

# 1. Scope and Definitions

1.1 These Terms and Conditions (the "Terms") govern your access to and use of the following websites (together the "Websites"):

- **btactical.eu** - Btactical's online webshop for freely available products only (no firearms, dual-use or other licensed / restricted goods are sold online);
- **btac.be** - Btactical's showroom website providing information about firearms, dual-use / restricted goods and other licensed products (no online sales).

Both Websites are operated by:

**Btactical (Breuker VOF)**

Notestraat 10

1742 Ternat - BELGIUM

Phone: +32 2 308 9 338

E-mail: [info@btactical.eu](mailto:info@btactical.eu)

VAT No.: BE0763870050

Firearms dealer recognition: 2/21/24/0047

1.2 In these Terms:

- **"Btactical"**, **"we"**, **"us"**, **"our"** means Btactical (Breuker VOF).
- **"Customer"**, **"you"**, **"your"** means any natural or legal person accessing the Websites and/or purchasing Goods from the Webshop.
- **"Consumer"** means a natural person acting for purposes that are outside his or her trade, business, craft or profession.
- **"Webshop"** means the online store available on btactical.eu.
- **"Showroom Website"** means btac.be, which does not provide online sales.
- **"Goods"** means freely available products offered for sale on the Webshop, excluding firearms, essential parts, ammunition and other licensed or restricted goods.
- **"Firearms and Licensed Goods"** means firearms, essential parts, ammunition, dual-use items and other goods that are subject to firearms, export control or strategic-goods legislation and are presented on the Showroom Website for information and offline sale only.
- **"Trade Restrictions"** means export control laws, sanctions and other trade-related regulations applicable to the supply or use of Goods or Firearms and Licensed Goods.

1.3 By accessing or using either Website, and in particular by placing an order on the Webshop, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Websites or place orders.

1.4 For the avoidance of doubt, unless explicitly stated otherwise, all online product prices displayed on **btactical.eu** include Belgian VAT.

## 2. Legal Notice - Firearms and Licensed Goods (incl. Dual-Use / Restricted Goods)Â

2.1 Under Belgian firearms legislation, **online sale of firearms, essential parts and ammunition to private individuals is prohibited**. Such products are therefore **not sold via the Webshop** and **cannot be purchased online**. They may only be reserved or purchased through offline channels and collected at our physical premises, subject to identification, permit checks and registration as required by law and by our KYC Policy.Â

2.2 **Dual-use and other licensed / restricted goods are likewise not sold online**. These products are combined with firearms and other licensed goods in Btactical's offline assortment and are presented for information purposes on the **Showroom Website btac.be**. The Showroom Website does **not** allow online ordering or direct sales. Any references to prices or availability on btac.be are indicative and do not constitute an offer.Â

2.3 Specific conditions applicable to the sale of Firearms and Licensed Goods (including dual-use / restricted goods, permit requirements, identity checks, registers and other compliance obligations) are governed by Belgian law, our recognition as firearms dealer, and our internal KYC Policy. These Terms mainly address the use of the Websites and the online sale of freely available Goods via the Webshop.Â

## 3. Accounts and AccessÂ

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3.1 To place certain orders on the Webshop, you may create an account. When creating an account, you must provide information that is accurate, complete and current. Failure to do so constitutes a breach of these Terms and may result in immediate termination or suspension of your account. Â

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3.2 You are responsible for safeguarding the password used to access your account and for any activities or actions under your password. You agree not to disclose your password to any third party, and to notify us immediately if you become aware of any breach of security or unauthorized use of your account. Â

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3.3 We reserve the right to refuse registration, suspend or terminate accounts at our reasonable discretion, in particular in case of suspected misuse, non-compliance with firearms, export control or strategic-goods legislation, or breach of these Terms.Â

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## 4. Placing Orders on the Webshop (btactical.eu)

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4.1 When you place an order for Goods on the Webshop, our system will send you an automatically generated e-mail acknowledging receipt of your order (‘Order Acknowledgement’). Please note that this e-mail is **not** a legally binding order confirmation. It merely confirms that we have received your order.

4.2 A legally binding contract is formed only when:

- we send you a separate e-mail confirming shipment of your Goods and/or
- we issue an invoice and dispatch the Goods from our warehouse.

4.3 We reserve the right to cancel an order before shipment in case of, for example:

- printing or pricing errors;
- technical issues;
- delivery failures from our suppliers;
- suspicion of fraud, deception or attempted illegal acts;
- failure by the Customer to comply with requirements under applicable legislation or these Terms.

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In case of deception or attempted illegal acts, we may notify the competent Belgian authorities of the established facts.

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4.4 Orders that have not yet been fully processed or shipped may be cancelled by contacting our customer service. If the Goods have already been shipped, you may still exercise your right of withdrawal as described in Section 8 (for Consumers).

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## 5. Prices and Payment

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5.1 Unless otherwise stated, all product prices displayed on the Webshop are in **EUR** and **include 21% Belgian VAT**. These Belgian VAT-inclusive prices are shown as an initial reference for all Customers browsing the Webshop.

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5.2 When you select your **country of delivery** and proceed through checkout, our system:

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- first derives the **net base price** of the Goods (excluding Belgian VAT) from the displayed Belgian VAT-inclusive price; and
- then applies the **applicable local VAT rate** for your delivery country within the EU.

The final amount you pay therefore consists of:

- the base price of the Goods (excl. VAT);
- VAT calculated at the rate applicable in your country of delivery; and
- any shipping costs and, where applicable, other charges shown in the checkout.

5.3 As a result of this recalculation, the **VAT amount and total gross price** payable in your country of delivery may differ slightly from the Belgian VAT-inclusive price initially displayed on the product page. Before you confirm your order, you will always see a clear order summary showing:

- the base price of the Goods;
- the VAT rate and VAT amount applied;
- the shipping costs; and
- the final total amount payable.

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5.4 Payment for Goods ordered via the Webshop must be made online using one of the supported payment methods (e.g. Visa, Mastercard, Bancontact, iDEAL, Sofort Banking, PayPal). Payments are processed by our payment service providers (currently Mollie and PayPal).Â

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5.5 The amount will typically be charged to your payment card when your order is shipped. Btactical does not receive your full card details (such as the complete card number or expiry date); we only receive confirmation that the payment has been authorised so that we can process your order.Â

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## 6. SecurityÂ

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6.1 The Webshop uses SSL (Secure Socket Layer) encryption in cooperation with its payment service providers. This means that data transmitted during the payment process is encrypted and protected.Â

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6.2 There is typically no encryption for general browsing on the Websites. Encryption is activated when you start entering sensitive payment information. Once your card has been validated and approved, you automatically receive an order confirmation.Â

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6.3 While we take reasonable technical and organizational measures to protect your data, no system is completely secure. You are responsible for using up-to-date security software and for protecting your login credentials.Â

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## 7. Shipping, Delivery and RiskÂ

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7.1 Btactical endeavours to ship Goods within **1-4 days** after receiving your order, unless another delivery time is agreed during the buying process.Â

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7.2 Shipping costs depend on the volume and weight of the Goods and the delivery destination. The total shipping cost is displayed during the ordering process before you confirm your purchase.Â

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7.3 Unless otherwise agreed, you are entitled to cancel your order if you have not received the ordered Goods within 14 days after placing the order, provided that the delay is not due to circumstances attributable to you.Â

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7.4 Btactical ships to **delivery addresses within the European Union**. VAT on your order is calculated and shown at checkout in accordance with Section 5 (Prices and Payment).Â

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7.5 You are responsible for any **additional local charges** that may apply in your country of delivery and that are not collected by us at checkout (for example, certain environmental or recycling fees or other non-VAT levies, if applicable under local law).Â

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7.6 Btactical is responsible for the Goods until they are delivered to the delivery address provided by you. After delivery, the risk of loss or damage passes to you.Â

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## 8. Right of Withdrawal and Returns (Consumers)Â

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8.1 If you are a Consumer located in the EU/EEA, you have a statutory **14-day right of withdrawal** from the day you receive the Goods.

8.2 To determine whether you want to exercise your right of withdrawal, you may reasonably inspect the Goods as you would in a physical shop. However, the Goods must be returned in the **same condition** as you received them (including original packaging, accessories and documentation, as far as reasonably possible).

8.3 You can exercise your right of withdrawal by:

- refusing to accept the Goods upon delivery; or
- returning the Goods to the following address:

Btactical  
Notestraat 10  
1742 Ternat  
BELGIUM

8.4 You bear the direct costs of returning the Goods, unless otherwise agreed.

8.5 Once we have received the returned Goods and verified their condition, we will refund the amount you paid for the Goods and the original standard delivery charges without undue delay and in any event within the time periods required by applicable consumer law.

8.6 Your right of withdrawal may be excluded or limited for certain categories of products in accordance with EU and national law (for example, customized products or sealed items not suitable for return due to health protection or hygiene reasons once unsealed). We will inform you of any such limitations before you place your order.

## 9. Warranty

9.1 In compliance with applicable sales-of-goods legislation, Btactical offers a **24-month**

**warranty** on all Goods purchased by Consumers via the Webshop. For Goods with a naturally limited lifespan (e.g. batteries), the warranty is limited to the usual expected lifespan of such products.

9.2 If you discover a defect or fault in the Goods, you must notify us within a reasonable time after becoming aware of the defect and describe the issue as clearly as possible. Warranty claims must be addressed to our customer service.

9.3 If a product is found to be defective, Btactical will, at its discretion and in accordance with applicable law, **repair** or **replace** the product, or **refund** the purchase price (in whole or in part).

9.4 The warranty does not cover defects arising from:

- normal wear and tear;
- misuse, improper handling or storage;
- modifications made by you or third parties;
- failure to follow instructions or maintenance guidelines.

## 10. Reservations and Force Majeure

10.1 We reserve the right to adjust prices, taxes, technical specifications and product offerings at any time. We also reserve the right for proof-reading and typographical errors, technical faults, sold-out Goods and similar situations.

10.2 Btactical shall not be liable for delays or non-performance caused by events beyond our reasonable control, including but not limited to strikes, lock-outs, war, terrorism, natural disasters, pandemics, failure of suppliers or carriers, or governmental actions (â€œforce majeureâ€•). In case of force majeure, our obligations are suspended for the duration of the event.

## 11. Cookies and Privacy

11.1 To ensure the best possible user experience on the Webshop, Btactical uses cookies - small text files stored on your device that allow us to recognise your computer/IP address and collect information about which pages and functions you use during your visit.Â

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11.2 If you do not want us to use cookies, you must disable cookies in your browser. Please note that some functions and services may not work properly without cookies.Â

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11.3 Btactical is committed to protecting your privacy. Personal data provided when using the Webshop (e.g. during ordering) are used to process your order, deliver Goods, manage your account and, where permitted or consented, to send you relevant information, special offers or promotional material.Â

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11.4 More detailed information on how we process personal data and use cookies can be found in our **Privacy Policy** and **Cookie Policy**, which form an integral part of these Terms.Â

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## 12. Use of the Websites and Third-Party LinksÂ

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12.1 The Websites may contain links to third-party websites 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 websites or services.Â

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12.2 You 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 your use of or reliance on any such content, goods or services available on or through any such third-party websites or services.Â

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12.3 We strongly recommend that you read the terms and conditions and privacy policies of any third-party websites or services you visit.Â

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## 13. Export Control and Trade RestrictionsÂ

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13.1 The Customer acknowledges and agrees that the supply of Goods and/or services by Btactical, as well as the offline sale of Firearms and Licensed Goods, may be subject to **Trade Restrictions**, including export control laws and sanctions.Â

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13.2 Btactical reserves the right to conduct screening and background checks on Customers prior to delivery of Goods and/or services and at any time during performance of any contract. The Customer shall provide all reasonable assistance in connection with such checks.Â

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13.3 The Customer is solely responsible for compliance with Trade Restrictions and shall not do anything that would cause Btactical to be in breach of such restrictions. In particular, the Customer represents and warrants that it:Â

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- is **not owned, managed or controlled** by any sanctioned party;
- will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods and/or services, or any Firearms and Licensed Goods supplied by Btactical, 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 & Sevastopol, Russia and North Korea, and any other territory subject to expanded trade restrictions from time to time);
  - (ii) any other territory where delivery of the Goods and/or services or Firearms and Licensed Goods would be restricted or prohibited under Trade Restrictions, unless all required licences and approvals have been obtained; or
  - Â Â ◦ (iii) any sanctioned party, or any party owned or controlled by a sanctioned party;
- will obtain and maintain all required export licences or other governmental approvals and complete all formalities that may be required under Trade Restrictions to use, sell, resell, export, re-export, distribute, dispose of, disclose or otherwise deal with the Goods, services and/or Firearms and Licensed Goods;
- will not use the Goods, services or Firearms and Licensed Goods in connection with the development, production, handling, operation, maintenance, storage, detection, identification or proliferation of chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, or for military end-use in violation of any applicable embargo (including EU, UK, OSCE and/or UN embargoes).

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13.4 The Customer shall not sell, deliver, re-export, transfer, divert, distribute or dispose of the Goods, services or Firearms and Licensed Goods to any third party if it knows or has reason to suspect that they are or may be intended for any of the restricted purposes set out above.Â

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13.5 In addition to any other remedies, the Customer shall indemnify and hold Btactical and its affiliates, officers and employees harmless against any and all direct or indirect liabilities, claims, damages, losses or expenses arising from any breach of this Section 13. Btactical may immediately terminate any contract upon written notice and without penalty in the event of such

breach.Â

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13.6 Btactical shall have no obligation to perform any contract and may terminate any contract without liability if, in its reasonable discretion, performance would violate any Trade Restrictions (including where required licences are delayed or denied).Â

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## 14. Disclaimer and Limitation of LiabilityÂ

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14.1 Your use of the Websites is at your sole risk. The Websites and all content, information and services are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement, to the extent permitted by law.Â

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14.2 Nothing in these Terms excludes or limits Btactical's liability where such exclusion or limitation would be unlawful, including liability for death or personal injury caused by negligence or for fraud.Â

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14.3 Subject to the previous paragraph and to mandatory consumer protection law:Â

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- Btactical shall not be liable for any indirect, incidental, special or consequential damages;
- Btactical's total aggregate liability for any claim arising out of or in connection with a contract for the sale of Goods shall be limited to the amount actually paid by you for the Goods giving rise to the claim.

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## 15. Termination and SuspensionÂ

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15.1 We may terminate or suspend your access to the Webshop or your account, without prior notice, if you breach these Terms or if we have reasonable grounds to suspect misuse, fraud or violation of applicable law.Â

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15.2 Upon termination, your right to use the Webshop account ceases immediately. You may terminate your account at any time by discontinuing use and, if applicable, requesting deletion.

15.3 Provisions which by their nature are intended to survive termination (including but not limited to warranty exclusions, limitation of liability, indemnification and Trade Restrictions) shall remain in full force and effect.

## 16. Governing Law and Jurisdiction

16.1 These Terms and any contracts concluded through the Webshop are governed by the laws of **Belgium**, without regard to its conflict-of-law rules.

16.2 If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.3 In the event of a dispute, we encourage you to first contact our customer service to seek an amicable solution. If no agreement can be reached, disputes may be submitted to the competent Belgian courts, without prejudice to any mandatory rights you may have as a Consumer under EU or national law (for example to bring proceedings in your country of residence).

## 17. Changes to These Terms

17.1 We may modify or replace these Terms from time to time. If a change is material, we will try to provide at least 30 days' notice before new terms take effect, for example by posting a prominent notice on the Websites or by e-mail.

17.2 By continuing to access or use the Websites or Webshop after the revised Terms become effective, you agree to be bound by the updated Terms. If you do not agree to the new Terms, you must stop using the Websites and Webshop.

## 18. Contact

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If you have any questions about these Terms or about a specific order, please contact:Â

### **Btactical (Breuker VOF)**

Notestraat 10

1742 Ternat - BELGIUM

Phone: +32 2 308 9 338

E-mail: [info@btactical.eu](mailto:info@btactical.eu)