

BECOFLEX GENERAL TERMS AND CONDITIONS OF SALE FOR END USERS – July 2026

Article 1 – Definitions

- 1.1. **Seller** means **BECOFLEX SA**, a company incorporated under Belgian law with its registered office at 7110 Strépy-Bracquegnies, Route du Grand Peuplier 8 and registered with the Banque Carrefour des Entreprises (BCE) under number 0893 262 805.
- 1.2. **Buyer** means the person (end user) whose details are indicated on the order form.
- 1.3. **Product** means the Coverseal safety cover (model 102 compliant with standard NF P 90-308 + A1) sold by the Seller to the Buyer.
- 1.4. **Purchase Order** means the offer made by the Seller to the Buyer and signed by the Buyer.

Article 2 – General terms and conditions applicable

Unless expressly agreed otherwise in writing by the Seller, only the Seller's General Terms and Conditions of Sale shall apply to the exclusion of any other special or general conditions. These General Terms and Conditions are communicated to the Buyer at the time the order form is drawn up and accompany it. The signature of the order form automatically implies the acceptance by the Buyer of these General Terms and Conditions of Sale. These General Terms and Conditions of Sale may be modified by the Seller, without prior notice, by notifying the Buyer. The modified General Terms and Conditions of Sale will only apply to new orders.

Article 3 – Orders

- 3.1. All orders must be placed using the Seller's Order Form, which must be duly completed and signed by the Buyer to indicate their agreement.
- 3.2. The Seller confirms the order by issuing a deposit invoice upon receipt of the Order Form completed and signed by the Buyer.
- 3.3. Any offer, as well as any statement or information regarding the Products particularly regarding their prices, characteristics, and qualities—that appears in the Seller's catalogs, brochures, advertisements, price lists, and other similar documents is binding on the Seller only to the extent that the Purchase Order expressly refers to them.
- 3.4. The Seller shall visit the Buyer to confirm the final configuration of the Product (model, colors, dimensions, anchoring support) and the feasibility of the installation. The Buyer shall confirm the final configuration of the Product by signing the Final Technical Configuration (CTD) document on-site at the conclusion of the technical visit or via email exchanges in the following days.
- 3.5. If, after the order has been placed, the Buyer requests a change to the delivery date, refuses to accept delivery on the agreed date, or provides the Seller with incorrect information, the Seller shall be entitled to claim from the Buyer any additional costs incurred as a result (storage and handling fees, ...) without prejudice to the right to retain all sums received under the contract, in accordance with Article 4, in the event of termination by the Buyer.
- 3.6. If, after the order has been placed, the Buyer requests additional services from the Seller, these will be invoiced under the standard terms and conditions in effect at the time of the request.
- 3.7. The Seller reserves the right at any time to make any improvements or modifications to the Product deemed necessary.
- 3.8. The Seller reserves the right to cancel the signed sales contract due to the technical unfeasibility of the project. In such a case, the Seller shall reimburse the Buyer for all sums paid under the order.

Article 4 – Prices and Payment Terms

- 4.1. All sales prices for the Products are set and payable in Euros (€). They include all taxes and reflect any discounts applicable on the date of the order. They include packaging, delivery, and installation costs, which are listed separately from the sales price on the Purchase Order.
- 4.2. All invoices from the Seller must be paid by bank transfer to the account specified by the Seller within 15 calendar days of the date of receipt of the invoice.
- 4.3. All of the Seller's invoices are considered definitively accepted by the Buyer if they are not contested by written notice sent via certified mail within 8 calendar days of the invoice date.
- 4.4. After the signed Purchase Order is sent to the Seller, payment is made as follows: a deposit of €1,210 (including tax) prior to the technical visit; 80% of the total order amount, minus the €1,210 (including tax) deposit already invoiced and paid, after the Seller has validated the technical feasibility of the project and before production begins; and 20% of the total order amount on the day of the Product's installation.
- 4.5. In the event that the project is technically unfeasible, the initial deposit will be refunded in full at no charge.

Article 5 – Delays

- 5.1. Unless otherwise expressly stated on the Purchase Order, deliveries and installations shall take place at the location specified in the Purchase Order, and the Buyer agrees to take delivery of the Product on the date agreed upon and confirmed by the Seller.

5.2 Unless expressly stated otherwise on the Purchase Order, delivery and installation lead times shall be 8 to 10 weeks from the Seller's confirmation of the final measurements in accordance with Article 3.4 and payment of the second instalment referred to in Article 4.4. Such lead times are provided for indicative purposes only and shall not constitute a commitment on the part of the Seller. They may be extended or modified, in particular as a result of periods of high seasonal demand or circumstances beyond the Seller's reasonable control. Such extension shall not give rise to the cancellation of the order, the refusal to accept delivery of the product, or any indemnification whatsoever, save as otherwise required by mandatory statutory provisions.

5.3. If the Buyer requests that the delivery or installation deadline be changed, the Seller reserves the right to charge the Buyer for any resulting additional costs (storage fees, handling fees, travel expenses, lost hours). These costs will be communicated to the Buyer upon receipt of the Buyer's request to change the deadlines.

5.4. A delivery and acceptance certificate shall be signed by the Buyer or a third party designated by the Buyer on the day of delivery and installation of the Product. By signing this delivery and acceptance certificate, the Buyer expressly acknowledges that the Product has been delivered and installed and that it is free from any lack of conformity and apparent defects on the date of acceptance. The Buyer also acknowledges that the Product's safety, user, and maintenance manual has been provided to them and that they have read it. The signing of the acceptance certificate by a third party designated by the Buyer binds the Buyer under the same conditions as if it had been signed directly by them.

Article 6 – Retention of title - Intellectual property rights

6.1. The Product sold by the Seller to the Buyer remains the full property of the Seller until full payment by the Buyer of all sums due to the Seller, including interest and any compensation.

6.2 The sale of the Products does not entail any transfer of intellectual property rights to the Buyer.

Article 7 – Warranty

7.1. The Buyer has legal rights under the applicable national legislation governing the sale of consumer goods. These rights are not affected by this warranty.

7.2. The Product is guaranteed by the Seller for two years from the date of installation.

7.3. The Warranty shall take effect only if the Buyer signs the BREG at the time the Product is put into service, provided that payment has been made in full. No warranty or after-sales service will be provided unless both of these conditions are met.

7.4. The Seller shall not be liable for any lack of conformity resulting from:

- Normal wear and tear;
- Abnormal friction (e.g., but not limited to: in the case of sharp edges);
- An intentional act or fault committed by the Buyer or a third party;
- Improper installation of the Product, except when the installation was performed by the Seller or under the Seller's responsibility;
- A refusal to comply with requests for specific technical inspections (recall actions);
- Use not in accordance with the user manual;
- Failure to follow the Seller's guidelines for winterizing the pool;
- External factors (e.g., including but not limited to: storms, lightning damage, falling trees, lawn mowers, large animals, sand, ant nests);
- Improper installation or misuse of a water treatment device (salt chlorinator, over-chlorination, excessive use of maintenance products);
- Incorrect grounding and/or failure to connect to the house's pool ground (see user manual);
- Insufficient or lack of maintenance/cleaning (see User Manual);
- The addition of accessories or other components that do not comply with the manufacturer's technical specifications;
- Disassembly or repair performed by an unqualified person or using parts not supplied or approved by the Seller;

7.5. Activating the product's warranty does not extend the initial date of the Warranty and does not extend the duration of the Warranty.

7.6. Any intervention after the expiry date of the warranty, or outside the warranty, will be invoiced.

7.7. The anchoring surfaces of the cover (coping or decking) must comply with the Seller's document. They must be able to support a traction of 200 kg/linear meter and are not covered by the Warranty. Any failure of the Coverseal resulting from movements of the anchoring surface cannot be attributed to Becoflex and will be at the expense of the Buyer.

7.8. Any snags, scratches, signs of bending, holes, stains and discolouration cannot be guaranteed.

Article 8 – Liability for defective products due to the fault of the Buyer

The Seller's liability will be excluded in particular when damage has been caused by use of the Product that does not comply with the instructions for use, (for example, but not limited to, sitting on the casing of the cover during opening or closing and/or using it as a springboard, being on the cover (children/adults), opening the cover while it is still covered with rubbish, water, ice or snow, opening the cover while it is no longer correctly locked in the rail, etc.).

Article 9 – Installation of the Product

9.1. With regard to the installation of the Product, the Seller reserves the right to call upon subcontractors who act under its responsibility.

9.2. In case of Force Majeure or for any other reason that does not allow the installation to be carried out in optimal conditions (for example, but not limited to, unfinished or non-compliant swimming pool and surroundings, climatic conditions), the Seller shall be authorised to suspend the installation of the Product in accordance with the provisions of Article 12 below.

Article 10 – After-sales service

Except as provided for in Article 7, any request for service after the warranty period will be subject to a prior estimate that includes travel expenses, labor costs, and any parts that need to be replaced. This estimate must be paid in full before any service is performed. The final invoice for the service will be based on the work performed on-site and the parts replaced.

Article 11 – Obligations of the Buyer

The Buyer undertakes to comply strictly with the Seller's instructions concerning the use and maintenance of the Product (see Instructions for use supplied with the cover or available on the website www.coverseal.com) as well as to the specificities of its current and/or future installation (e.g.: water treatment system requiring a closing detector). The Buyer is required to notify the Seller by email or certified mail of any lack of conformity immediately upon the day the Buyer discovers such lack of conformity.

Article 12 – Force majeure

"Force Majeure" means any event that may alter, delay or prevent the performance of its obligations by one of the parties, which is beyond the control of the affected party and which that party has not been able to prevent or overcome with reasonable diligence and foresight, such as but not limited to acts of war, riots, fires, pandemics, strikes, floods, earthquakes, or other natural disasters, government directives and similar events. Any failure or delay in performance by the Seller shall not constitute a default by the Seller, and shall not give rise to any claim for damages against the Seller, if and to the extent that such failure or delay in performance is caused by an event of Force Majeure.

Article 13 – Severability

If any provision of the contract is held to be illegal, invalid or unenforceable, in whole or in part, under applicable law, that provision shall be deemed not to form part of the contract and the legality, validity or enforceability of the remainder of the contract shall not be affected. Each party shall immediately negotiate in good faith a valid replacement provision with equal or similar economic effect.

Article 14 – Penalties for non-compliance with contractual obligations - Limitation of liability

14.1. In the event of failure to pay an invoice by its due date, payment of all invoices issued to the Buyer shall become due and payable. Unless otherwise stipulated in these General Terms and Conditions of Sale or provided for by applicable law, in the event of termination of the contract by the Buyer, any amounts already received by the Seller shall be retained by the Seller in full. An equal indemnity shall be payable by the Seller to the Buyer in the event that the Seller terminates the contract.

14.2. Any invoice unpaid by the due date shall, as of right and without prior notice, accrue interest at the statutory rate.

14.3. Any invoice unpaid by the due date shall also be subject, by operation of law and without prior notice, to a fixed penalty of 10% of the unpaid amount, as liquidated damages, with a minimum of 250 EUR.

14.4. Unless otherwise provided by law, the Seller's potential liability under the contract shall in no event exceed an amount equal to the amount actually paid by the Buyer under the contract.

Article 15 – Privacy Policy

15.1. In accordance with the GDPR and the applicable Belgian law of July 30, 2018 (collectively, the "Data Protection Regulations"), the Seller acts as the data controller when it collects and processes the Buyer's personal data in connection with the performance of the contract. By accepting the General Terms and Conditions of Sale, the Buyer consents to the use of their personal data for the fulfillment of orders placed with the Seller.

15.2. In accordance with the Data Protection Regulations, the Buyer has the right of access, objection, rectification, erasure and data portability, as well as the right to restrict the processing of their personal data. To exercise these rights, the Buyer may contact rgpd@coverseal.com or write to the postal address mentioned in Article 1.

15.3. The Seller undertakes not to retain the personal data it has collected for longer than necessary to achieve the corresponding purposes, unless there is (i) a legal obligation incumbent upon the Seller or (ii) a risk of litigation or pre-litigation proceedings, subject to compliance with the applicable statutory limitation periods. These General Terms and Conditions of Sale are supplemented by the "Personal Data Protection Policy", which is available on the Seller's website: <https://www.coverseal.com/terms-and-conditions/>.

Article 16 – Governing Law

These General Terms and Conditions of Sale and, more generally, the rights and obligations of the Seller and the Buyer with respect to the purchase and sale of the Products are governed by Belgian law.

Article 17 – Disputes / Mediation

In the event of a dispute or disagreement for any reason whatsoever, the Seller and the Buyer agree to attempt to settle the dispute amicably before bringing the matter before the courts. In the absence of an amicable resolution, the courts of the Seller's district (Mons, Belgium) shall have exclusive jurisdiction.