GENERAL TERMS AND CONDITIONS OF SALE

B.I.A.S. (HOME AUTOMATION & PRIVATE SECURITY SERVICES) LIMITED

Updated On: 21 July 2026

1. Introduction and Company Information

These General Terms and Conditions of Sale (“Terms”) govern the contractual relationship between:

B.I.A.S. (HOME AUTOMATION & PRIVATE SECURITY SERVICES) LIMITED, a company incorporated under the laws of the Republic of Cyprus, having its registered office at 6 Evagorou Street, Office 301, 2121 Nicosia, Cyprus, registered with the Registrar of Companies under registration number HE83296 and VAT registration number CY10083296T (“BIAS”, “we”, “us” or “our”),

and any person or entity purchasing products or services from BIAS (“Customer”, “you” or “your”).

These Terms apply to all sales made through the BIAS website, quotations, purchase orders, electronic orders, or any other sales channel operated by BIAS, unless expressly agreed otherwise in writing by BIAS.

By placing an order with BIAS, the Customer acknowledges that it has read, understood and accepted these Terms.

Where the Customer is a consumer, these Terms shall apply subject to any mandatory rights granted under applicable consumer protection legislation. Where the Customer purchases products for business purposes, the provisions applicable to commercial customers shall apply.

2. Definitions:

For the purposes of these Terms:

“BIAS” means B.I.A.S. (HOME AUTOMATION & PRIVATE SECURITY SERVICES) LIMITED.

“Customer” means any individual or legal entity purchasing products or services from BIAS.

“Goods” or “Products” means the products, equipment, devices, accessories, software or other items supplied by BIAS.

“Manufacturer” means the original manufacturer or supplier of the Goods.

“Order” means any purchase request submitted by the Customer and accepted by BIAS.

“Website” means any website, online store or digital platform operated, controlled or managed by B.I.A.S. (HOME AUTOMATION & PRIVATE SECURITY SERVICES) LIMITED through which Goods or services may be offered or made available to Customers.

3. Scope and Acceptance of Terms

These Terms apply to all sales of Goods and services made by BIAS, including sales conducted through the Website, quotations, purchase orders, trade accounts, email orders or any other sales method operated by BIAS, unless expressly agreed otherwise in writing.

Any terms or conditions proposed by the Customer that are inconsistent with these Terms shall not apply unless expressly accepted by BIAS in writing.

Where a quotation, order confirmation or separate written agreement issued by BIAS contains specific terms applicable to a particular transaction, such specific terms shall prevail over these Terms only to the extent of any inconsistency.

BIAS reserves the right to update or amend these Terms from time to time. The applicable version shall be the version published on the relevant BIAS Website or otherwise provided to the Customer at the time the order is accepted.

4. Customer Accounts

Where the Customer creates an account with BIAS, the Customer is responsible for ensuring that all information provided is accurate, complete and up to date.

The Customer shall maintain the confidentiality of account credentials and shall be responsible for all activities conducted through its account.

BIAS reserves the right to suspend or terminate an account where it reasonably believes that:

(a) inaccurate or misleading information has been provided;

(b) the account has been misused;

(c) the Customer has breached these Terms; or

(d) continued access may expose BIAS to legal, regulatory or commercial risk.

5. Products and Product Information

BIAS takes reasonable care to ensure that product descriptions, photographs, specifications and other information published on its Website or provided in quotations are accurate.

However, product information may originate from manufacturers and suppliers, and BIAS does not warrant that such information is completely free from errors or omissions.

Product specifications, designs, availability, colours, packaging and technical characteristics may be changed by manufacturers without prior notice.

BIAS reserves the right to supply products with equivalent specifications where reasonably required due to manufacturer changes or product availability.

Product images are provided for illustrative purposes only and may not represent the exact appearance, packaging or accessories supplied.

6. Quotations and Offers

Unless otherwise stated in writing, quotations issued by BIAS shall remain valid for the period specified in the quotation.

A quotation does not constitute a binding offer or guarantee of supply until accepted by BIAS.

Prices, delivery times and product availability stated in quotations are subject to change where affected by:

(a) manufacturer price changes;

(b) currency fluctuations;

(c) supplier availability;

(d) regulatory requirements; or

(e) circumstances outside BIAS’s reasonable control.

Any services, installation, configuration or technical support not expressly included in a quotation shall be subject to a separate agreement or quotation.

7. Orders and Contract Formation

Orders may be placed through the BIAS Website, email, quotation acceptance, purchase order or any other approved ordering method.

An order submitted by the Customer constitutes an offer to purchase the Goods.

A binding contract shall be formed only when BIAS:

(a) confirms acceptance of the order in writing;

(b) confirms availability and acceptance of payment; or

(c) dispatches the Goods,

whichever occurs first.

BIAS reserves the right to refuse or cancel any order where:

(a) the Goods are unavailable;

(b) pricing or product information contains an obvious error;

(c) payment is not received;

(d) the Customer has provided inaccurate information; or

(e) fulfilment would breach applicable legal, regulatory, sanctions, export control or manufacturer restrictions.

Where an order is cancelled after payment has been received, any applicable refund shall be processed in accordance with these Terms and applicable law.

8. Prices and Taxes

All prices displayed on the BIAS Website or provided in quotations are stated in Euros unless otherwise indicated.

Prices include VAT where required by applicable law.

Delivery charges, installation charges, customs duties, import taxes or other applicable charges shall be payable by the Customer where applicable and shall be communicated before completion of the order.

BIAS reserves the right to correct pricing errors and shall notify the Customer before processing an order affected by such errors.

Where the Customer does not accept the corrected price, the Customer may cancel the affected order and any amounts paid shall be refunded.

9. Payment Terms

The Customer shall pay the purchase price and any applicable charges in accordance with the payment terms specified by BIAS.

Unless otherwise agreed in writing:

(a) online orders must be paid in full before dispatch of the Goods;

(b) quotations for commercial customers may require advance payment or staged payments as specified in the quotation;

(c) BIAS shall not be required to dispatch Goods until payment has been received or approved payment arrangements have been confirmed.

For credit-approved business customers, payment terms may be granted at BIAS's discretion. Any credit facility may be suspended or withdrawn at any time where BIAS reasonably considers that there is an increased credit, compliance or commercial risk.

If payment is not received when due, BIAS reserves the right to suspend deliveries, cancel outstanding orders and recover any applicable costs in accordance with applicable law.

10. Availability and Back Orders

BIAS will make reasonable efforts to maintain accurate product availability information.

However, availability may be affected by manufacturer supply, logistics issues, regulatory restrictions or circumstances outside BIAS's reasonable control.

Where a product is unavailable after an order has been accepted, BIAS shall notify the Customer and may offer:

(a) an estimated delivery date;

(b) an alternative product of equivalent specification; or

(c) cancellation of the affected order with a refund of amounts paid for undelivered Goods.

For back-ordered products, BIAS will provide an estimated delivery timeframe where available. Delivery estimates are indicative only and do not constitute a guaranteed delivery date unless expressly agreed in writing.

11. Delivery and Shipping

BIAS shall deliver Goods to the delivery address provided by the Customer.

Delivery times provided by BIAS are estimates only unless expressly agreed otherwise in writing.

BIAS shall not be liable for delays caused by:

(a) manufacturer or supplier delays;

(b) transport delays;

(c) customs procedures;

(d) incorrect information provided by the Customer;

(e) regulatory restrictions; or

(f) events outside BIAS's reasonable control.

The Customer is responsible for ensuring that delivery information provided to BIAS is accurate.

For international deliveries, the Customer is responsible for complying with applicable import requirements and for payment of any customs duties, taxes or charges imposed by the destination country unless otherwise agreed.

12. Transfer of Risk and Ownership

Risk of loss or damage to the Goods shall transfer to the Customer:

(a) upon delivery of the Goods to the Customer or its nominated carrier; or

(b) upon collection of the Goods by the Customer or its representative.

Ownership of the Goods shall remain with BIAS until full payment of all amounts due in relation to the Goods has been received.

Until ownership transfers:

(a) the Customer shall keep the Goods identifiable and properly stored;

(b) the Customer shall not remove identifying marks or serial numbers;

(c) the Customer shall not dispose of the Goods in a manner inconsistent with these Terms.

This retention of title provision shall apply to the maximum extent permitted under applicable law.

13. Inspection of Goods

The Customer shall inspect the Goods upon delivery and notify BIAS without undue delay of any visible damage, shortage or incorrect delivery.

Where the Customer identifies a defect or issue, the Customer shall provide reasonable information and supporting evidence requested by BIAS.

Failure to notify BIAS within a reasonable period may affect BIAS's ability to investigate or resolve the issue, but shall not affect any mandatory consumer rights.

14. Returns and Exchanges

Returns and exchanges shall be handled in accordance with BIAS's Returns & Exchanges Policy, as published on the Website.

Consumer Customers shall have the rights provided under applicable consumer protection legislation, including any applicable right of withdrawal.

For business customers, returns shall only be accepted where expressly agreed by BIAS in writing.

Products may be excluded from return where permitted by law, including:

(a) products specially ordered, configured or customised for the Customer;

(b) products supplied as part of a special procurement arrangement;

(c) products damaged, altered or improperly used by the Customer.

All returned Goods must be complete, unused and in their original packaging unless otherwise agreed.

15. Warranty and Manufacturer Support

Goods supplied by BIAS are covered by the applicable manufacturer's warranty, where provided.

BIAS shall provide reasonable assistance in facilitating warranty claims with manufacturers.

Unless expressly stated otherwise, BIAS does not provide warranties beyond those required under applicable law or expressly provided by the manufacturer.

Warranty coverage may be affected where products have been:

(a) incorrectly installed;

(b) modified;

(c) misused;

(d) operated outside manufacturer specifications; or

(e) damaged due to external causes.

Installation, configuration or technical services provided by BIAS, where applicable, shall be subject to separate terms or agreements.

16. Software, Firmware and Third-Party Services

Certain Goods may include software, firmware, cloud services or third-party applications provided by manufacturers.

The Customer acknowledges that:

(a) such software and services may be subject to separate licence terms imposed by the manufacturer or service provider;

(b) availability and functionality may depend on third-party systems outside BIAS's control;

(c) manufacturers may update, modify or discontinue software features or services.

BIAS shall not be responsible for interruptions, limitations or changes to third-party software or services, except where required by applicable law.

17. Customer Obligations

The Customer shall:

(a) provide accurate and complete information when placing orders;

(b) use the Goods in accordance with manufacturer instructions and applicable laws;

(c) comply with any applicable installation, licensing, safety and regulatory requirements;

(d) ensure that any information provided to BIAS for compliance purposes is accurate and complete.

The Customer shall not use the Goods for any unlawful purpose or in a manner that may expose BIAS, its suppliers or manufacturers to legal or regulatory risk.

18. Sanctions, Export Control and Trade Compliance

The Customer shall comply with all applicable sanctions, export control laws, trade restrictions and other applicable laws and regulations relating to the purchase, export, re-export, transfer, resale, supply or use of the Goods.

The Customer shall not export, re-export, transfer, resell or otherwise make available the Goods, directly or indirectly, in violation of applicable laws, sanctions, export controls or restrictions imposed by manufacturers or suppliers.

The Customer represents that, to the best of its knowledge and after exercising reasonable due diligence, the Goods are not purchased for any prohibited destination, end use or person subject to applicable restrictions.

Where reasonably required for compliance purposes, BIAS may request information relating to the Customer, intended end user, destination or intended use of the Goods.

BIAS reserves the right to suspend, refuse or cancel any order where it reasonably believes that fulfilling the order may:

(a) breach applicable sanctions or export control requirements;

(b) expose BIAS or its suppliers to legal or regulatory risk; or

(c) conflict with restrictions imposed by manufacturers or suppliers.

The Customer shall promptly notify BIAS of any actual or suspected breach of this section.

Any breach of this section shall constitute a material breach of these Terms.

18.1 Customer Compliance Obligations

The Customer shall be responsible for compliance with applicable sanctions, export control laws and trade restrictions relating to the Goods after delivery. The Customer shall not export, re-export, transfer, divert or

otherwise make the Goods available in violation of applicable laws or restrictions imposed by BIAS, manufacturers or suppliers. The Customer shall be responsible for any breach arising from its own acts or omissions and shall indemnify BIAS against direct losses and reasonable external costs directly resulting from such breach.

19. BIAS Right to Suspend or Refuse Orders

Without prejudice to any other rights available under these Terms or applicable law, BIAS reserves the right to suspend, refuse or cancel any order where BIAS reasonably considers that:

(a) the Customer has provided inaccurate, incomplete or misleading information;

(b) payment obligations have not been fulfilled;

(c) the transaction may expose BIAS to legal, regulatory, financial or reputational risk;

(d) the fulfilment of the order may breach applicable laws, sanctions, export control requirements or manufacturer restrictions;

(e) the Customer has breached these Terms or any other agreement with BIAS.

Where BIAS cancels an order after payment has been received and the cancellation is not due to the Customer's breach, BIAS shall refund any amounts paid for Goods that have not been delivered, subject to applicable law.

20. Limitation of Liability

To the maximum extent permitted by applicable law, BIAS shall not be liable for any indirect, incidental, special or consequential losses, including loss of profit, loss of revenue, loss of business opportunity, loss of anticipated savings or loss of data arising from or relating to the purchase, use or inability to use the Goods.

BIAS shall not be liable for any failure, delay or interruption caused by circumstances outside BIAS's reasonable control, including manufacturer actions, supplier delays, transport delays, third-party services, software failures or regulatory restrictions.

BIAS's total liability arising out of or in connection with any order shall, to the maximum extent permitted by law, be limited to the amount paid by the Customer for the specific Goods giving rise to the claim.

Nothing in these Terms shall exclude or limit liability that cannot be excluded or limited under applicable law, including mandatory consumer protection rights.

21. Force Majeure

BIAS shall not be responsible for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control.

Such circumstances may include, without limitation:

(a) acts of government, regulatory restrictions or changes in law;

(b) sanctions, export restrictions or trade restrictions;

(c) supplier or manufacturer failures or delays;

(d) shortages of materials or products;

(e) transport disruption;

(f) natural disasters, fire, flood, epidemic or similar events;

(g) labour disputes or industrial action;

(h) telecommunications, internet or technology failures.

Where a force majeure event continues for a reasonable period, BIAS may suspend or cancel the affected order without liability, subject to refund of amounts received for undelivered Goods where required by applicable law.

22. Intellectual Property Rights

All intellectual property rights relating to the BIAS Website, including text, graphics, logos, images, designs, content and materials, are owned by or licensed to BIAS.

The Customer shall not copy, reproduce, modify, distribute or use any BIAS content without prior written permission.

Product names, trademarks, logos and intellectual property relating to Goods supplied by BIAS remain the property of their respective manufacturers or owners.

Nothing in these Terms transfers any intellectual property rights from BIAS or any manufacturer to the Customer.

23. Data Protection and Privacy

BIAS processes personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and applicable Cyprus data protection legislation.

Personal data collected by BIAS may be used for purposes including:

(a) processing and fulfilling orders;

(b) communicating with Customers;

(c) providing customer support;

(d) processing payments;

(e) complying with legal and regulatory obligations;

(f) preventing fraud and ensuring compliance with sanctions and export control requirements.

Where compliance obligations require BIAS to collect information relating to customers, beneficial owners, intended users or destinations, BIAS shall process such information only to the extent necessary and in accordance with applicable data protection requirements.

Further information regarding personal data processing is available in BIAS’s Privacy Policy.

24. Confidentiality

Each party shall keep confidential any non-public information received from the other party in connection with an order or business relationship.

This obligation shall not apply to information that:

(a) is publicly available other than through breach of confidentiality;

(b) was lawfully known before disclosure;

(c) is received lawfully from a third party without confidentiality obligations; or

(d) must be disclosed by law, court order or regulatory authority.

25. Amendments to These Terms

BIAS reserves the right to update or amend these Terms from time to time.

Any amendment shall apply to future purchases and shall not affect orders already accepted unless required by law or agreed with the Customer.

The version of the Terms applicable to a transaction shall be the version in force at the time the order is accepted.

26. Severability and Waiver

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be modified to the minimum extent necessary or, if modification is not possible, removed.

The remaining provisions shall continue in full force and effect.

Failure by BIAS to enforce any provision of these Terms shall not constitute a waiver of that provision or any other rights.

27. Governing Law and Jurisdiction

These Terms and any contract between BIAS and the Customer shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

Any dispute, claim or controversy arising out of or relating to these Terms or any transaction with BIAS shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Cyprus.

Nothing in this clause shall affect any mandatory rights available to consumers under applicable law.

END OF GENERAL TERMS AND CONDITIONS OF SALE

B.I.A.S. (HOME AUTOMATION & PRIVATE SECURITY SERVICES) LIMITED
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Cyprus Company Reg. Number: HE83296
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