



BEWENG
SECURITY SOLUTIONS

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ACCESS
CONTROL



MECHANICAL
SECURITY SOLUTIONS



VIDEO
SURVEILLANCE



INTRUDER
ALARM SYSTEMS



FIRE
PROTECTION



SECURITY
SAFES

GENERAL TERMS AND CONDITIONS

General

1. The following general terms and conditions apply exclusively in all markets in which Beweng S.A. acts as a seller, unless otherwise expressly agreed in writing. Consequently, by entering into a contract with Beweng S.A., the customer, hereinafter referred to as the Buyer, expressly agrees to these terms and conditions and waives the right to rely on its own or any other terms and conditions, whether general or specific, printed or unprinted, unless they have been approved in writing by the Seller.

Prices

2. The prices and terms set out in quotations are non-binding on the seller. An order shall only become binding on the seller once it has been confirmed by the seller in writing. The dispatch of the goods or the invoice may serve as a substitute for the seller's written acceptance.

3. Unless otherwise agreed, prices are ex-warehouse. Depending on the order value and transport arrangements, a contribution towards transport costs may be invoiced.

4. Prices are always exclusive of VAT, unless otherwise agreed.

5. The sales prices stated in the Seller's price lists are based on the purchase prices known on the date of the quotation. Any price changes made by the Seller's suppliers, as well as any changes to the exchange rate for foreign currencies, shall automatically result in an adjustment to the sales price stated in the quotation, with the adjustment being of the same magnitude.

6. Prices do not include the cost of pallets and packaging or other ancillary costs: these will be invoiced separately where applicable. The terms for the return of pallets and packaging shall be specifically agreed between the two parties. The costs of unloading using a crane shall be invoiced on the basis of the fee or unit rate notified to the buyer. The unloading of heavy items, such as safes, onto a concrete slab shall be carried out solely under the express responsibility of the buyer, who must ensure the stability of the slab.

Deliveries

7. Delivery is made by hand from a lorry, provided the road is passable. Unloading and any resulting costs shall be borne by the buyer, who shall also bear the costs arising from the poor condition of the roads or the inability to unload the delivery.

8. Delivery times are provided for information purposes only and commence on the date of full receipt of the deposit. Failure to meet these times therefore entitles the buyer neither to a remedy nor to an action for rescission.

9. In the event of the buyer's absence, the buyer hereby authorises any person present at the delivery location to take delivery of the goods in a legally valid manner, and waives all claims or actions arising from a failure to take personal delivery of the goods.

10. The buyer is obliged either to collect the purchased goods as soon as they are available in stock or to accept delivery within two weeks. After this period has expired, storage costs may be charged.

Payments

11. Invoices are payable in cash without any discount, unless the seller grants an exception. The costs of payment shall be borne by the buyer.

12. The seller reserves the sole right, at its discretion, to accept or reject the opening of a customer account for natural or legal persons who have applied for one. The seller expressly reserves the right to close or suspend the use of the customer account, as well as future and current orders, in particular in the event of late payment of invoices. In this case, all other invoices, even if not yet due, shall become due immediately. Whilst the formalities for opening the buyer's account on are being completed, all purchases must be paid for in cash.

13. Any invoice not settled by the agreed due date shall, by operation of law, incur interest for late payment at a rate of 2% (consumers) and 8% (businesses, public authorities, the State) on the principal amount, including taxes, fees, duties and other charges, from the due date of the second reminder.

Retention of title

14. The goods sold remain the property of the seller until the price has been paid in full by the buyer.

15. Furthermore, the seller reserves the right to have the deed recording the sale re-registered in order to be able to exercise the seller's statutory privilege.

Reminder fees and debt collection costs

16. Any outstanding invoice amounts not paid within eight days of the second reminder being sent will be subject to reminder charges of at least €20 (consumers) and €40 (businesses, public authorities, the state). Should the outstanding invoice amounts, reminder fees and interest on arrears not be paid within eight days of the third reminder being sent, collection costs will also be incurred through the involvement of a solicitor or a debt collection agency.

Returns and Exchanges

17. Returns or exchanges must be expressly accepted by the seller. If consent is given, the buyer must present the invoice or receipt and the delivery note relating to the returned or exchanged goods. No exchanges can be made after the expiry of the 30-day period following delivery. Only goods that are held in stock and are in their original packaging may be exchanged. In the event of a return, the buyer must request in writing whether they wish the seller to arrange collection of the returned goods. In the latter case, 20% of the price of the goods will be deducted to cover transport costs and other charges. If the buyer arranges the return themselves, only 10% of the price of the goods will be deducted to cover costs. In the event of a return, the buyer will receive a voucher or credit note valid for three months.

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Liability and Complaints

18. The seller's liability for failure to fulfil their contractual obligations may only be invoked in the event of gross negligence on the part of the seller. In principle, the seller bears no responsibility for the products sold. However, any liability on the part of the seller established by a court may not result in damages exceeding €12,500.

19. Any complaint must, as a general rule, be made upon receipt of the goods or must be submitted in writing within 8 days of delivery. However, a complaint can only be accepted before the goods have been processed.

20. The goods are deemed to have been received and approved prior to dispatch or, alternatively, by the request for delivery. Minor discrepancies between the goods delivered and the samples provided at the time of ordering do not constitute grounds for a complaint, provided that they do not impair the proper use of the goods. Should it be materially impossible for the seller to fulfil the order within the specified time limits, the seller reserves the right to replace the goods originally intended with goods of equivalent quality.

21. Beweng S.A. grants a two-year product warranty on all deliveries and installations carried out by the company itself. Any complaint must be submitted by registered post immediately upon the discovery of any defects.

Jurisdiction clause

22. This contract is governed by Luxembourg law. The courts of Luxembourg shall have exclusive jurisdiction.

Miscellaneous

23. The order is concluded subject to the terms and conditions set out above, which the buyer confirms to have read and understood. Acceptance of the delivery shall be deemed to constitute acceptance of the General Terms and Conditions. In the event that one or more of the above provisions are deemed invalid, the parties agree that all others shall remain in force.

24. We charge a processing fee of 25 euros for subsequent changes to the delivery or billing address.

25. As part of our breakdown assistance services, we are committed to dealing with emergencies quickly and efficiently. Call-out and service charges may apply, which will be communicated transparently in advance. Our services are based on agreed standards and tailored to the individual needs of our customers. The following terms of service apply:

26. Call-out and service charges: These are calculated on the basis of transparent flat rates, which depend on the time of day and the day of the week.

- a. Regular working hours: Standard flat rates apply from Monday to Friday, 08:00 to 16:30.
- b. Evening and night-time hours: A surcharge of X% applies to call-outs between 16:30 and 08:00, as well as at weekends.
- c. Public holidays: On public holidays, a separate flat rate is charged, which will be communicated in advance.

27. Scope of services: Our services include the diagnosis and resolution of the reported problem and, where necessary, the provision of spare parts, where technically feasible.

28. Information and consent: All costs are communicated transparently in advance and require the customer's consent before work begins. Our service and call-out charges are to be paid by card immediately upon the technician's arrival.

29. Emergencies outside normal working hours: In urgent cases outside the times mentioned above, an individual cost estimate can be provided.

Detailed flat rates and surcharges can be obtained by telephone.

26. Cancellation of appointments and cancellation fee

Agreed appointments are binding. Should the customer be unable to attend an appointment, it must be cancelled at least 48 hours before the agreed time. If the cancellation is not made in good time or if the customer fails to attend the agreed appointment, the seller reserves the right to charge a cancellation fee of at least €100, unless a valid reason can be demonstrated. The right to claim further damages is reserved.

27. Cancellation, Returns and Administrative Costs

Cancellations are only valid if they have been approved in advance by BEWENG S.A. in writing. A request for cancellation must be received by BEWENG S.A. within 14 calendar days of receipt of the order confirmation.

Once this period has expired, cancellation of the order is generally not permitted. Exceptions are possible only as a gesture of goodwill, following prior review of the specific case and with the express written consent of BEWENG S.A. There is no entitlement to consent to a cancellation.

If, in exceptional circumstances, BEWENG S.A. agrees to a cancellation, the company is entitled to charge a flat-rate return and handling fee amounting to 20 per cent of the net value of the goods for any goods that have already been bindingly ordered, customised, configured, reserved or made available for the specific order.

The customer reserves the right to prove that BEWENG S.A. has incurred no costs or damage, or only significantly lower costs or damage. BEWENG S.A. reserves the right to prove that it has incurred actual costs or damage in excess of this amount. This provision applies exclusively to businesses. Statutory rights, in particular rights arising from defects, as well as mandatory statutory rights of consumers, remain unaffected.