Please read these Terms of Use ("Terms―, "Terms of Use―) carefully before using the https://btactical.eu website (the "Service―) operated by Btactical ("us―, "we―, or "our―).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

## The website/webshop is owned by:

Btactical (Breuker VOF) Notestraat 10 1742 Ternat BELGIUM

Phone: +32 2 308 9 338 E-mail: <u>info@btactical.eu</u> VAT nr.: BE0763870050

Erkenning: 2/21/24/0047

# **Privacy policy**

Btactical is obligated to protect your privacy and security as a user of the Btactical.eu webshop. All the information provided by the customer associated with shopping on our webshop, is only to be used to give a smooth and easy shopping experience. The information is handled according to applicable legislation regarding data safety

When you place an order you also give your consent that we can storage, handle and use the data collected during placement of the order. We are in cooperation with other companies, which help us deliver products and services to you. For an instance we will transfer your information to these companies in order to get your products delivered to you, or ensure that you receive the benefits or discounts associated with your purchase. We reserve the right to use your information, in order to send you relevant information, special deals, or promotion material.

### Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

## Placing an order

When you have placed an order on the Btactical.eu webshop, our system will generate an order confirmation email specifying your purchase.

Please note that the auto generated email is not a legally binding order confirmation. The order confirmation is a receipt that we have received your order. Btactical has the possibility to cancel the order due to printing errors, technical problems, delivery failure or other similar situations. A legally binding order confirmation / invoice will be sent to you when we have shipped your order.

Btactical has a duty to cancel the order if the Customer fails to comply with the requirements associated with the purchase of a product classified as licensed and/or dual-use.

Pursuant to the above paragraph, in case of deception and attempted illegal acts, the Belgian authority will be notified of the established facts.

### Cancellation of an order

Orders which are not fully executed can be cancelled by contacting our customer service. If the product is already shipped, you still have the possibility to cancel the purchase, please see our return policy.

### **Prices**

Unless anything else is specified all prices shown in EUR is including 21% Belgian VAT. Prices shown only apply to orders delivered in Belgium. Reservations are made towards changes in tax, prices, and proofreading errors etc.

## **Payment**

Payment for ordered goods has to happen online, by using one of the following payment cards: VISA, Mastercard etc. Btactical.eu uses Mollie and PayPal to handle your payment. Currently we accept the following payment cards: VISA, Mastercard, Bancontact, iDeal, Sofort Banking and PayPal. The payment is withdrawn from your payment card once your order is shipped from our warehouse.

## **Security**

Btactical.eu has a partnership with Mollie and PayPal, and uses SSL (Secure Socket Layer). This means that all information which are transmitted over the internet when shopping on our webshop is encrypted and safe. Neither Btactical.eu nor others have access to your informations.

There is no encryption when browsing our website, but when you start filling out your payment applications like, credit card number, expiry date etc. you are in a secure area. In the secure area all data are encrypted. When your credit card has been validated and approved you will automatically receive an order confirmation.

Btactical.eu will not receive your credit card number or the expiry date. Btactical.eu only receives

information that the amount has charged on your credit card, and that the order can be processed. When the goods are shipped you will receive an invoice by e-mail. You are not liable for any possible abuse of your credit card in an internet shop that uses SSL (Secure Socket Layer).

## Shipping and delivery

Btactical endeavour to ship your goods within 1-4 days (on goods shipped as a parcel delivery) after receiving your order. Unless otherwise is agreed in the buying process.

Delivery costs will depend on the amount of goods, and where the goods are to be delivered etc. You are always able to see the entire shipping cost when you order on the Btactical.eu webshop.

Unless anything else is agreed, you will be entitled to cancel your order if you have not received the ordered goods 14 days after ordering.

Btactical does not take any responsibility for any import fees you might be charged by government or customs.

Btactical has the responsibility for the goods until you receive them. Btactical ships to EU countries.

## **Return policy**

You, as a consumer, have 14 days cancellation right, from the day that you receive the goods. To determinate if you want to use your cancellation right, you are entitled to test the product, but the goods has to be returned in the same condition as you received it.

You can return your goods by:

- Rejecting receipt of the goods
- Return the goods to:

Btactical Notestraat 10 1742 Ternat BELGIUM

You have to pay for any expenses connected to the returning of the goods.

The amount you have paid for the goods and delivery will be transferred back to you, when Btactical has received your returned goods.

# Warranty

In compliance with the sales of goods act Btactical.eu offers a 24 months warranty on all goods. On goods with a limited lifespan the warranty is limited to the lifespan usually applicable for these goods (batteries).

If you recognize any faults or defects on the purchased goods, you should as a consumer

contact Btactical.eu as soon as possible, and explain the fault or defect on the goods.

Warranty complaints have to be address to our customer service. If the product has faults or defects, Btactical.eu will repair or exchange the product.

### Reservations

Btactical.eu make reservations towards possible changes in taxes, price, proofing errors, technical faults, sold out goods, and force majeure, including work conflicts or delays caused by subcontractors.

### **Cookies**

To ensure that you get the best possible experience while using the Btactical.eu webshop, Btactical.eu uses cookies. A cookie is a small text file that is stored on your computer's hard drive, smartphone or other devices. The cookie makes it possible to recognize your computer/IP-address and gather information about which sides and functions you use during a visit.

If you don't want us to use cookies, you have to disable cookies in your browser. Be aware that there might be some functions and services you will not be able to use, because these functions demand cookies in order to remember the choices you make.

### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Btactical.

Btactical has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Btactical shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

#### **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate

your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS― and "AS AVAILABLE― basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

#### **Trade Restrictions**

The Customer acknowledges and agrees that the supply of the Goods and/or Services may be subject to trade restrictions.

Btactical reserves the right to conduct screening and background checks on Customer prior to the delivery of the Goods and/or Services and at any time during the performance of the Contract and/or Agreement. The Customer shall provide all assistance to Btactical as Btactical may reasonably require with respect to such checks.

The Customer shall be solely responsible for compliance with the trade restrictions and shall not do anything that will cause Btactical to be in breach. In particular, Customer warrants and represents that it:

- A) is not owned, managed or controlled by any sanctioned party;
- (B) will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods and/or Services, directly or indirectly, to:
- (i) any country, territory or destination with which Btactical, as a matter of policy, does not do business, (including without limitation Iran, Syria, Sudan, Cuba, Crimea & Sebastopol, Russia and North Korea, and any other territory subject to expanded trade restrictions from time to time);
- (ii) any other territory from which delivery of the goods and/or services would be restricted or prohibited under trade restrictions (provided that Customer obtains all licenses and/or approvals required to make such deliveries); or
- (iii) a sanctioned party (or any party owned or controlled by a sanctioned party); and
- (C) shall obtain and maintain all required export licenses or other governmental approvals and complete all formalities that may be required under trade restrictions to use, sell, resell, export, reexport, distribute, dispose of, disclose or otherwise deal with the Goods and/or Services;
- D) will not use the Goods and/or Services, in whole or in part, in connection with the development, production, handling, operation, maintenance, storage, detection, identification or proliferation of chemical, biological or nuclear weapons or the development, production,

maintenance or storage of missiles capable of carrying such weapons to their target, or for military end use in violation of any applicable embargo (including, but not limited to, EU, UK, OSCE and/or UN embargoes). In addition, Customer shall not sell, resell, deliver, re-export, re-export, transfer, divert, distribute or dispose of the Goods and/or Services to any third party if Customer knows or has reason to suspect that the Goods and/or Services are or may be intended for any of the purposes set forth in these Terms.

In addition to any other remedies available to Btactical, Customer shall indemnify, hold harmless and hold Btactical and its affiliates, officers and employees harmless (on a full indemnity basis) against any and all direct or indirect liabilities, claims, demands, damages, losses or expenses (including legal and other professional counsel fees and disbursements), interest and penalties suffered or incurred as a result of any breach of these Terms. Btactical reserves the right to immediately terminate the Contract and/or agreement upon written notice and without penalty in the event of any such breach.

Btactical shall have no obligation to perform any obligation under the Contract and/or Agreement and shall have the right to terminate the Contract and/or Agreement, without liability for any damages or costs whatsoever, if, in its sole discretion, it reasonably believes that such full or partial performance would violate any Commerce Restrictions (including, for the avoidance of doubt, if such violation would result from delay in or denial of the grant of any license required by the Commerce Restrictions).

Nothing in this Stipulation obligates any party to violate in any way any blocking or anti-boycott laws having jurisdiction over that party's operations, including (if applicable) the Anti-Kickback Law of the People's Republic of China.

# **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Belgium without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

### **Contact Us**

If you have any questions about these Terms, please contact us:

Btactical Notestraat 10 1742 Ternat BELGIUM

Phone: +32 2 308 9 338 E-mail: info@btactical.eu