

General Terms and Conditions of Sale and Use

Preamble

LMT TRADING LTD Company is the exclusive Importer of FLOWSTOP

Bureau Vallée Malta is one of the distributor. It's a Maltese company registered, C67659.

The offer presented to the Client specifies the specific conditions of the sale of the Equipment FLOWSTOP and the provision of the Service, as defined below.

Signing this document constitutes acceptance of these General Terms and Conditions of Sale and Use (CGVU) and precedes the manufacture and delivery of the Equipment and the provision of the Service; it constitutes the contract between the parties.

Article 1 – Definitions

The CGVU aim to define the conditions under which Bureau Vallee Malta provides the Client with the Equipment and the Service defined below. The Equipment refers to the FLOWSTOP inflatable flood protection devices sold to the Client. The Service refers to access to the FlowStop Tracking application.

Article 2 – Description and Operation

2.1 – Preparation and Production of Equipment

a) Definition of openings to be protected

The Client indicates to Bureau Vallee Malta on the online Quote Request form, the openings to be protected. The Client is responsible for measuring the width of each opening to be protected, with a precision of 1 centimeter. Bureau Vallee Malta is not responsible for incorrect measurements.

b) Manufacturing of Equipment

The Client validates and signs the present CGVU specifying the quantities and sizes of Equipment to be produced corresponding to the openings the Client wishes to protect. Manufacturing begins after receipt of invoice payment.

2.2 – FlowStop Tracking Application

The Client has unlimited duration access to the Service. Access to the Service is via a browser on a computer or phone at <https://app.flowstop.fr/>. The use of the Service is optional and does not modify the operation of the Equipment.

Article 3 – Obligations of Bureau Vallee Malta

3.1 – Supply of Equipment

Bureau Vallee Malta commits to providing the Equipment to the Client in accordance with the Quote validated and signed by the Client. Delivery takes place no later than 60 days after signing this document and paying the invoice. Bureau Vallee Malta adds between 1 and 3 centimeters to the width indicated to ensure tightness. When placing it in the opening, it is normal and necessary to force the Equipment in.

3.2 – Accessories

Devices are delivered with a manual inflation pump for every set of 5 devices, and an electric autonomous compressor for every set of 10 devices. The devices come with an instruction manual. The Client also has access to online video tutorials available on the website under the Guide tab.

3.3 – Delivery

In case of shipping delay, an email will be sent to inform you of any potential impact on the indicated delivery time. Bureau Vallee Malta cannot be held responsible for delivery delays exclusively due to the client's unavailability after several meeting proposals.

3.4 – Return Policy

Bureau Vallee Malta does not offer equipment returns as production is custom-made. In accordance with the provisions of article SUBSIDIARY LEGISLATION 378.17 CONSUMER RIGHTS REGULATIONS, the right of withdrawal does not apply to:

The supply of goods made to the consumer's specifications or clearly personalized.

3.5 – Bureau Vallee Malta's Responsibility in Case of Flooding

Bureau Vallee Malta is not responsible for deploying and positioning FLOWSTOP devices in case of flooding. This task is the responsibility of the Client. Bureau Vallee Malta has no obligation of result and cannot be held responsible for any damage or loss caused by the flooding.

Article 4 – Obligations of the Client

4.1 – Provision of Information

The Client commits to cooperating with Bureau Vallee Malta and providing all information requested by Bureau Vallee Malta for the execution of these terms. The Client is responsible for the accurate measurement of the widths of their openings. Bureau Vallee Malta cannot be held responsible for incorrect measurements. The Equipment is delivered with a width between +1 and +3 centimeters compared to the width indicated by the Client.

4.2 – Client Responsibility in Case of Flooding

The Client is responsible for deploying FLOWSTOP devices in case of flooding and relies on its operational teams.

Article 5 – Confidentiality

All information, of any nature, that has not fallen into the public domain, which the receiving party knows or has reason to believe is confidential or trade secrets belonging to the other party, or any information that one of the parties is required to keep confidential (for example, due to contractual or other obligations to a third party), shall be considered Confidential Information. All Confidential Information disclosed under this contract remains the exclusive property of the Disclosing Party.

Article 6 – Price and Payment

6.1 – Price

The price is indicated in the present quote.

6.2 – Payment

The price billed to the client is the price indicated on the present quote. The price of products is payable in 30 days. Manufacturing only begins after the payment is received. Payment is made via Credit Card, Direct Debit or Bank Transfer.

Article 7 – Commercial Mentions

The Client authorizes Bureau Vallee Malta to mention the Client's name on all media for commercial reference purposes.

Article 8 – General Provisions

8.1 – Generalities

The titles of the articles of this contract are intended to facilitate reading and should not have any effect on its interpretation. No provision of the contract shall be deemed to have been waived, supplemented, or modified by any of the Parties without a prior written and signed act by the authorized representatives of both Parties in the form of an amendment expressly relating to the decision to waive, supplement, or modify a clause.

8.2 – Entirety of the Contract

These CGVU constitute the entirety of the contract agreed upon between the Client and Bureau Vallee Malta and replace any prior agreement, written or oral, relating to the subject of these terms. All additional or different terms and conditions relating to the subject of these terms appearing in any written or oral communication addressed to Bureau Vallee Malta shall be unenforceable against them.

8.3 – Warranty

In all cases, Bureau Vallee Malta cannot be held responsible for complying with the regulatory and legislative provisions in force in the country of reception. Bureau Vallee Malta's liability is always limited to the value of the product in question, valued at its date of sale. In any case, the Client benefits from the legal warranty against eviction and hidden defects (Article 1427 of the Civil Code, Chapter 16 of the Laws of Malta). Provided that the buyer proves the hidden defect, the seller must legally repair all its consequences (art.1641 and following of the civil code); if the buyer goes to court, it must do so within a "short period" from the discovery of the hidden defect.

8.4 – Force Majeure

The Parties cannot be held responsible for a failure to fulfill any of their obligations under the contract resulting from the occurrence of a force majeure event, as defined by case law.

8.5 – Applicable Law

These general conditions are governed by Maltese internal law, this applying to both substantive and procedural rules, regardless of the places of execution.

8.6 – Prescription

All judicial actions between the parties are prescribed, except for contrary public order provisions, if they have not been introduced within a period of two years.

8.7 – Dispute Resolution

In case of difficulties in the interpretation or application of the clauses of this contract, and failing amicable agreement between the two parties, the courts within the jurisdiction of Bureau Vallee Malta's headquarters will have exclusive jurisdiction.