

General Terms and conditions B2B BC Consulting SARL - BFlash

THE PRODUCTS OFFERED ON THIS WEBSITE ARE INTENDED FOR SALE TO AND USE BY PROFESSIONAL VEHICLE TUNERS ONLY AND ARE UNSUITABLE FOR A NON-PROFESSIONAL AUDIENCE

1. General.

- 1.1. The legal relationship and each agreement between BC Consulting (BC Consulting SARL, with registration number B169121, EUID-number LURCSL.B169121 and headquarters at ZI Rolach Hall n°2, 5280 Sandweiler, Luxembourg) and the client are exclusively governed by these terms and conditions, unless agreed otherwise in a written agreement.
- 1.2. The terms and conditions are available on the website (www.bcconsulting.lu/terms-and-conditions-bflash).
- 1.3. The terms and conditions are applicable to every offer of BC Consulting and for every concluded distance contract between BC Consulting and the client who, exclusively for professional purposes, uses or acquires devices (bFlash) intended for reading the engine control unit of vehicles (the 'Products') which were brought on the market by BC Consulting.
- 1.4. The terms and conditions that are mentioned on the website at the moment of the order, apply and are deemed to apply on that order.
- 1.5. By ordering or buying Products of BC Consulting, using the website, the client confirms that he or she has read the general terms and conditions and accepted them.
- 1.6. BC Consulting reserves the rights to modify the terms and conditions at any moment.
- 1.7. Any variations or derogations to these terms and conditions shall be inapplicable unless agreed in writing by BC Consulting. Derogations to one or more articles of the General terms and conditions will not affect the applicability of the other articles of those same general terms and conditions.

2. Professional client

- 2.1. Given the extremely specific nature of the Products, BC Consulting only sells its Products B2B to professional vehicle tuners who are sufficiently trained, educated and skilled in the tuning of a vehicle and who can tune a vehicle without extra information, education or assistance from any third party.
- 2.2. By ordering or buying Products of BC Consulting the client confirms that he or she is a professional car tuner with an extensive knowledge and education with regard to the tuning of a vehicle.

3. Information, orders, prices and availability

- 3.1. The information that is made publicly available by BC Consulting (e.g. through the website) is general by nature and submitted to corrections and/or changes. That information itself is by principle not adapted to personal or specific circumstances. BC Consulting reserves the right to modify the characteristics of the Products at any moment, as it deems appropriate or necessary or as may be required by any authority.
- 3.2. All offers and Products are subject to availability.
- 3.3. All prices indicated on the website are based on the current prices that BC Consulting applies.
- 3.4. All prices are in Euro and are exclusive of VAT and exclusive of any other applicable costs.

- 3.5. The prices can be subject to fluctuations and can be modified at all time by BC Consulting on its website.
- 3.6. The price valid at the time of the confirmation of the order shall apply to such order and shall be set forth in the purchase account of the customer buying the Product.
- 3.7. BC Consulting processes orders subject to availability and within the limitations as provided in this general terms and conditions. BC Consulting maintains its right to refuse orders at all time for legitimate reasons, including but not limited to, when it has a serious suspicion of abuse of law or misconduct by the client.

4. Product ordering process

- 4.1. Before ordering a Product, each customer must create an account. The customer account will be created by completing the registration process and by providing BC Consulting with current, complete and accurate information as prompted by the application registration form. Providing incorrect information (such as a fake or not unique VIN number) can lead to BC Consulting's inability to offer support on a specific project.
- 4.2. Once the customer account is created, the customer may buy Products available on the webstore.
- 4.3. Without prejudice to article 3.7, the order will be final upon confirmation by the customer.
- 4.4. Once the order is confirmed, the customer is not entitled to cancel the sale and/or apply for a refund and purchased Product(s) cannot be returned to BC Consulting. Any request for a refund will lead to an immediate exclusion from the website, services and Products.

5. Invoice and payment

- 5.1. The invoice will be delivered to the customer upon confirmation of the order and will be sent only by email.
Customers are obligated to pay the Products using the online payment provider "Paypal" unless explicitly agreed otherwise with BC Consulting
- 5.2. BC Consulting may offer other payment methods in the future. If BC Consulting decides to use other payment methods, this will be announced through the website.
- 5.3. In order to ensure the safety of the online payments made by the client, all transactions are encrypted with SSL technology.

6. Delivery of the Products

- 6.1. Unless otherwise agreed upon in writing, delivery of the products shall take place "ex works".
- 6.2. The client shall make all arrangements necessary to take delivery of the products whenever they are ready for shipment.
- 6.3. Unless otherwise agreed upon in writing, delivery of the products shall only take place after full payment of the price.
- 6.4. If the customer has requested it, BC Consulting will use reasonable commercial efforts to deliver the Product(s) to the destination designated by the customer. However, the date of delivery specified by BC Consulting is an estimated date and not binding. Time for delivery shall not be of the essence of the contract, unless expressly agreed upon between parties. Delays in execution may therefore never lead to damage compensation or dissolution of the agreement.
- 6.5. Deliveries are done on behalf of the client, the client will be accounted for all costs and risks of shipment (e.g. storage, handle, transport).

7. Control and acceptance

- 7.1. The client reserves the right to refuse any Products and to cancel all or any part of its order if the Products provided by BC Consulting do not conform to the applicable industry standards or practices or if they do not conform with the specific order.
- 7.2. The clients, or where relevant, the person to whom the delivery is made, must inspect the Products upon delivery. In the event the Products are alleged to be damaged or defective upon delivery or in event of non-conformity with the order, a description of the alleged damage, defect, non-conformity and/or any other complaint must be given in writing within five days from delivery of the Products.
- 7.3. In the event BC Consulting did not receive any complaint in writing within five days from delivery of the products from the client, the products are deemed to be accepted by the client.

8. Warranty

- 8.1. For a term of 1 year from the date of delivery of the Product BC Consulting warrants that:
 - the products supplied shall be of merchantable quality, conform to applicable industry standards and practices and shall be suitable for the clients intended uses and purposes in the ordinary course of business.
 - the products supplied shall be free from defects in design, material and workmanship.

9. Liability and Limitation of liability

- 9.1. BC Consulting can only be held liable in case of personal injuries or gross negligence and/or intentional misconduct.
- 9.2. The client acknowledges and accepts that BC Consulting can never be held liable for any indirect, incidental, consequential or similar damages or losses incurred by the client in relation to the products.
- 9.3. Without prejudice to mandatory statutory provisions, BC Consulting's liability will be always limited to the price of the Product. In no event shall BC Consulting be liable for any damages due to the owner of a vehicle tuned by the customer.
- 9.4. Moreover BC Consulting cannot be held liable for:
 - Damages caused by incompetent use of the products or use for a purpose other than that for which they are suitable by objective standards;
 - Damages caused by materials or services provided by third parties, without prior written consent of BC Consulting;
 - Any (in)direct damages and/or costs resulting from, without limitation, improper actions, carelessness, negligence, misconduct, and/or non-proper use and/or maintenance of the products by the client;
 - Normal wear and tear of the products;
 - Any claims from customers of the client as a result of non-fulfilment of the pre-contractual information obligation for which the client is responsible;
 - Damages caused by an event of Force Majeure as defined in article 10.
- 9.5. The client shall indemnify BC Consulting against all liabilities, costs, expenses, damages and losses suffered or incurred as a result of or in connection with any claim made against any of them by a third party where such claim arises out of or in connection with the supply of the Products, to the extent that such claim is attributable to the acts or omissions of one of the client or one of their employees, agents or subcontractors.

10. Force majeure

BC Consulting has no liability to customers for failure or delay in the performance of any obligation to the extent that the performance is prevented because of Force Majeure. For the purpose of this agreement, 'Force Majeure' means : each circumstance which BC Consulting could not have taken into account at the moment of closing agreement and due to which the normal execution of the agreement could reasonably not be expected from the BC Consulting, such as war, threat of war, independently whether Belgium directly or indirectly is involved, full or partial mobilization, state of emergency, revolt, sabotage, floods, fire or other destructions and damages in factories or warehouses, exclusions, company lockouts, labour strikes, breakage of machines or tools or other malfunctions in BC Consulting or in firms where BC Consulting makes use of products, commodities or other appliances or where BC Consulting renders services, public authority restrictions or public measures of all kind, encumbrances due to unfavorable weather conditions, scarcity of transport means, restrictions or encumbrances of the production and/or supply of products, commodities or excipients, fuels and/or energy.

11. Intellectual property rights

- 11.1. The Products, services, content and all parts of the website of BC Consulting (including all trademarks, logos, designs, drawings, data, product and/or company names, texts, images, software etc.) are protected by intellectual property rights (*i.e.* copyright and trademark law) belonging to BC Consulting or third parties with authorization of BC Consulting. The client is not entitled, for any reason, to modify, copy, distribute, send, re-offer, reproduce, publish, assign under license, transfer or sell to create works derived from the elements earlier mentioned, any given information or content. Supply of products or services by BC Consulting does not imply any transfer or providing of her intellectual property rights. It is not allowed for any reason, to establish an automatic link between the website of BC Consulting and another website or any link that automatically returns to the BC Consulting website, without the consent of BC Consulting.
- 11.2. In particular, the software offered by BC Consulting remains the exclusive property of BC Consulting. The client is provided with a personal, temporary and non-exclusive right of use, which the client may under no circumstances transfer, relinquish, pledge, remit or lend, neither for valuable consideration nor for free. It is prohibited that the client copies software. It is prohibited that the client translates, modifies, arranges or otherwise changes in any way the software without prior written consent by BC Consulting. Upon termination of the use of software, the client will destroy all software applications, together with the related documentation and manuals. The client engages to keep the software confidential.
- 11.3. Any breach of intellectual property rights of BC Consulting can lead to civil and criminal proceedings in accordance with applicable Luxembourg legislation.

12. Information obligation

- 12.1. It is the responsibility of the owner or holder of a vehicle to ensure that the vehicle at any time complies with the applicable road legislation and is allowed to drive on the public road.
- 12.2. The client, as a professional seller, has the obligation to properly inform its customers of their legal obligations when tuning their vehicle. By agreeing with these general terms and conditions, the client undertakes to comply with its precontractual information obligation towards its customers.
- 12.3. BC Consulting makes no representation or warranty and gives no undertakings in relation to the homologation of a vehicle tuned and/or to the grant to any end

customer (owner of a vehicle tuned) of the necessary authorization to drive on the public road.

13. Relationship of parties

13.1. Nothing contained in these terms and conditions shall be construed as establishing or implying partnership or joint venture between the parties and nothing in these terms and conditions shall be deemed to construe either of the parties as the agent of the other.

14. Waiver

14.1. The failure by BC Consulting to enforce at any time or for any period any one or more of these terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions.

15. Severability

15.1. If any term or provision of these terms and conditions is held invalid, illegal or unenforceable for any reason by any court or competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect.

16. Governing law and jurisdiction

16.1. This agreement shall be governed by and construed with the law of Luxembourg.

16.2. Any dispute arising from, or related to, these general terms and conditions shall be exclusively brought before the competent courts of Luxembourg.