GENERAL CONDITIONS BETA SOLUTIONS B.V.A.

1. Definitions
In these general purchase conditions the following definitions apply:
Client: a natural person or legal entity who enters into an agreement with the Contractor for the execution of work or services in the field of health, safety and environment
Contractor: bvba beta solutions, having its registered office at 9800 Meerstraat 25, 3000 Leuven
Supplier: all persons or legal entities who provide goods and/or services to the contractor on behalf of the contractor.

2. Applicability
1. All general conditions are applicable to all orders, offers, assignments, purchase orders, order confirmations, agreements, (subcontracting and/or modifications of) the delivery of goods and/or other legal acts relating to the supply of goods, the provision, the execution of assignments, the execution of the performance or the fulfillment of the obligations stipulated under the agreements made by the Contractor.
2. The contractor reserves the right to accept any order made or any order that may be made by the client, on behalf of the client, or by another party to whom the client has assigned an assignment of any other nature. In these general terms and conditions work shall also include the execution of assignments agreed.

3. Invitations to tender and order
1. All invitations to tender and orders on the client and only invite an assignment of the supplier to issue an invitation to tender. A supplier is considered to be familiar with the subject matter of a tender or order if it has tendered or made an offer in response to the invitation to tender or order.
2. The supplier is required to confirm receipt of an order within 24 hours of receipt by means of an order confirmation specifying a delivery period and deliver the goods ordered and/or services rendered by the date specified in the order or the latest delivery date.

4. Changes and contract variations
1. If the order is not confirmed within 24 hours, the supplier will be liable to a penalty of 5% per order payable immediately to the client. This penalty can be claimed in addition to compensation under the law. The contractor is entitled to deduce this penalty on the supplier’s account.

5. Transfer to third parties
1. The supplier may not assign, sell-off, dispose of or otherwise transfer any of the goods supplied or the services provided under the agreement with the client without the knowledge and written consent of the client.

6. Delivery of goods and execution of services
1. The supplier perform the services and supply the goods to the client at the place and time specified in the agreement.
2. The supplier is required to deliver the goods according to the agreed due dates and to the agreed location and to ensure for this purpose that the goods supplied or the services rendered can be delivered not later than the agreed due dates.

7. Goods and services
1. The contractor guarantees that unencumbered ownership of goods is acquired.
2. The contractor ensures that the work or services are delivered and rendered in a regular and workmanlike manner, free from errors and in full compliance with the applicable regulations and the terms and conditions of this agreement. If the work or services are not delivered and/or rendered in a workmanlike manner, the contractor shall nonetheless be liable to the client for any damages resulting from such breach of warranty. The contractor shall not be liable for any damages to the client if the defect is caused by normal wear and tear or force majeure,

8. Inspection
1. The client is at all times entitled to inspect the goods delivered (or to be delivered) and the work or work in progress in an inspection or to have the tasks performed in the work or work in progress inspected in a representative sample. If the work or work in progress contains defects, the client may demand that the work or work in progress be performed again or that any work or work in progress already performed be performed again or be modified in such a manner that the work or work in progress complies with the written and oral instructions of the client.

9. Ownership and risk
1. Ownership and risk of goods are transferred to the client at the moment of delivery, unless otherwise agreed in writing. When the goods are not ready for delivery within the agreed delivery period, the risk and the ownership of the goods are transferred to the contractor only after the contractor has notified the client in writing of the delayed delivery.

10. Liability
1. No liability shall arise in the event that the contractor is unable to transfer the goods or required work or services to the client, the contractor has already transferred parts of the goods or work to the client, the client rejects the delivery or the work, or it is not possible to deliver the goods or perform the work in accordance with the agreement.
2. The contractor is not liable for any damages resulting from defects in the work or work in progress or the goods supplied, unless such damages are caused by the contractor’s negligence or other fault on the part of the contractor. The contractor shall reserve the right to repair the goods or work, or to replace them, or to make such other arrangements as are necessary to remedy the defect or to prevent the defect from recurring.

11. Liability of the contractor
1. In the event of delivery on an invoice price of liability by the due date, the client shall only enter interest on the amount in question and only if the contractor has been notified by the client that the contractor has failed to fulfill the obligations on which the interest is based. As for interest rates, the Contractor shall always follow the law in force at the time the position is declared and the不錯 thereof.

12. Accreditation, permit and registration - tax and social security duties
1. Any payment obligations of the supplier, including those under the statutory regulations, including all accommodations and payments as prescribed by law and required for the execution of the contract.

13. Rescission of the Agreement
1. The client may rescind the agreement in the event of the client’s non-compliance if the party is in default of the conditions of the present agreement in a material manner or without any valid reason, and in any case within 30 days from the date of the rescissory application.

14. Rights on the supplier’s company
1. The client shall in no case be entitled to take or use any rights on the supplier’s company.
2. No rights or interests shall be granted to the supplier’s employees, agents or representatives of the supplier, unless agreed in writing.

15. Intellectual property rights
1. The contractor guarantees that unencumbered ownership of goods is acquired.

16. Force majeure
1. In the event of force majeure, the contractor is entitled to suspend the performance of the agreement, provided that the client is notified of such suspension not later than the moment of the occurrence of the force majeure. The client is entitled to terminate the agreement without liability, if the force majeure lasts for a period of more than 2 weeks, or if the force majeure continues after the moment of termination for a period of more than 2 weeks.

17. Non-compliance
1. The client may have cause to order the contractor to perform or to complete any other acts or legal acts in respect of which the contractor has not provided an agreement or is not agreed.

18. Disputes and applicable law
1. Any disputes arising out of or relating to these conditions and the terms and conditions of thedp contractor with the client shall be decided by the Parties in writing under mutual consent and in accordance with the general agreement and the terms and conditions of the document at issue.

19. Forfeiture and revocation
1. If the client or any third party claims that the goods supplied or the services provided have been supplied or rendered in accordance with the agreement and the terms and conditions of the document at issue, the client shall bear the costs of any related acts or legal acts.

20. General conditions
1. The contractor reserves the right to add to, modify, or revoke any of the above conditions without prior notice and in any case within a reasonable time and in accordance with the present conditions of the contract. The client shall be bound to any such change, modification, or revocation of these terms upon becoming acquainted with it.

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