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## Terms & Conditions

### Introduction

The following terms and conditions apply to your purchase of Safescan products. By placing your order, you agree to be bound by these terms and conditions, which constitute the entire agreement between you and us regarding the products purchased. In these terms and conditions, "we" and "us" means Market-Match, B.V., a limited company with its registered office Zoetermeer, Aluminiumstraat 65, 2718 RB, The Netherlands, and "you" means the customer. Safescan is a registered trade name of Market-Match b.v.

### Ordering

To place an order you must be 18 years of age or older. By placing an order you make an offer to purchase the products you have selected on these terms and conditions. Your order is subject to acceptance by us and may be refused for any reason, including credit concerns, unusual volumes, or shipping addresses. If we accept your order, we will notify you of our acceptance by issuing an order confirmation, which we will send to you by email. The order confirmation will be effective upon sending.

### Pricing

The price for each product purchased is reflected on your order and will remain the price regardless of any subsequent price changes we make. In addition to the quoted price, you will pay shipping and handling charges according to the shipping method you select plus all applicable taxes and duties.

### Taxes and Duties

For purposes of calculating value-added tax, the ship-to location shall govern. You are responsible for any customs duties or other fees payable upon import of the products into your country. Because these duties and fees can vary and change over time, we recommend that you check on such duties or other fees before placing your order. Should you refuse delivery of the products, you will be responsible for the return freight charges to us.

### Cancellation

Orders may not be cancelled for items available for immediate shipment. Items on backorder may be cancelled up to the actual shipment date, which may differ from our estimated shipment date.

### Payment

Payment in full is due prior to shipment. We will accept payment via credit card, bank transfer or Cash on delivery. You must supply your credit card details when you place your order. Your card will not be charged until we ship products to you.

### Shipping

We will ship products according to your selected shipping instructions. We will attempt to ship the products within the estimated times reflected on the order confirmation but will not be liable for any failure to do so. If we learn that we cannot ship within the estimated times, you will be advised by email or post of the new estimated ship date. For items on backorder we may ship whenever the products become available without notice to you.

#### Title

Title to all products passes to you upon delivery of the product to the selected carrier.

#### Money back guarantee

We offer a limited 10-day money back guarantee on all products purchased from our website. Should you wish to return a product for any reason, you must contact the Safescan Customer Service before the end of the 7th calendar day following shipment of the product to you to receive a Return Material Authorization (RMA) number. We do not accept returns without an RMA. All returns must be in the original packaging and contain all items provided with the product. Under the money back guarantee, the refunded amount shall be paid within 30 days of the RMA date. The shipping charges will not be refunded. You will be responsible for shipping charges and insurance for the returning shipment.

#### Returns

After the 10-day period you may only return the product pursuant to Safescan's limited warranty terms. Should you wish to return a product under warranty, you must contact the Safescan Customer Service to receive a Return Material Authorization (RMA) number. We do not accept returns without an RMA. All returns must be carefully packed. You are responsible for shipping charges and insurance for all returned items.

#### Warranty (Safescan)

Unless otherwise stated, Safescan guarantees to you that all Safescan Products will be free from defects for 24 months from date of invoice. Should a Product become defective within this period, Safescan will repair or replace Product within a reasonable time. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. Safescan manufactures and repairs using components, which are new or equivalent to new in accordance with industry standards and practice. Safescan warranty is given in place of all implied warranties and that such implied warranties are excluded to the fullest permitted extent. Safescan may revise its limited warranties from time to time but any such change will not affect products ordered by you prior to the date of such change.

Safescan does not give a warranty guarantee protection for:

- o damage caused by incorrect installation, use, modifications or repair by any unauthorised 3rd party or yourself;
- o damage caused by any party (except Safescan) or other external force;
- o fitness for any particular purpose;
- o 3rd Party Products
- o any instruction given by you and correctly performed by Safescan.

You must provide Safescan with all reasonable courtesy, information, cooperation, facilities and access to enable Safescan to perform duties, failing which Safescan shall not be obliged to perform any Service or assistance.

#### Limitation of Remedies and Liability

To the fullest extent permitted by applicable law, the remedies provided here are your sole and exclusive remedies for breach of this agreement by us. In no event shall we, Market-Match b.v. / Safescan be liable to you for any damages, including incidental, consequential, special or indirect damages. In no event will our liability to you ever exceed the total amount paid by you for the product purchased.

#### Export Control

You agree to comply with all export control laws. You agree not to export any product to any country in violation of any export control law without first obtaining any necessary license or approval. You warrant that you are not located in, under the control of, or a national or resident of any country to which the export of the products is prohibited by applicable export control laws.

#### Force Majeure

We will not be liable for any loss or damage suffered or incurred by you arising from our delay in fulfilling or failure to fulfill or otherwise discharge any of our obligations hereunder, to the extent that such delay or failure is caused by any circumstances beyond our reasonable control.

#### Data protection

By placing your order, you agree that we may store, process and use personal data collected from your order form for the purposes of processing your order. You may obtain a copy of the personal data held by us concerning you on your written request. We reserve the right to charge you an administration fee for processing such a request. If any personal data we hold concerning you is incorrect, we will correct it on your written request.

#### Governing Law and Jurisdiction

This agreement is governed by the laws of the Netherlands and any disputes which may arise in connection with this Agreement shall be submitted to the courts of the Netherlands.

#### Additional Terms

We are not responsible for typographic errors. We reserve the right to change these terms and conditions or the prices charged at any time, so please check each time you purchase.

#### 1. Your obligations as a Customer

You are responsible for:

- o your own choice of Product and its suitability for purpose;
- o your telephone & postal charges in contacting Safescan, if any;

You must provide Safescan with all reasonable courtesy, information, cooperation, facilities and access to enable Safescan to perform duties, failing which Safescan shall not be obliged to perform any Service or assistance. You are responsible for the removal of non Safescan-supplied products during Service.