Deltazijde 30 A - 30 B
1261 ZM BLARICUM
THE NETHERLANDS
: +31 (0)35 208 9316
: info@besure-nl.com
: besure-international.nl
KvK/COC: 90744039
BTW/VAT NL 865 437 154 B 01

GENERAL TERMS AND CONDITIONS

BeSuRe International B.V.

Version 05-08-2026

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CHAPTER 1 – DEFINITIONS, APPLICABILITY AND FORMATION OF AGREEMENTS

Article 1 – Definitions

In these General Terms and Conditions, the following terms shall have the meanings set out below:

1.1 BeSuRe
BeSuRe International B.V., having its registered office in Blaricum, the Netherlands, registered with the Dutch Chamber of Commerce under registration number 90744039, including its legal successors, affiliated companies and any third parties engaged by BeSuRe in the performance of the Agreement, unless the context requires otherwise.

1.2 Customer
Any natural person acting in the course of a profession or business, any legal entity, governmental authority or other organisation with whom BeSuRe enters into or intends to enter into an Agreement.

1.3 Parties
BeSuRe and the Customer jointly; each individually referred to as a Party.

1.4 Agreement
Any agreement, assignment, quotation, acceptance of a quotation, purchase order, order confirmation, framework agreement, maintenance agreement, service agreement, lease agreement, subscription agreement, licence agreement or any other legal relationship between the Parties.

1.5 Products
All goods supplied or made available by BeSuRe, including but not limited to:

- Electronic Article Surveillance (EAS) systems;
- detection gates;
- RFID solutions;
- Electronic Shelf Labels (ESL);
- people counting systems;
- CCTV and camera systems;
- access control systems;
- security tags;
- security labels;
- deactivators;
- accessories;
- spare parts;
- hardware;
- software;
- firmware;
- cloud components;
- any other technical products.

1.6 Services
All services performed by BeSuRe, including but not limited to:

- consultancy and advisory services;
- engineering;

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- project management;
- installation;
- configuration;
- programming;
- system integration;
- commissioning;
- training;
- inspection;
- preventive and corrective maintenance;
- repairs;
- breakdown services;
- monitoring;
- remote support;
- on-site support;
- software and firmware updates;
- technical consultancy;
- any other technical or commercial services.

1.7 Software
All software, firmware, operating software, Software-as-a-Service (SaaS), cloud software, mobile applications, portals, dashboards, APIs, scripts, databases and any other digital programs supplied or made available by BeSuRe.

1.8 Cloud Services
All online services, including hosting, cloud storage, remote management, dashboards, data analytics, backup services, Pro Active Monitoring, licence portals and any other internet-based or platform services.

1.9 Installation
All activities required for the delivery, assembly, installation, connection, configuration, programming, testing, commissioning and acceptance of the Products.

1.10 Business Day
Any day from Monday through Friday, excluding officially recognised public holidays in the Netherlands.

1.11 In Writing
The term “in writing” shall also include any communication made by means of a durable medium, including:

- e-mail;
- electronic signatures;
- customer portals;
- electronic messages; and
- any other digital communication method capable of being stored and reproduced.

1.12 Intellectual Property Rights
All existing and future intellectual property rights, including:

- copyrights;
- database rights;

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- trademark rights;
- design rights;
- patents;
- trade names;
- domain names;
- know-how;
- trade secrets;
- source code;
- object code;
- documentation;
- technical drawings; and
- software.

1.13 Incoterms
The latest version of the Incoterms® published by the International Chamber of Commerce (ICC). Where the Parties agree upon an Incoterm, Incoterms® 2020 shall apply unless otherwise agreed in writing.

1.14 Sanctions Legislation
All applicable national and international sanctions laws, export control laws, dual-use regulations, anti-boycott legislation and any other laws and regulations governing international trade.

1.15 Confidential Information
Any information, in whatever form, disclosed by one Party to the other Party that is designated as confidential or that reasonably should be understood to be confidential, including technical, commercial, financial and organisational information, software, documentation, pricing, quotations, designs, source code and trade secrets.

1.16 Force Majeure
Any circumstance within the meaning of Section 6:75 of the Dutch Civil Code, as well as any circumstance beyond the reasonable control of BeSuRe that temporarily or permanently prevents or renders unreasonably burdensome the performance of the Agreement.

1.17 Laws and Regulations
All applicable national, European Union and international laws, regulations, directives, standards, rules and governmental decisions applicable to the Agreement, the Products or the Services.

1.18 Personal Data
Any information relating to an identified or identifiable natural person as defined in the General Data Protection Regulation (GDPR).

1.19 GDPR
Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation), including all implementing legislation and any amendments or successor legislation.

1.20 Written Approval
Any approval granted by an authorised representative of BeSuRe in writing, including approval given by e-mail or through any digital system used by BeSuRe.

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Article 2 – Applicability

2.1
These General Terms and Conditions apply to all offers, quotations, Agreements, deliveries, installations, Services, maintenance agreements, software licences, Cloud Services, subscriptions and all other legal relationships between BeSuRe and the Customer.

2.2
Any deviation from these General Terms and Conditions shall only be valid if expressly agreed and confirmed by BeSuRe in writing.

2.3
The applicability of any general terms and conditions of the Customer is hereby expressly rejected, irrespective of the time at which such terms and conditions are provided or referred to.

2.4
Where separate terms and conditions apply to specific Products or Services, including but not limited to software, cloud services, maintenance or leasing, such terms and conditions shall form an integral part of the Agreement.

2.5
In the event of any inconsistency between contractual documents, the following order of precedence shall apply:

1. the written Agreement;
2. the order confirmation;
3. any specific or supplementary terms and conditions;
4. these General Terms and Conditions.

2.6
The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

Article 3 – Quotations and Offers

3.1
All quotations and offers issued by BeSuRe are non-binding unless expressly stated otherwise in writing.

3.2
Unless otherwise stated in writing, quotations shall remain valid for thirty (30) days from the date of issue.

3.3
Obvious clerical errors, typographical errors, calculation errors, omissions or other manifest mistakes shall not be binding upon BeSuRe.

3.4
Illustrations, drawings, dimensions, technical specifications, product descriptions and brochures are provided for information purposes only and shall not form part of the Agreement unless expressly agreed otherwise in writing.

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3.5
BeSuRe reserves the right to make technical modifications or improvements to the Products, provided that such modifications do not materially affect their intended functionality or performance.

3.6
All quotations are based on the information supplied by the Customer. The Customer warrants the accuracy, completeness and reliability of such information and shall bear the consequences of any inaccuracies or omissions.

Article 4 – Formation of the Agreement

4.1
An Agreement shall only come into existence after BeSuRe has confirmed the Customer's order in writing or has commenced performance of the Agreement.

4.2
Any oral statements, representations or commitments made by employees or representatives of BeSuRe shall only be binding upon BeSuRe if confirmed by an authorised representative in writing.

4.3
Any amendment, addition or alteration to the Agreement requested by the Customer shall constitute a variation and may result in adjustments to the purchase price, delivery schedule, implementation planning and delivery period.

4.4
If the Customer cancels an order after BeSuRe has commenced work, incurred costs or ordered materials, BeSuRe shall be entitled to charge the Customer for all costs incurred, loss of profit, cancellation costs and any other damages suffered.

4.5
Engineering services, technical drawings, project management, system designs, installation specifications and similar preparatory work may be invoiced separately, irrespective of whether the Products are ultimately supplied or the project proceeds to completion.

4.6
For installation projects, BeSuRe shall be entitled to require an advance payment of at least fifty percent (50%) of the total contract value before ordering materials, allocating resources or scheduling installation activities.

4.7
Where, in the reasonable opinion of BeSuRe, the Customer's financial position or creditworthiness so requires, BeSuRe shall be entitled to require advance payment, additional security or other adequate assurances before performing the Agreement.

Article 5 – Electronic Communication

5.1

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Electronic communications exchanged between the Parties shall have the same legal force and effect as communications made in writing.

5.2
Electronic signatures, digitally executed agreements, electronic order confirmations and electronic acceptances shall constitute legally valid signatures and evidence of the Parties' intention to be bound.

5.3
The Parties acknowledge and agree that electronically stored records, communications and data may be used as evidence in legal or arbitral proceedings to the same extent as written documents.

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CHAPTER 2 – PRICES, DELIVERY, TRANSFER OF RISK AND INTERNATIONAL TRADE

Article 6 – Prices

6.1
Unless expressly agreed otherwise in writing, all prices quoted by BeSuRe are:

- exclusive of value added tax (VAT);
- exclusive of import duties, export duties, excise duties and any other governmental levies;
- exclusive of transportation, shipping, insurance, packaging and handling costs;
- exclusive of installation, assembly, programming, configuration and commissioning costs;
- exclusive of travel, accommodation and parking expenses;
- exclusive of costs relating to permits, inspections or certifications.

6.2
Prices are based on the circumstances prevailing on the date of the quotation.

6.3
If, after the quotation has been issued, changes occur in, among other things:

- purchase prices;
- raw material prices;
- transportation costs;
- energy prices;
- wages;
- exchange rates;
- import or export duties;
- taxes;
- insurance premiums;
- government measures,

BeSuRe shall be entitled to adjust the agreed price accordingly.

6.4
Price adjustments resulting from changes in applicable laws or regulations may be implemented immediately.

6.5
Obvious calculation, typographical or clerical errors in quotations or price lists shall not be binding upon BeSuRe.

Article 7 – Additional Work

7.1
Any work not expressly included in the Agreement shall be deemed additional work.

7.2
Additional work includes, but is not limited to:

- additional engineering;

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- additional cabling;
- structural or construction-related provisions;
- additional installation work;
- software configuration;
- programming;
- testing;
- commissioning;
- additional training;
- additional project management.

7.3
Additional work shall be carried out at the rates applicable by BeSuRe at the time of execution.

7.4
Additional work instructed orally by the Customer may be performed and invoiced by BeSuRe.

Article 8 – Delivery

8.1
Delivery shall take place in accordance with the written order confirmation.

8.2
Any delivery times stated are indicative only and shall never constitute strict deadlines unless expressly agreed otherwise in writing.

8.3
Exceeding a delivery period shall not entitle the Customer to:

- compensation for damages;
- suspension of its payment obligations;
- termination of the Agreement,

unless such delay results from BeSuRe's wilful misconduct or deliberate recklessness.

8.4
BeSuRe shall be entitled to make partial deliveries and to invoice such deliveries separately.

8.5
If delivery becomes impossible due to circumstances attributable to the Customer, all resulting costs shall be borne by the Customer.

Article 9 – Incoterms® 2020

9.1
Unless otherwise agreed in writing, all deliveries shall be made EXW (Ex Works) in accordance with Incoterms® 2020.

9.2
If the Parties agree upon another Incoterm, such Incoterm shall prevail over Clause 9.1.

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9.3
The agreed Incoterm shall exclusively determine the allocation of:

- transport responsibility;
- transfer of risk;
- customs formalities;
- insurance;
- transportation costs.

9.4
The applicable Incoterm shall not affect the transfer of ownership as provided for in these General Terms and Conditions.

Article 10 – Transportation and Shipment

10.1
Transportation shall be arranged in a manner determined by BeSuRe unless otherwise agreed in writing.

10.2
If the Customer appoints a carrier other than the one selected by BeSuRe, all resulting costs and risks shall be entirely borne by the Customer.

10.3
Transport insurance shall only be arranged if the Customer requests this in writing in advance and pays the associated costs.

10.4
Packaging shall not be returned unless otherwise agreed in writing.

Article 11 – Transfer of Risk

11.1
The risk of loss, damage or depreciation of the Products shall pass to the Customer in accordance with the agreed Incoterm.

11.2
If no Incoterm has been agreed, the risk shall pass as soon as the Products leave BeSuRe's warehouse.

11.3
Storage of Products at the Customer's request shall be entirely at the Customer's expense and risk.

11.4
Paid stock items (PSI) stored by BeSuRe shall remain entirely at the Customer's risk.

11.5
During storage, the Customer shall adequately insure the Products against, among other things:

- fire;

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- theft;
- water damage;
- transport damage;
- vandalism;
- any other property damage.

Article 12 – Installation and Acceptance

12.1
Installation shall only take place after:

- all structural and construction-related preparations have been completed;
- the location is safely accessible;
- the necessary power supply is available;
- internet connections are available;
- the agreed advance payment has been received.

12.2
Any delay caused by the Customer shall automatically extend the agreed implementation schedule.

12.3
Additional travel, waiting or installation costs resulting from delays attributable to the Customer shall be invoiced separately.

12.4
Upon completion of the installation, the system shall be deemed accepted once:

- a functional test has been successfully completed; or
- the system has been put into use by the Customer.

Article 13 – Export, Sanctions and International Trade

13.1
The Customer warrants that the Products shall not be supplied, resold or used in violation of:

- Dutch legislation;
- European sanctions legislation;
- United States export control legislation, where applicable;
- United Nations sanctions;
- any other applicable international trade restrictions.

13.2
The Customer shall not export the Products to any country, organisation or person subject to an export prohibition.

13.3
BeSuRe shall be entitled to suspend deliveries immediately if there is reasonable doubt regarding compliance with applicable export control or sanctions legislation.

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13.4
The Customer shall fully indemnify and hold BeSuRe harmless against all losses, damages, liabilities, costs and claims arising from any violation of export control or sanctions legislation.

Article 14 – Customs Formalities

14.1
Unless otherwise agreed in writing, the Customer shall be responsible for:

- import licences;
- export licences;
- customs declarations;
- certifications;
- import duties;
- local taxes.

14.2
Delays caused by customs authorities shall not be at the expense or risk of BeSuRe.

Article 15 – Inspection upon Delivery

15.1
The Customer shall carefully inspect the Products immediately upon delivery.

15.2
Visible defects or transport damage must be reported in writing no later than five (5) business days after delivery.

15.3
Hidden defects must be reported in writing no later than fourteen (14) days after their discovery.

15.4
Following processing, installation or commissioning, the Products shall be deemed accepted by the Customer, except for hidden defects that could not reasonably have been discovered earlier.

15.5
Submitting a complaint shall not relieve the Customer of its payment obligations.

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CHAPTER 3 – PAYMENT, SECURITY AND RETENTION OF TITLE

OOFDSTUK 3 – BETALING, ZEKERHEDEN EN EIGENDOMSVOORBEHOUD

Article 16 – Invoicing

16.1
BeSuRe shall invoice in accordance with the payment schedule agreed between the Parties.

16.2
Unless otherwise agreed in writing, BeSuRe shall be entitled to issue invoices:

- upon order confirmation (advance payment);
- upon delivery of the Products;
- upon completion of installation work;
- upon completion of an agreed project phase;
- periodically for subscriptions, software licences, cloud services and maintenance services.

16.3
BeSuRe shall be entitled to issue electronic invoices. Electronic invoices shall be deemed legally valid and accepted by the Customer.

16.4
A detailed invoice shall be deemed fully accepted unless the Customer objects to it in writing within eight (8) business days.

Article 17 – Payment

17.1
Unless otherwise agreed in writing, payment shall be made within fourteen (14) calendar days from the invoice date.

17.2
For Products forming part of the standard assortment offered through the BeSuRe International B.V. webshop, immediate payment shall be required, irrespective of whether such Products are ordered via the webshop, e-mail, telephone, a digital payment request, a quotation, a purchase order or any other means of communication.

Payment shall be made immediately using one of the electronic payment methods offered by BeSuRe, including Wero, iDEAL or a digital payment request issued by BeSuRe.

Orders shall only be processed and, where applicable, shipped after full payment has been received and verified by BeSuRe.

If, at its sole discretion, BeSuRe permits webshop orders to be supplied on account, the remaining provisions of Article 17 shall continue to apply in full. BeSuRe reserves the right to refuse such payment terms without stating reasons or to impose additional conditions.

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17.3
BeSuRe shall be entitled to modify the payment methods it offers or to determine, per sales channel, product category or Customer, which payment methods are available.

17.4
Unless otherwise agreed in writing, the following payment schedule shall apply to installation projects:

- 50% upon order confirmation;
- 50% prior to delivery or no later than two (2) business days before installation.

BeSuRe may deviate from this payment schedule where the nature or scope of the project so requires.

17.5
For specially manufactured, configured or customised Products, BeSuRe may require full payment in advance.

17.6
Maintenance, software, cloud and service agreements shall be invoiced monthly or annually in advance.

17.7
All payments shall be made without deduction, discount, set-off or suspension.

Article 18 – Security

18.1
BeSuRe shall be entitled to require additional security before or during the performance of the Agreement if:

- there is reasonable doubt regarding the Customer's creditworthiness;
- the Customer is in payment default;
- credit insurers reduce or withdraw coverage;
- the Customer's financial position deteriorates.

18.2
The required security may include, but is not limited to:

- advance payment;
- bank guarantee;
- parent company guarantee;
- pledge;
- suretyship;
- any other security acceptable to BeSuRe.

18.3
Until sufficient security has been provided, BeSuRe shall be entitled to suspend all or part of its obligations.

Article 19 – Default

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19.1
If the payment term is exceeded, the Customer shall automatically be in default without any notice of default being required.

19.2
From the due date onwards, statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code shall be payable.

19.3
In addition, BeSuRe shall be entitled to recover all extrajudicial collection costs based on the actual costs incurred, with a minimum of fifteen percent (15%) of the outstanding invoice amount.

19.4
All judicial costs, attachment costs and enforcement costs shall be borne entirely by the Customer.

Article 20 – Suspension

20.1
In the event of late payment, BeSuRe shall be entitled, without prior notice of default, to:

- suspend deliveries;
- suspend installation activities;
- temporarily deactivate software licences;
- temporarily suspend access to cloud services;
- postpone maintenance services;
- temporarily deactivate Pro Active Monitoring, insofar as contractually permitted.

20.2
Suspension shall not affect the Customer's payment obligations.

Article 21 – Retention of Title

21.1
All Products supplied by BeSuRe shall remain the exclusive property of BeSuRe until the Customer has fully satisfied all obligations relating to:

- the purchase price;
- interest;
- collection costs;
- damages;
- any other claims arising under the Agreement.

21.2
The retention of title shall also extend to future deliveries and to all other claims which BeSuRe may acquire against the Customer.

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21.3
Until ownership has passed, the Customer may only use the Products in the ordinary course of its business.

Article 22 – Protection of Ownership

22.1
The Customer shall ensure that Products subject to retention of title are:

- carefully stored;
- separately recorded in its administration;
- adequately insured;
- not pledged;
- not leased or rented out;
- not encumbered;
- not transferred other than in the ordinary course of business.

22.2
If any third party attaches or seizes Products subject to retention of title, the Customer shall immediately notify BeSuRe in writing.

Article 23 – Repossession

23.1
In the event of default, BeSuRe shall be entitled to repossess the Products without prior court intervention.

23.2
The Customer hereby irrevocably authorises BeSuRe to enter any premises where the Products are located for the purpose of repossession.

23.3
All costs relating to dismantling, transportation, storage and restoration shall be borne entirely by the Customer.

Article 24 – Right of Retention

24.1
BeSuRe shall be entitled to retain possession of Products, components, documentation or any other property belonging to the Customer until all outstanding claims have been paid in full.

Article 25 – Set-off

25.1
BeSuRe shall be entitled to set off any claims it has against the Customer against any obligations owed by BeSuRe to the Customer.

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25.2
The Customer shall only be entitled to set off claims if BeSuRe has given its prior written consent or if the counterclaim has been irrevocably established by a competent court.

Article 26 – Financial Consequences of Cancellation

26.1
Cancellation of an order shall entitle BeSuRe to reimbursement of all costs already incurred, including:

- engineering;
- project management;
- ordered materials;
- reserved production capacity;
- purchased software licences;
- scheduled installation personnel;
- transportation costs;
- storage costs;
- administrative costs.

26.2
In the case of customised products, projects or installation contracts, the Customer shall also compensate BeSuRe for loss of profit.

26.3
If the actual damage cannot readily be determined, the Customer shall owe compensation equal to at least thirty percent (30%) of the total contract value, without prejudice to BeSuRe's right to claim full compensation where the actual damage exceeds this amount.

Article 27 – Credit Limits

27.1
BeSuRe may grant the Customer a credit limit.

27.2
If the credit limit is exceeded, BeSuRe shall be entitled to:

- refuse new orders;
- suspend ongoing deliveries;
- require advance payment;
- temporarily suspend existing agreements.

27.3
The granting of a credit limit shall not create any obligation on the part of BeSuRe to accept future orders.

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CHAPTER 4 – INSTALLATION, ACCEPTANCE, WARRANTY AND SERVICE

Article 28 – General Provisions Regarding Installation

28.1
BeSuRe shall perform installation work in accordance with the technical specifications agreed between the Parties, the applicable laws and regulations, and the standards of good workmanship.

28.2
Installation work shall only commence after the Customer has fulfilled all preparatory obligations set out in these General Terms and Conditions or in the Agreement.

28.3
If, during the execution of the installation work, additional work proves necessary to ensure a proper or safe installation, BeSuRe shall be entitled to perform such work as additional work.

28.4
Unless otherwise agreed in writing, structural works, demolition work, painting, carpentry, masonry, flooring, ceiling works, electrical works and network infrastructure shall not form part of the Agreement.

28.5
BeSuRe shall determine the installation method unless the Parties have expressly agreed otherwise.

Article 29 – Customer Obligations

29.1
Prior to the commencement of the installation work, the Customer shall ensure that:

- the installation site is safely accessible;
- all required permits have been obtained;
- the required electrical supply is available;
- internet connections are operational;
- all cabling has been completed, unless such cabling is to be installed by BeSuRe;
- all structural and construction-related work has been completed;
- all obstacles have been removed.

29.2
If the installation work cannot be carried out due to circumstances attributable to the Customer, all waiting time, additional travel time and additional work shall be invoiced separately.

29.3
The Customer warrants that all information provided to BeSuRe is accurate, complete and up to date.

Article 30 – Acceptance

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30.1
Upon completion of the installation work, BeSuRe shall carry out a functional final inspection.

30.2
An installation shall be deemed accepted if:

- the final inspection has been successfully completed;
- the Customer puts the installation into operation; or
- the Customer refuses to accept the installation without reasonable grounds.

30.3
Minor defects that do not prevent the normal use of the installation shall not constitute grounds for refusing acceptance.

30.4
Following acceptance, the risk shall transfer in accordance with the provisions of Chapter 2.

Article 31 – Warranty

31.1
BeSuRe warrants that the Products supplied shall be free from material, manufacturing and design defects during the agreed warranty period.

31.2
Unless otherwise agreed in writing, the standard warranty period shall be:

- twenty-four (24) months for newly supplied hardware;
- twelve (12) months for installation work performed;
- ninety (90) days for repair work performed.

31.3
Software, firmware and cloud applications shall only be covered by the warranty expressly provided for in the applicable licence terms.

31.4
Under the warranty, BeSuRe shall, at its sole discretion:

- repair the Product;
- replace the Product;
- replace defective components; or
- grant an appropriate price reduction.

The Customer shall not be entitled to demand any specific form of remedy.

Article 32 – Warranty Exclusions

32.1
The warranty shall become void if a defect has been caused, in whole or in part, by:

- improper or negligent use;
- improper maintenance;

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- modifications made by third parties;
- installation by third parties;
- third-party installations or equipment;
- vandalism;
- fire;
- lightning;
- moisture;
- flooding;
- storms;
- power supply disturbances;
- internet outages;
- failures in Wi-Fi networks;
- changes to the installation environment affecting the performance of detection systems;
- third-party software;
- computer viruses;
- cyber incidents;
- incorrect network configurations;
- use of the Products outside their intended specifications.

Article 33 – Warranty Services

33.1
Warranty services shall be performed during normal business days and office hours.

33.2
BeSuRe shall determine whether warranty repairs are carried out:

- on-site;
- remotely;
- at its own service facility; or
- by replacement of the Product or component.

33.3
Any defective parts replaced under warranty shall become the property of BeSuRe.

33.4
Repair or replacement under warranty shall not give rise to a new warranty period.

Article 34 – Software, Firmware and Updates

34.1
Software is supplied under licence and is never sold.

34.2
BeSuRe reserves the right to release updates, patches and firmware updates.

34.3
Updates may be required for reasons including:

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- security;
- cybersecurity;
- compatibility;
- compliance with legal obligations;
- performance improvements.

34.4
If the Customer refuses to install or permit the installation of mandatory updates, BeSuRe shall not be liable for any resulting defects, malfunctions, damages or losses.

Article 35 – Service and Maintenance Agreements

35.1
Service and maintenance services shall only be provided where the Parties have entered into a separate service and maintenance agreement.

35.2
Maintenance services may include, among other things:

- preventive maintenance;
- inspections;
- software updates;
- firmware updates;
- telephone support;
- remote support;
- on-site support;
- replacement of components;
- periodic inspections.

35.3
The scope and content of the maintenance services shall be determined exclusively by the applicable service and maintenance agreement.

35.4
If the Customer wholly or partially terminates a Service and Maintenance Agreement before the expiry of the agreed contractual term, without there being a breach attributable to BeSuRe that would justify termination, the Customer shall immediately owe BeSuRe a contractual penalty equal to at least one (1) full annual fee applicable under the Service and Maintenance Agreement at that time, without prejudice to BeSuRe's right to recover full compensation for any actual damages exceeding the contractual penalty.

The contractual penalty shall become immediately due and payable on the date BeSuRe receives the notice of termination or, if earlier, on the date the agreement effectively ends.

35.5
The annual fee payable under the Service and Maintenance Agreement shall be determined annually by BeSuRe and may be adjusted on each renewal date in accordance with the Consumer Price Index (CPI) – *All Households*, as published by the Dutch Central Bureau of Statistics (CBS), or any official successor index replacing it.

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An adjustment of the annual fee pursuant to such indexation shall not constitute an amendment of the Agreement and shall not entitle the Customer to terminate, rescind or otherwise end the Service and Maintenance Agreement, in whole or in part.

If the CPI is no longer published, BeSuRe shall be entitled to apply a comparable generally accepted price index that most accurately reflects inflation.

35.6
The fees for the Service and Maintenance Agreement shall be invoiced annually in advance for the upcoming contractual period.

Annual renewal invoices shall be issued as follows:

- installations accepted between 1 January and 30 June: invoicing shall take place during December preceding the new contractual period;
- installations accepted between 1 July and 31 December: invoicing shall take place during June preceding the new contractual period.

Invoices shall be paid no later than the due date stated on the invoice. If payment is not received on time, BeSuRe shall be entitled to suspend the performance of the Service and Maintenance Agreement, including maintenance services, remote support, on-site support and Pro Active Monitoring, until full payment has been received, without prejudice to any other rights available to BeSuRe under the Agreement and these General Terms and Conditions.

Article 36 – Pro Active Monitoring

36.1
Where agreed between the Parties, the installations shall be connected to BeSuRe's Pro Active Monitoring platform.

36.2
Pro Active Monitoring may include, without limitation:

- automatic fault notifications;
- system status monitoring;
- firmware monitoring;
- network monitoring;
- system diagnostics;
- preventive alerts.

36.3
Pro Active Monitoring is intended solely as a support tool for maintenance services and does not constitute a warranty or guarantee that malfunctions will always be prevented, detected, or remedied immediately.

Article 37 – Malfunctions

37.1
Malfunctions shall be classified by BeSuRe according to their priority and urgency.

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37.2
BeSuRe shall use commercially reasonable efforts to respond to and resolve malfunctions within the response times specified in the applicable Service Agreement.

37.3
Any response times are target service levels and constitute best-efforts obligations only. They shall not be deemed strict deadlines or deadlines of the essence.

Article 38 – Remote Support

38.1
BeSuRe shall be entitled to investigate and attempt to resolve malfunctions remotely before dispatching a service engineer to the Customer's premises.

38.2
The Customer shall provide all reasonable cooperation, including access to the relevant systems and network connections where applicable, as may be necessary to enable remote support.

Article 39 – On-Site Service

39.1
If a malfunction cannot reasonably be resolved remotely, BeSuRe may deploy a service engineer to the Customer's location.

39.2
Any work performed outside the scope of the applicable maintenance agreement shall be invoiced at BeSuRe's rates applicable at the time the services are rendered.

Article 40 – Spare Parts

40.1
BeSuRe shall use reasonable efforts to keep spare parts available for a minimum period of five (5) years following delivery of the equipment.

40.2
If original parts are no longer manufactured or supplied by the manufacturer, BeSuRe shall be entitled to use equivalent replacement parts of equal or superior quality, performance, and functionality.

Article 41 – Response Times

Unless otherwise agreed in writing, the following target response times shall apply:

- Online/Remote intervention or support: within twenty-four (24) business hours.
- On-site intervention: within five (5) business days.

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These target response times apply exclusively to installations located in the Netherlands and only during normal business days and business hours.

Article 42 – Replacement of Equipment

If repair is no longer technically feasible or economically justified, BeSuRe shall be entitled, at its sole discretion, to replace the defective equipment with equipment of equivalent or superior specifications and functionality.

Article 43 – Expiry of the Maintenance Agreement

43.1
Upon expiry of the agreed initial term, a Full-Service Maintenance Agreement shall automatically be converted into an Online Maintenance Agreement for successive periods of one (1) year, unless otherwise agreed in writing or terminated in accordance with the notice provisions of the agreement.

43.2
Upon termination or expiry of the maintenance agreement, all rights to the following services shall automatically cease:

- preventive maintenance;
- remote support;
- on-site support;
- firmware updates;
- software updates;
- Pro Active Monitoring;
- priority handling of malfunctions.

The foregoing shall not apply where the Parties have expressly agreed otherwise in writing.

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CHAPTER 5 – SOFTWARE, CLOUD SERVICES, CYBERSECURITY, PRO ACTIVE MONITORING AND DIGITAL SERVICES

Article 44 – Applicability

44.1
This Chapter applies to all software, firmware and digital services supplied or made available by BeSuRe, including but not limited to:

- software;
- firmware;
- cloud platforms;
- Software-as-a-Service (SaaS) solutions;
- web portals;
- mobile applications;
- dashboards;
- API integrations;
- Internet of Things (IoT) services;
- Pro Active Monitoring;
- any other digital services.

44.2
Software supplied by third parties shall also be subject to the licence terms and conditions of the respective supplier. In the event of any conflict, such licence terms shall prevail solely with respect to the use of that third-party software.

Article 45 – Licence

45.1
Software is provided exclusively under licence and is expressly not sold.

45.2
Unless otherwise agreed in writing, the Customer shall receive a:

- non-exclusive;
- non-transferable;
- non-sublicensable;

licence to use the software.

45.3
The licence shall apply solely to the agreed location(s), user(s) or installation(s).

45.4
Without the prior written consent of BeSuRe, the Customer shall not be permitted to:

- copy the software;
- modify the software;
- decompile the software;
- reverse engineer the software;

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- rent or lease the software;
- sell the software;
- make the software available to third parties.

Article 46 – Cloud Services

46.1
Cloud services shall be provided on a best-efforts basis.

46.2
BeSuRe shall use reasonable efforts to maintain a high level of availability of its cloud platforms but does not guarantee uninterrupted service.

46.3
Maintenance, updates and security measures may result in temporary interruptions of the services.

46.4
Scheduled maintenance notified in advance shall not entitle the Customer to any compensation.

Article 47 – User Accounts

47.1
The Customer shall be responsible for:

- usernames;
- passwords;
- access rights;
- user authorisations.

47.2
The Customer shall immediately notify BeSuRe of any unauthorised use or suspected unauthorised use of user accounts.

47.3
BeSuRe shall be entitled to temporarily suspend user accounts in the event of:

- misuse;
- security risks;
- overdue payments;
- violation of these General Terms and Conditions.

Article 48 – Cybersecurity

48.1
BeSuRe shall implement appropriate technical and organisational security measures in accordance with the current state of the art.

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48.2
The Customer shall remain solely responsible for the security of its own:

- network;
- servers;
- workstations;
- Wi-Fi networks;
- internet connections;
- firewalls;
- backups;
- antivirus and endpoint protection.

48.3
BeSuRe shall not be liable for any loss or damage resulting from security incidents originating within the Customer's IT environment.

Article 49 – Updates and Security Patches

49.1
BeSuRe shall be entitled to modify software, firmware and cloud platforms from time to time.

49.2
Updates may relate to:

- security;
- performance;
- compatibility;
- legal compliance;
- new functionalities.

49.3
The Customer shall install, or permit BeSuRe to install, all essential security updates without undue delay.

49.4
If the Customer refuses to install mandatory updates, all rights to warranty and support shall lapse to the extent that such refusal causes or contributes to a malfunction or security incident.

Article 50 – Data Processing

50.1
To the extent that BeSuRe processes personal data, such processing shall be carried out in accordance with the applicable data protection legislation.

50.2
Where BeSuRe processes personal data on behalf of the Customer, the Parties shall, if required, enter into a separate Data Processing Agreement (DPA).

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50.3
The Customer shall remain responsible for the lawfulness, accuracy and integrity of all data entered or uploaded by the Customer.

Article 51 – Data

51.1
All data generated by the systems shall remain the property of the party legally entitled to such data.

51.2
BeSuRe shall only access data to the extent reasonably necessary for:

- maintenance;
- technical support;
- fault analysis;
- security purposes;
- performance of the Agreement.

51.3
BeSuRe shall not disclose confidential business information to third parties except where required by law or by a competent authority.

Article 52 – Backups

52.1
Unless otherwise agreed in writing, the Customer shall be solely responsible for making and maintaining adequate backups.

52.2
BeSuRe shall not be liable for any loss of data where the Customer has failed to maintain adequate backups.

Article 53 – API Integrations and Third-Party Software

53.1
Where systems are integrated with third-party software or hardware, BeSuRe shall only be responsible for the integration supplied by BeSuRe.

53.2
Any modifications made by third parties that cause an integration to cease functioning shall fall outside BeSuRe's responsibility.

Article 54 – Pro Active Monitoring

54.1
Where agreed, BeSuRe may remotely monitor the Customer's systems.

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54.2
Pro Active Monitoring may include, among other things:

- system status monitoring;
- remote diagnostics;
- fault notifications;
- firmware monitoring;
- network status monitoring;
- automatic alerts;
- performance analysis.

54.3
Pro Active Monitoring is intended as a preventive maintenance tool and does not guarantee that all malfunctions, security incidents or system failures will be prevented or detected immediately.

54.4
Where a malfunction is detected, BeSuRe shall use reasonable efforts to resolve the issue in accordance with the applicable service arrangements.

Article 55 – Availability of Internet Connections

55.1
Cloud services and monitoring services depend upon the availability of a properly functioning internet connection.

55.2
BeSuRe shall not be liable for interruptions or failures caused by:

- internet service providers;
- mobile networks;
- power failures;
- DNS failures;
- router configurations;
- firewall settings;
- third-party network equipment.

Article 56 – Intellectual Property

56.1
All intellectual property rights relating to software, documentation, designs, configurations, drawings, reports, dashboards and technical documentation supplied by BeSuRe shall remain the exclusive property of BeSuRe or its licensors.

56.2
No intellectual property rights shall be transferred to the Customer other than the agreed licence to use the software or services.

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Article 57 – Business Continuity

57.1
BeSuRe shall be entitled to modify its cloud services or software where reasonably necessary for:

- security;
- business continuity;
- compliance with legal obligations;
- technical improvements;
- discontinuation of support by suppliers.

57.2
Where reasonably possible, BeSuRe shall notify the Customer in advance of such modifications.

Article 58 – Termination of Digital Services

58.1
Upon termination of the Agreement, all rights to use software, cloud services and monitoring services shall automatically cease unless otherwise agreed in writing.

58.2
Subject to technical feasibility and the contractual arrangements between the Parties, BeSuRe shall provide the Customer with a reasonable opportunity to export its own data following termination of the Agreement.

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CHAPTER 6 – LIABILITY, FORCE MAJEURE, COMPLIANCE, EXPORT CONTROL AND RESPONSIBLE BUSINESS CONDUCT

Article 59 – General Liability

59.1
BeSuRe shall only be liable for direct loss or damage resulting directly from an attributable failure by BeSuRe to perform its obligations under the Agreement.

59.2
Any liability of BeSuRe shall be limited to the amount actually paid under BeSuRe's liability insurance in the relevant case, increased by any applicable deductible payable under such insurance.

59.3
If, for whatever reason, no payment is made under the applicable insurance policy, BeSuRe's liability shall be limited to a maximum of the net invoice amount relating to the relevant part of the Agreement giving rise to the liability.

Article 60 – Exclusion of Indirect Loss

BeSuRe shall never be liable for indirect or consequential loss or damage, including but not limited to:

- consequential damages;
- business interruption losses;
- loss of turnover;
- loss of profits;
- loss of anticipated savings;
- loss of goodwill;
- loss of customers;
- reputational damage;
- operational downtime;
- contractual penalties imposed by third parties;
- loss of or damage to data;
- cybersecurity incidents not directly attributable to BeSuRe.

Article 61 – Electronic Security Systems

61.1
Electronic security systems supplied by BeSuRe are intended solely as preventive security tools.

61.2
BeSuRe does not warrant that:

- shoplifting will be prevented;
- fraud will be eliminated;
- unauthorised access will be impossible;

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- loss or damage will be completely prevented.

61.3
The Customer shall remain solely responsible for:

- its security policy;
- staff instructions and training;
- CCTV surveillance;
- alarm response procedures;
- internal control measures.

61.4
The absence of a detection or alarm notification shall not, in itself, constitute evidence of any failure or breach by BeSuRe.

Article 62 – Liability for Software and Cloud Services

BeSuRe shall not be liable for any loss or damage caused by:

- internet outages;
- failures of cloud service providers;
- failures of hosting providers;
- third-party software;
- modifications made by software vendors;
- cyberattacks;
- ransomware;
- malware;
- hacking;
- DDoS attacks;
- failures of telecommunications services.

Article 63 – Indemnification

The Customer shall fully indemnify and hold BeSuRe harmless against all third-party claims arising from:

- improper use of the Products;
- incorrect configurations performed by third parties;
- modifications to installations;
- violations of applicable laws or regulations by the Customer;
- infringement of third-party intellectual property rights;
- incorrect, incomplete or misleading information provided by the Customer.

Article 64 – Limitation Period

Any legal claim against BeSuRe shall lapse unless commenced in writing within twelve (12) months after the claim has arisen, unless mandatory law prescribes a longer limitation period.

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Article 65 – Force Majeure

Force majeure shall mean any circumstance beyond the reasonable control of BeSuRe that temporarily or permanently prevents the performance of its obligations.

Such circumstances include, but are not limited to:

- war;
- terrorism;
- cyber warfare;
- pandemics;
- epidemics;
- strikes;
- natural disasters;
- fire;
- flooding;
- lightning;
- sabotage;
- interruption of utility services;
- internet outages;
- failure of cloud service providers;
- transport disruptions;
- shortages of raw materials;
- import or export restrictions;
- governmental measures;
- sanctions;
- failures of suppliers or subcontractors.

Article 66 – Consequences of Force Majeure

66.1
During a force majeure event, BeSuRe's obligations shall be suspended.

66.2
If the force majeure event continues for more than ninety (90) days, either Party shall be entitled to terminate the Agreement, in whole or in part, by written notice without any obligation to pay compensation.

Article 67 – Export Control

The Customer represents and warrants that it shall comply with all applicable export control laws and regulations, including:

- European export control regulations;
- Dutch export control legislation;
- dual-use regulations;

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- United States export control laws, where applicable.

BeSuRe shall be entitled to suspend deliveries immediately if it reasonably suspects non-compliance with such laws or regulations.

Article 68 – Sanctions Legislation

The Customer warrants that the Products shall not, directly or indirectly, be supplied to:

- sanctioned countries;
- sanctioned entities;
- sanctioned persons;
- organisations subject to international sanctions.

If BeSuRe determines that a delivery could violate applicable sanctions legislation, it shall be entitled to suspend or terminate the Agreement with immediate effect.

Article 69 – Anti-Corruption

The Customer represents and warrants that it shall comply with all applicable anti-corruption and anti-bribery laws and regulations.

The Customer shall not offer, promise or provide any improper benefit to employees or representatives of BeSuRe for the purpose of influencing business decisions.

Any violation of this Article shall entitle BeSuRe to terminate the Agreement with immediate effect.

Article 70 – ESG and Responsible Business Conduct

The Customer shall use reasonable efforts to conduct its business in accordance with recognised principles relating to:

- human rights;
- labour conditions;
- environmental legislation;
- anti-discrimination;
- health and safety;
- responsible business conduct.

If the Customer commits serious or repeated violations of these principles, BeSuRe shall be entitled to terminate the business relationship.

Article 71 – Compliance

The Customer warrants that it complies with all laws and regulations applicable to its business activities, including but not limited to:

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- tax legislation;
- data protection legislation;
- product safety regulations;
- occupational health and safety legislation;
- environmental legislation;
- import and export legislation.

Article 72 – Confidentiality

The Parties shall keep strictly confidential all confidential information obtained in connection with the Agreement.

This confidentiality obligation shall survive the termination or expiry of the Agreement.

Article 73 – Incident Notification

The Customer shall promptly notify BeSuRe of any incident that may affect:

- the security of systems;
- cybersecurity;
- personal data;
- the continuity of the services;
- the operation of the supplied installations.

Article 74 – Insurance

The Customer shall maintain adequate insurance covering:

- the supplied Products;
- installations;
- stored inventory;
- equipment;
- business interruption losses;
- liability.

At BeSuRe's request, the Customer shall provide evidence of such insurance.

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CHAPTER 7 – INTELLECTUAL PROPERTY, CONFIDENTIALITY, PRIVACY, TERMINATION AND DISPUTE RESOLUTION

Article 75 – Intellectual Property Rights

75.1
All intellectual property rights in or relating to Products, Services, Software, documentation, designs, drawings, calculations, quotations, reports, configurations, source code, databases, manuals, presentations and any other materials developed or supplied by BeSuRe shall remain the exclusive property of BeSuRe or its licensors.

75.2
The Agreement shall never result in the transfer of any intellectual property rights unless expressly agreed otherwise in writing.

75.3
The Customer shall acquire only the non-exclusive right of use expressly granted under the Agreement.

Article 76 – Documentation and Technical Information

76.1
All documents provided by BeSuRe shall remain the property of BeSuRe.

This includes, but is not limited to:

- quotations;
- installation drawings;
- CAD drawings;
- electrical schematics;
- software configurations;
- project plans;
- risk assessments;
- manuals;
- calculations;
- technical documentation.

76.2
Without the prior written consent of BeSuRe, these documents may not be:

- copied;
- disclosed;
- modified;
- distributed; or
- used for other projects.

Article 77 – Reverse Engineering

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Unless mandatory law provides otherwise, the Customer shall not be permitted to:

- dismantle Products in order to determine their operation;
- decompile software;
- obtain or attempt to obtain source code;
- extract or analyse firmware;
- circumvent security mechanisms.

Article 78 – Confidentiality

78.1
The Parties undertake to keep all Confidential Information strictly confidential.

78.2
Confidential Information includes, but is not limited to:

- pricing agreements;
- quotations;
- technical designs;
- software;
- source code;
- customer information;
- business processes;
- commercial strategies;
- know-how;
- security configurations.

78.3
The confidentiality obligation shall remain in force during the term of the Agreement and for a period of five (5) years following its termination.

78.4
The confidentiality obligation shall not apply to information that:

- was already publicly available;
- was lawfully obtained from a third party;
- must be disclosed pursuant to a statutory obligation or a court order.

Article 79 – Personal Data

79.1
To the extent that BeSuRe processes personal data, such processing shall be carried out in accordance with the applicable data protection legislation.

79.2
Where BeSuRe acts as a processor within the meaning of the General Data Protection Regulation (GDPR), the Parties shall, upon request, enter into a separate Data Processing Agreement (DPA).

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79.3
The Customer warrants that it is legally entitled to provide personal data to BeSuRe.

Article 80 – Cooperation with Audits

Where necessary in connection with:

- legal obligations;
- certifications;
- security assessments;
- compliance audits,

the Customer shall, upon request, provide BeSuRe with all reasonable cooperation insofar as such cooperation relates to the performance of the Agreement.

Article 81 – Termination of the Agreement

81.1
BeSuRe shall be entitled to terminate the Agreement, in whole or in part, with immediate effect if:

- the Customer is declared bankrupt;
- the Customer is granted a suspension of payments;
- the Customer's business is liquidated;
- the Customer ceases its business activities;
- a substantial part of the Customer's assets is attached or seized;
- the Customer materially fails to perform its obligations under the Agreement.

81.2
Where performance remains possible, BeSuRe shall provide the Customer with a reasonable period to remedy the default before termination, unless the nature of the default justifies immediate termination.

Article 82 – Consequences of Termination

Upon termination of the Agreement:

- any licences granted shall terminate insofar as contractually agreed;
- all service and maintenance obligations shall cease unless otherwise agreed in writing;
- all outstanding payment obligations shall remain immediately due and payable in full;
- all provisions relating to liability, confidentiality, intellectual property, and applicable law shall remain in full force and effect.

Article 83 – Assignment of the Agreement

Deltazijde 30 A - 30 B
1261 ZM BLARICUM
THE NETHERLANDS
: +31 (0)35 208 9316
: info@besure-nl.com
: besure-international.nl
KvK/COC: 90744039
BTW/VAT NL 865 437 154 B 01

83.1
The Customer shall not assign or transfer any of its rights or obligations under the Agreement to any third party without the prior written consent of BeSuRe.

83.2
BeSuRe shall be entitled to assign or transfer its rights and obligations under the Agreement to any affiliated company or legal successor, provided that the legitimate interests of the Customer are not thereby unreasonably prejudiced.

Article 84 – Complaints

84.1
Complaints concerning the performance of the Agreement shall be submitted to BeSuRe in writing as soon as reasonably possible and no later than thirty (30) days after the Customer discovered, or reasonably should have discovered, the alleged defect.

84.2
The submission of a complaint shall not suspend the Customer's payment obligations.

Article 85 – Disputes and Escalation

85.1
The Parties shall use reasonable efforts to resolve any dispute through consultation at management level before commencing legal proceedings.

85.2
If the Parties fail to reach a resolution within thirty (30) days, the dispute may be submitted to the competent court in accordance with Article 90.

Article 86 – Continuing Obligations

The following obligations shall survive the termination or expiry of the Agreement:

- payment obligations;
- confidentiality;
- intellectual property rights;
- limitations of liability;
- indemnities;
- applicable law;
- dispute resolution provisions.

Article 87 – Reference Use

BeSuRe shall be entitled to use the Customer's name, trade name, trademark and company logo solely as a business reference in its marketing and communication materials, including its website, brochures, presentations and reference lists.

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If the Customer raises a substantiated objection, BeSuRe shall respect such objection unless the Parties have expressly agreed otherwise in writing.

Article 88 – Publicity

Neither Party shall issue any press release or make any public announcement referring to the other Party without the other Party's prior written consent, unless disclosure is required by applicable law or by a competent authority.

Article 89 – Evidence

Unless proven otherwise, the administrative records, log files, electronic communications, digital records and backup files maintained by BeSuRe shall constitute conclusive evidence of:

- orders placed;
- work performed;
- deliveries made;
- fault notifications;
- support activities;
- invoicing;
- payments received.

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CHAPTER 8 – FINAL PROVISIONS, GOVERNING LAW AND DISPUTE RESOLUTION

Article 90 – Governing Law

90.1
All quotations, Agreements, deliveries, services and any other legal relationships between BeSuRe and the Customer shall be governed exclusively by the laws of the Netherlands.

90.2
The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG or Vienna Sales Convention) is expressly excluded.

90.3
Where mandatory provisions of the laws of another jurisdiction apply to a specific legal relationship, the remaining provisions of these General Terms and Conditions shall remain in full force and effect.

Article 91 – Competent Court

91.1
Unless mandatory law provides otherwise, all disputes arising out of or in connection with the Agreement or these General Terms and Conditions shall be submitted exclusively to the competent court of the District Court of Midden-Nederland, location Lelystad, the Netherlands.

91.2
BeSuRe reserves the right to initiate proceedings against the Customer before the competent court of the Customer's place of business or any other court having jurisdiction under applicable law.

Article 92 – Severability

92.1
If one or more provisions of these General Terms and Conditions are held to be wholly or partly invalid, void, unenforceable or otherwise ineffective, the remaining provisions shall remain in full force and effect.

92.2
The Parties shall replace the invalid or unenforceable provision with a valid provision that most closely reflects the purpose and intent of the original provision.

Article 93 – Waiver

93.1
The failure or delay by BeSuRe in exercising any right shall not constitute a waiver of that right.

93.2
No waiver of any right shall be valid unless expressly confirmed by BeSuRe in writing.

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Article 94 – Amendments to the General Terms and Conditions

94.1
BeSuRe shall be entitled to amend or supplement these General Terms and Conditions.

94.2
Any amended General Terms and Conditions shall apply to new Agreements from the date of publication or from the effective date specified therein.

94.3
Amended General Terms and Conditions shall apply to existing Agreements only where the Parties have expressly agreed this in writing or where such amendments are required by mandatory law or regulations.

Article 95 – Electronic Communications

95.1
Electronic communications between the Parties shall be deemed equivalent to written communications.

95.2
Electronic documents, log files, digital signatures, e-mails and electronic order confirmations shall, unless proven otherwise, constitute evidence of their contents and of the date and time of transmission and receipt.

Article 96 – Order of Precedence of Contract Documents

In the event of any inconsistency between contractual documents, the following order of precedence shall apply:

1. BeSuRe's quotation;
2. BeSuRe's order confirmation;
3. Special terms and conditions;
4. Service or Maintenance Agreements;
5. these General Terms and Conditions;
6. any other contractual documentation.

Article 97 – Language

97.1
These General Terms and Conditions have been drafted in the Dutch language.

97.2
If a translation is provided and any discrepancy exists between the Dutch version and the translated version, the Dutch version shall prevail unless the Parties have expressly agreed otherwise in writing.

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Article 98 – Assignment of Rights and Obligations

BeSuRe shall be entitled to assign or transfer its rights and obligations under the Agreement to an affiliated company, legal successor or any entity that continues its business activities, provided that the Customer's rights are not materially prejudiced.

Article 99 – Short Title

These General Terms and Conditions may be cited as:

"General Terms and Conditions of BeSuRe International B.V. – Version 2026 (B2B)"

Article 100 – Entry into Force

100.1
These General Terms and Conditions shall enter into force on 1 August 2026.

100.2
Upon the entry into force of these General Terms and Conditions, all previously used general terms and conditions of sale, delivery, installation, service and maintenance of BeSuRe International B.V. shall be superseded, unless expressly agreed otherwise in an existing Agreement.

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APPENDIX A – SERVICE LEVEL AGREEMENT (SLA)

BeSuRe International B.V.

Version 2026 – B2B

Applicability

This Service Level Agreement ("SLA") forms an integral part of the General Terms and Conditions of BeSuRe International B.V. and shall apply exclusively where the Parties have entered into a Service and Maintenance Agreement or a separate Service Level Agreement.

In the event of any inconsistency between this SLA and the General Terms and Conditions, the provisions of this SLA shall prevail solely with respect to the services covered by this SLA.

Article A1 – Purpose of the SLA

The purpose of this SLA is to define the services provided by BeSuRe International B.V. with respect to:

- preventive maintenance;
- corrective maintenance;
- remote support;
- on-site support;
- software and firmware updates;
- Pro Active Monitoring;
- technical support;
- response times;
- escalation procedures.

Article A2 – Definitions

For the purposes of this SLA:

Incident
A malfunction or deviation causing the agreed functionality to become wholly or partially unavailable.

Response Time
The period between receipt of a service request and BeSuRe's first substantive response.

Resolution Time
The period within which BeSuRe shall use reasonable efforts to resolve an Incident.

Business Day
Monday through Friday between 08:30 and 17:00 CET/CEST, excluding officially recognised public holidays in the Netherlands.

Online Remote Support
Support provided via telephone, e-mail or a secure internet connection.

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On-Site Support
Support provided at the Customer's premises by a BeSuRe service engineer.

Article A3 – Service Windows

Unless otherwise agreed in writing, the following service windows shall apply:

Service	Availability
Telephone Helpdesk	Business Days 08:30 – 17:00
Remote Support	Business Days 08:30 – 17:00
On-Site Service	Business Days 08:30 – 17:00
Pro Active Monitoring	24 hours per day
Cloud Monitoring	24 hours per day

Incidents reported outside the applicable service window shall be handled on the next Business Day.

Article A4 – Priority Levels

Priority 1 – Critical

Examples:

- complete failure of the security system;
- no detection possible;
- server unavailable;
- complete outage of the cloud platform.

Response Time:
Within 2 business hours

Target Resolution Time:
Within 1 Business Day

Priority 2 – High

Examples:

- one detection gate defective;
- multiple readers not functioning;
- software only partially operational.

Response Time:
Within 8 business hours

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Target Resolution Time:
Within 2 Business Days

Priority 3 – Normal

Examples:

- defective component;
- configuration change;
- user questions;
- software settings.

Response Time:
Within 1 Business Day

Target Resolution Time:
Within 5 Business Days

Priority 4 – Low

Examples:

- reporting request;
- user instruction;
- administrative change;
- preventive maintenance.

Response Time:
Within 2 Business Days

Execution:
By mutual agreement between the Parties.

Article A5 – Online Remote Support

BeSuRe shall always endeavour to resolve Incidents remotely before dispatching a service engineer.

Remote Support may include:

- software diagnostics;
- firmware verification;
- log analysis;
- configuration verification;
- system optimisation;
- user guidance.

Article A6 – On-Site Support

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If an Incident cannot reasonably be resolved remotely, BeSuRe may deploy a service engineer to the Customer's location.

On-Site Support may include:

- repairs;
- replacement of components;
- measurements;
- calibration;
- firmware updates;
- testing;
- commissioning.

Article A7 – Preventive Maintenance

Depending on the applicable Service and Maintenance Agreement, BeSuRe shall periodically perform preventive maintenance.

Preventive maintenance may include:

- cleaning equipment;
- calibration;
- inspection of detection antennas;
- software verification;
- firmware updates;
- inspection of network connections;
- detection testing;
- safety inspections.

Article A8 – Pro Active Monitoring

Where agreed and technically feasible, BeSuRe shall remotely monitor the Customer's systems.

This may include:

- online system status monitoring;
- fault notifications;
- firmware monitoring;
- cloud connectivity monitoring;
- network status monitoring;
- automatic alerts;
- performance analysis.

Pro Active Monitoring is intended as a preventive maintenance service and does not guarantee that all malfunctions or security incidents will be prevented or immediately detected.

Article A9 – Software and Firmware Updates

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During the term of the Service and Maintenance Agreement, available security patches and maintenance updates shall be installed, provided they are included within the applicable service package.

New functionalities, feature enhancements or software upgrades falling outside the scope of regular maintenance may be offered and invoiced separately.

Article A10 – Exclusions

This SLA shall not apply to Incidents resulting from:

- improper use;
- intentional damage;
- vandalism;
- theft;
- fire;
- lightning;
- storms;
- flooding;
- internet failures;
- Wi-Fi issues;
- network modifications;
- third-party software;
- third-party installations or equipment;
- cyberattacks;
- modifications made by third parties;
- work carried out by unauthorised persons.

Such services shall be performed on a time-and-materials basis at BeSuRe's then-current rates.

Article A11 – Spare Parts

BeSuRe shall use reasonable efforts to keep commonly used spare parts available for at least five (5) years following delivery.

If original parts are no longer available, BeSuRe may supply equivalent replacement parts.

Article A12 – Escalation Procedure

If an Incident cannot be resolved within the applicable target resolution time, it shall be escalated in accordance with the following escalation path:

1. Technical Service Desk;
2. Senior Service Engineer;
3. Service Manager;
4. Management Board of BeSuRe International B.V.

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Throughout the escalation process, BeSuRe shall keep the Customer reasonably informed of the progress.

Article A13 – Reporting

Upon the Customer's request, BeSuRe may periodically provide reports concerning:

- maintenance activities performed;
- Incident history;
- response times;
- firmware and software updates;
- replacement of components;
- recommendations for system improvements.

Article A14 – Term

This SLA shall remain in force for the same duration as the underlying Service and Maintenance Agreement unless otherwise agreed in writing.

Article A15 – Amendments

BeSuRe may amend this SLA where reasonably necessary as a result of:

- changes in applicable laws or regulations;
- technological developments;
- changes in the services provided;
- changes imposed by suppliers.

Any such amendments shall be communicated to the Customer in writing in a timely manner.
