

Terms and Conditions of Total-Survival

1. General

1.1 These general terms and conditions apply to all offers from Total-Survival. The conditions are accessible to everyone and included on the Internet site of Total-Survival. Upon request, we will send you a written copy.

1.2 By placing an order you indicate that you agree with the delivery and payment conditions. Total-Survival reserves the right to change its delivery and/or payment conditions after the expiry of the term.

1.3 Unless otherwise agreed in writing, the general or specific terms and conditions or stipulations of third parties are not recognized by Total-Survival.

1.4 Total-Survival guarantees that the delivered product complies with the agreement and meets the specifications stated in the offer.

2. Delivery

2.1 Delivery takes place while stocks last.

2.2 Under the rules of distance selling, Total-Survival will execute orders at least within 30 days. If this is not possible (because the ordered item is out of stock or no longer available), or there is a delay for other reasons, or an order cannot or only partially be executed, the consumer will receive within 1 month after placing the order message and in that case he has the right to cancel the order without costs and notice of default.

2.3 Total-Survival's obligation to deliver will be met, subject to proof to the contrary, as soon as the goods delivered by Total-Survival have been offered to the customer. In the case of home delivery, the carrier's report, containing the refusal of acceptance, serves as full proof of the offer of delivery.

2.4 All terms stated on the website are indicative. No rights can therefore be derived from the aforementioned periods.

3. Prices

3.1 Prices will not be increased within the term of the offer, unless legal measures make this necessary or if the manufacturer implements interim price increases.

3.2 All prices on the site are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors.

3.3 All prices on the site are in EURO both exclusive and including 21% VAT.

4. Trial period / right of withdrawal

4.1 In the event of a consumer purchase, in accordance with the Distance Selling Act (Article 7:5 of the Belgian Civil Code), the customer has the right to return (part of) the delivered goods within a period of 14 working days without giving any reason. This period starts at the moment that the ordered goods have been delivered. If the customer has not returned the delivered goods to Total-Survival after this period, the purchase is a fact. Before proceeding with the return, the customer is obliged to notify Total-Survival in writing within the period of 14 working days after delivery. The customer must prove that the delivered goods have been returned on time, for example by means of proof of postal delivery. The goods must be returned in the original packaging (including accessories and associated documentation) and in a condition as described. If the goods have been used, encumbered or damaged in any way by the customer, the right to dissolution within the meaning of this paragraph will lapse. With due observance of the provisions in the previous sentence, Total-Survival will ensure that the full purchase amount, excluding the calculated shipping costs, is refunded to the customer within 14 days of proper

receipt of the return. Returning the delivered goods is entirely at the expense and risk of the customer.

4.2 The right to dissolution, as described in the previous paragraph, only relates to the delivered goods and will in no case relate to services.

4.3 The right of withdrawal does not apply to:

services of which the execution, with the consent of the consumer, has started before the period of seven working days goods or services whose price is subject to fluctuations in the financial market, over which the supplier has no influence goods that are manufactured according to the consumer's specifications, for example custom work, or that have a clearly personal character for goods or services that cannot be returned due to their nature, for example in connection with hygiene or that can spoil or age quickly audio and video recordings and computer software of which the consumer has broken the seal the supply of newspapers and magazines; for the services of betting and lotteries

5. Data management

5.1 If you place an order with Total-Survival, your details will be included in Total-Survival's customer database. Total-Survival adheres to the Personal Records Act and will not provide your information to third parties. See our Privacy Policy.

5.2 Total-Survival respects the privacy of the users of the internet site and ensures that your personal data is treated confidentially.

5.3 Total-Survival uses a mailing list in some cases. Each mailing contains instructions to remove yourself from this list.

6. Warranty

6.1 Total-Survival guarantees that the new products delivered by it meet the requirements of usability, reliability and lifespan as reasonably intended by the parties to the purchase agreement, and therefore guarantees the manufacturer's warranty of the product delivered to you. Used and expired products are supplied with only 1 month warranty unless the product is still covered by the manufacturer's warranty.

Total-Survival is never responsible for the ultimate suitability of the items for each individual application by the customer, nor for any advice regarding the use or application of the items.

6.2 The used products supplied by Total-Survival and products that have expired and which are no longer covered by the manufacturer's warranty are sold by Total-Survival without warranty. Factory warranty only applies to used and/or overaged products unless expressly stated by Total-Survival in the purchase agreement.

6.3 The customer is obliged to check the delivered goods immediately upon receipt. If it appears that the delivered item is wrong, defective or incomplete, the customer must immediately report these defects to Total-Survival in writing (before proceeding to return it to Total-Survival). Any defects or incorrectly delivered goods must and can be reported to Total-Survival in writing no later than 1 month after delivery. The goods must be returned in the original packaging (including accessories and associated documentation) and in new condition. Putting into use after a defect has been established, damage caused after a defect has been established, encumbrance and/or resale after a defect has been discovered, this right to complain and return lapses entirely.

6.4 If the customer's complaints are found to be well-founded by Total-Survival, Total-Survival will, at its discretion, replace the goods delivered free of charge or make a written settlement with the customer about compensation, on the understanding that the liability of Total-Survival and provided that the amount of compensation is always limited to a maximum of the invoice amount of the relevant items, or (at Total-Survival's option) to the maximum amount covered in the relevant case by Total-Survival's liability insurance. Any liability of Total-Survival for any other

form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage or damage due to lost profit.

6.5 Total-Survival is not liable for damage caused by intent or equivalent conscious recklessness on the part of non-managerial personnel.

6.6 This guarantee does not apply if: A) and as long as the customer is in default towards Total-Survival; B) the customer has repaired and/or processed the delivered goods himself or has had them repaired and/or processed by third parties. C) the delivered goods have been exposed to abnormal conditions or are otherwise handled carelessly or have been treated contrary to the instructions of Total-Survival and/or instructions for use on the packaging; D) the defectiveness is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used;

7. Offers

7.1 Offers are without obligation, unless stated otherwise in the offer.

7.2 Upon acceptance of a non-binding offer by the buyer, Total-Survival reserves the right to revoke or deviate from the offer within a period of 3 working days after receipt of that acceptance.

7.3 Verbal promises only bind Total-Survival after they have been expressly confirmed in writing.

7.4 Total-Survival offers do not automatically apply to repeat orders.

7.5 Total-Survival cannot be held to its offer if the customer should have understood that the offer, or a part thereof, contained an obvious mistake or error.

7.6 Additions, changes and/or further agreements are only effective if agreed in writing.

8. Agreement

8.1 An agreement between Total-Survival and a customer is established after an order has been assessed for feasibility by Total-Survival.

8.2 Total-Survival reserves the right not to accept orders or assignments without stating reasons or to accept them exclusively on the condition that the shipment is made cash on delivery or after payment in advance.

9. Pictures and Specifications

9.1 All images; photos, drawings, etc.; Information regarding weights, dimensions, colours, images of labels, etc. on the Internet site of Total-Survival are only approximate, are indicative and cannot give rise to compensation or dissolution of the agreement.

10. Force Majeure

10.1 Total-Survival is not liable if and insofar as its obligations cannot be fulfilled as a result of force majeure.

10.2 Force majeure is understood to mean any strange cause, as well as any circumstance that should not reasonably be at its risk. Delay or non-performance by our suppliers, Internet disruptions, electricity disruptions, e-mail disruptions and disruptions or changes in technology provided by third parties, transportation difficulties, strikes, government action, delays in supply, negligence of suppliers and/ or manufacturers of Total-Survival as well as of auxiliary persons, illness of personnel, defects in auxiliary or means of transport are expressly regarded as force majeure.

10.3 In the event of force majeure, Total-Survival reserves the right to suspend its obligations and is also entitled to dissolve the agreement in whole or in part, or to demand that the content of the agreement be amended in such a way that execution remains possible. Under no circumstances is Total-Survival obliged to pay any fine or compensation.

10.4 If Total-Survival has already partially fulfilled its obligations at the commencement of the force majeure, or can only partially fulfill its obligations, it is entitled to separately invoice the

already delivered or the deliverable part and the customer is obliged to pay this invoice as it was a separate contract. However, this does not apply if the part already delivered or deliverable has no independent value.

11. Liability

11.1 Total-Survival is not liable for damage to vehicles or other objects caused by incorrect use of the products. Before use, read the instructions on the packaging and/or consult our website.

12. Retention of Title

12.1 Ownership of all goods sold and delivered by Total-Survival to the customer remains with Total-Survival as long as the customer has not settled the claims of Total-Survival under the agreement or previous or later similar agreements, as long as the customer has performed or work still to be performed under these or similar agreements and as long as the customer has not yet paid the claims of Total-Survival due to failure to fulfill such obligations, including claims in respect of fines, interest and costs, and other as referred to in Section 3:92 of the Dutch Civil Code.

12.2 The goods delivered by Total-Survival which fall under the retention of title may only be resold in the context of normal business operations and may never be used as a means of payment.

12.3 The customer is not authorized to pledge or in any other way encumber the goods subject to retention of title.

12.4 The customer already now gives unconditional and irrevocable permission to Total-Survival or a third party to be appointed by Total-Survival, in all cases in which Total-Survival wishes to exercise its property rights, to enter all those places where its properties will then be located. and take those things there.

12.5 If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the customer is obliged to inform Total-Survival as soon as can reasonably be expected.

12.6 The customer undertakes to insure and keep insured the goods delivered subject to retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection to Total-Survival on first request.

13. Applicable law/competent court

13.1 Belgian law applies to all agreements.

13.2 Disputes arising from an agreement between Total-Survival and the buyer, which cannot be resolved by mutual agreement, will be subject to the competent court in the Bunde district, unless Total-Survival prefers the difference to the competent court of subject to the domicile of the buyer, and with the exception of those disputes that fall within the competence of the subdistrict court.

Total-Survival is owned and part of:

Total Trading B.V.
Driebekenweg 4
3680 Maaseik
Belgium

Registered in the trade register under number: ON0737756957