customer (and in particular his delivery address), and this prior to payment, and invoiced to the customer at the best price of the carrier. The products will be invoiced on the basis of the rates in effect at the time of the order.

### **Article 3: OFFER – ACCEPTANCE**

3.1. The order form generated on the order site is valid for 15 days. The payment of the order (order form) automatically generated on the online ordering site or of the invoice (for orders by email), implies acceptance of the conditions thereof by the client.

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 client be able to rely on the seller. Pictures are not contractual.

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

3.4. The specific requirements of the client 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 client, or his subcontractor, and under his

responsibility in accordance with the manufacturer's installation instructions. The cost of installing the devices is at the charge of the client unless the price of the placement is included in the invoice.

#### **Article 4: PAYMENT**

4.1. The ordering, payment and invoicing system of S.A. Dynamized Technologies takes place online in the following automated way:

- Encoding of the order form by the client
- On the basis of the information provided by the client, the back-office system will calculate the total price of the devices ordered, all taxes included (but excluding any customs charges) as well as the transport costs. If applicable, the placement costs will be included (only for Belgium).
- The order will be validated by the online payment of this order by the client according to the means of payment offered by the online application
- Automatic sending of the invoice corresponding to the online order by email upon receipt of payment on the account of S.A. Dynamized Technologies
- Sending of the ordered and paid devices to the delivery address provided by the client on his order form within 15 working days. This transport is done by carrier arranged by S.A. Dynamized Technologies and under its responsibility (risk of loss or damage to the goods sent)

4.2. For orders made only by email to the email address [team@biodynamizer.com](mailto:team@biodynamizer.com), invoicing and payment proceed as follows:

- Encoding by S.A. Dynamized Technologies of the invoicing and delivery data entered by the client on the online ordering system.
- Generation by the online ordering system of the invoice corresponding to the generated order.
- Sending the invoice to the client by email
- Upon receipt of payment of the invoice on the account of S.A. Dynamized Technologies, dispatch of the devices ordered and paid for to the delivery address indicated on the invoice within 15 working days. This transport is done by carrier arranged by S.A. Dynamized Technologies and under its responsibility (risk of loss or damage to the goods sent)

#### **Article 5: TRANSFER OF OWNERSHIP AND RISKS**

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

5.2. The transfer of risk to the customer takes place upon delivery of the goods. The customer assumes, upon delivery, the responsibility for the safekeeping of the goods and is responsible for damage caused to the delivered goods (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 client 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, Biodynamizer, Biolimescaler and in general all devices or goods ordered on the order site of S.A. Dynamized Technologies will be sent separately. It is therefore possible that their delivery is made at close but different dates.

## **Article 7: MODIFICATION AND FAILURE OF THE AGREEMENT**

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

7.2. In case of a change in the client'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 client, the seller reserves the right to suspend or dissolve the agreement. No damages can be claimed by the client due to suspension or dissolution.

7.3. In case of a new client request, which is not provided in the original purchase order 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. Withdrawal period in distance sales:

Clients have a right of withdrawal without cause for a period of 14 calendar days from the day after the day on which the client or the third party designated by him, physically takes possession of the last good delivered (in the event of sending several packages) and this under the legislation on distance

selling. In order to exercise his right of withdrawal, the client must complete the withdrawal form which can be downloaded from the website [www.biodynamizer.com](http://www.biodynamizer.com)

In this case, the customer undertakes to return to the headquarters of SA Dynamized Technologies (Sentier Muraes 10 at 1440 Braine le Château Belgium), within 14 days following the communication to SA Dynamized Technologies of its decision to withdraw from the contract, and at its expense, devices received and refused, packaged in their original packaging and without any damage. The customer is only liable for the depreciation of the devices resulting from handling other than those necessary to establish the nature, characteristics, and proper functioning of the devices.

SA Dynamized Technologies undertakes to reimburse within 14 days of the day on which it is informed of the customer's decision to withdraw (but in all cases after receipt of the returned devices), to the bank account provided by the customer, the payment received and corresponding to the price paid for the returned devices as well as their shipping costs.

In the event that the devices have been unpacked from their original packaging or already connected to the clients' sanitary network, this right of withdrawal will be lost because the devices concerned can no longer be sold to third parties for reasons of hygiene and health.

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 client can reach the company by mail at the following address: [team@biodynamizer.com](mailto:team@biodynamizer.com)

8.2. In order to guarantee the proper functioning of filters, dynamizers and limescale treatment devices sold by the SA Dynamized Technologies, the client will comply with the placement instructions from SA Dynamized Technologies and, where applicable, from those of the manufacturers of the devices placed 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).

8.3. The client 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 m<sup>3</sup>) 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 client 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 client will place a particle filter (to retain fine particles of mud, sand, small gravel etc ...) upstream of the filter for this purpose.

8.4. 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 client 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.

8.5. In order to ensure that the dynamizers function properly, as they are made of copper pipes, the client 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.

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

8.7. 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)

8.8. 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 dynamizers 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 limescale adapted to this situation.

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

8.10. 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. Consequently, the transport of the ordered and paid devices is done under the responsibility of S.A. Dynamized Technologies (risk of loss or damage to the goods sent)

8.11. **Legal guarantee.** All devices sold by SA Dynamized Technologies benefit from the legal guarantee of 2 years relating to consumer protection (Belgian law of September 1, 2004) in the event of **non-conformity** of consumer goods (conformity to the description, to the use and performance of devices sold that customers can reasonably expect, or any bad installation due to incorrect placement instructions of the device manufactured by SA Dynamized Technologies, i.e. the Biodynamizer). This guarantee applies to a consumer acting for private purposes.

When the installation is included on the invoice from SA Dynamized Technologies, a bad installation can be assimilated to a lack of conformity. Since the installations are subcontracted to third parties, any recourse by a customer due to a bad installation that does not respect the rules of the art as well as the installation instructions of SA Dynamized Technologies or the manufacturers of the devices sold by SA Dynamized Technologies, will be the subject of an appeal of SA Dynamized Technologies with regard to the installer concerned.

8.12. At the end of the legal warranty applies the regime of **hidden defects** (art 1641 of the Civil Code) which is strictly limited to the replacement of the goods or the repair of the defects and cannot, under any circumstances, give rise to payment of damages. This guarantee can only be invoked by the customer if he has paid the invoiced amount in full and provides proof of the existence of a defect at the time of the sale.

## **Article 9: CLAIMS**

9.1. Any complaint regarding to 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](mailto:team@biodynamizer.com). In the absence of a complaint within eight calendar days, the invoices or deliveries are deemed to have been accepted.

9.2. All goods delivered and paid may not be returned to the seller except as provided in the Articles 7 & 8 above. In the event that goods were returned under this article these goods must imperatively be returned to the seller at the client'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 client. Any accident must be reported and explained by letter within the twenty-four hours of the event or its acquaintance. In the absence of such declaration within twenty-four hours, the client has no right to reverse the seller's view.

9.4. 9.4. Online dispute resolution: Clients established in Europe who have concluded their national or cross-border purchases online can access the European online dispute resolution platform via the following link: [https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint\\_en](https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint_en)

## **Article 10. CONFIDENTIALITY OF PERSONAL AND BANKING DATA**

Right of access and amendment of data. In order to meet the client's needs and provide the best possible service, SA Dynamized Technologies is required to record certain details about the client in its database (company name, VAT n<sup>o</sup>, company number, e-mail or postal address, surname, first name, telephone number, etc.). The fact of the client providing SA Dynamized Technologies with this information, via the website at [www.biodynamizer.com](http://www.biodynamizer.com), by e-mail or any other form of communication, equates to the client'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 client. This data will be used for client administration, order management, deliveries, invoicing material and immaterial services, monitoring the client's solvency, publicity, personalised treatment and the marketing of the products commercialized by SA Dynamized Technologies to clients. The client may be notified of offers from SA Dynamized Technologies by

telephone, post or e-mail. If the client 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 client service department at [team@biodynamizer.com](mailto:team@biodynamizer.com) stating company name, surname, first name and address. Client banking information. No banking information provided by clients when a purchase is made is saved, stored or made visible online.

Client 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:

- Client 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 clients to any third parties.
- Clients 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 clients need to do is send an e-mail to [team@biodynamizer.com](mailto:team@biodynamizer.com) clearly stating their details.
- Use of customer data for statistical purposes relative to browsing the site.

When you access the Dynamized Technologies website [www.biodynamizer.com](http://www.biodynamizer.com), the servers consulted automatically gather the following data:

- the IP address assigned to you when you log in;
- 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 clients’ preferences for certain types of information. This is to avoid the client having to enter the same information on the keyboard each time the client visits the Dynamized Technologies website. Most cookies only operate during a session or visit. No cookies contain information that may render the client likely to be contacted by telephone, e-mail or through the post. Clients 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’ 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 client 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 client 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](mailto:team@biodynamizer.com).

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