

GENERAL TERMS AND CONDITIONS OF NASKOR BV

Article 1 Applicability

- 1.1 In these General Terms and Conditions, the terms below shall be defined as follows:
 - "Naskor": Naskor BV, registered in the Trade Register under number 52876144;
 - "product" or "products": dietary supplements and related products offered or supplied by Naskor;
 - "Buyer": the Buyer that concludes an agreement with Naskor.
- 1.2 These General Terms and Conditions apply to all agreements which are concluded between Naskor and the Buyer and which stipulate the applicability of these General Terms and Conditions.
- 1.3 These General Terms and Conditions are applicable to the exclusion of any general or other terms and conditions used by current or potential Buyers.

Article 2 Offers and Agreements

- 2.1 All offers by Naskor shall be free of obligation. Any orders and acceptance of orders by the Buyer shall be irrevocable.
- 2.2 Unless expressly agreed otherwise, the Buyer may only place an order through Naskor's online ordering system.
- 2.3 Oral promises by or oral agreements made with its staff shall only bind Naskor if its duly authorised representative has confirmed same in writing.
- 2.4 Naskor must be notified in writing of any inaccuracies in Naskor's order confirmation within three days after the date of the order confirmation, absent which the order confirmation shall be considered to constitute a full and accurate reflection of the agreement and the Buyer shall be bound by those terms.

Article 3 Information

- 3.1 Naskor shall not be bound by illustrations, descriptions, indications of weight, features and quality, or by advertising materials and information on the website and in offers.
- 3.2 The Buyer guarantees the accuracy, completeness and reliability of information and data supplied to Naskor by or on its behalf. Naskor shall not be obliged to perform or continue performing the agreement until the Buyer has issued all data and information reasonably requested by Naskor.
- 3.3 The Buyer shall be responsible for establishing that any products ordered and/or to be ordered by it as well as the packaging, labelling and other information provided with such products are in accordance with all government regulations imposed in respect of such in the country of destination. The Buyer shall bear the risk of the use of the products and the conformity with government regulations.

- 3.4 The Buyer is expressly prohibited from removing or altering any warnings or instructions for use that appear on the labels and/or packaging. The Buyer shall advise its clients of these warnings and instructions.

Article 4 Labels

- 4.1 As an extra service and upon request, Naskor can supply labels in the Buyer's language. Naskor shall employ all due care in preparing and manufacturing these labels, but cannot guarantee the accuracy of such labels.
- 4.2 The Buyer must examine these labels immediately after receipt and check to ensure their accuracy, both in terms of language and in terms of legal requirements. Before the Buyer uses the labels, the Buyer must verify that the labels do not contain any errors, omissions or defects of any kind.
- 4.3 The Buyer must notify Naskor immediately in writing of any errors, omissions or defects identified. In such case, the Buyer must also refrain from using the labels.
- 4.4 If the Buyer sells, trades or otherwise markets products with defective labels, the Buyer shall do so at its own risk and expense. The Buyer shall indemnify Naskor in respect of any third-party claims based on or ensuing from the use of labels that contain errors, omissions or defects of any kind.

Article 5 Prices

- 5.1 The prices indicated by or agreed with Naskor are exclusive of VAT, packaging expenses and/or packaging materials (other than the standard Naskor packaging and/or packaging materials), transport, import and export duties, excise taxes and other taxes or levies imposed or charged in respect of the products, unless otherwise agreed in the order confirmation/agreement or quotation/offer.
- 5.2 If factors affecting costs change subsequent to the offer and/or the conclusion of an agreement but prior to the delivery of a good, Naskor shall be entitled to adjust its prices accordingly.
- 5.3 If Naskor introduces lower prices in the context of a promotion, special offer or for another reason following the offer and/or the conclusion of an agreement, this shall have no consequences for the price agreed with the Buyer.

Article 6 Delivery and Delivery Period

- 6.1 Stated delivery times are approximations and may not be considered deadlines. If a delivery date is exceeded, this shall not oblige Naskor to pay damages and shall not entitle the Buyer to the non-performance or suspension of any obligations ensuing from the contract. The Buyer, however, shall be entitled to terminate the agreement if and to the extent that the Naskor fails to perform the engagement within a reasonable term set by the Buyer for that

purpose. This reasonable term shall at least be equal to the original delivery period. In that case, Naskor shall not owe any damages.

- 6.2 Naskor shall deliver the products to the Buyer DDP (Incoterms 2010), on the understanding that Naskor shall invoice the Buyer separately for the costs of transport, import and export duties, excise taxes and other taxes or levies imposed or charge in respect of the products. The risk associated with the products shall be transferred to the Buyer upon delivery.
- 6.3 Naskor shall determine how and by whom the products will be transported unless agreed otherwise in writing. The Buyer shall be required to take receipt of the products immediately upon their arrival at their destination. The Buyer shall ensure that there are sufficient loading and unloading facilities to ensure a quick delivery.
- 6.4 If the Buyer fails to take possession of the products or does not collect them or have them collected, these shall be stored at the Buyer's risk and expense for as long as Naskor considers such desirable. In this case, Naskor shall, as in the case of every other failure of the Buyer, attributable or otherwise, be entitled at all times to either claim specific performance of the agreement, or to dissolve the agreement extrajudicially, all this without prejudice to its rights to compensation for the damage suffered and the loss of profits, including the costs of storage.
- 6.5 If a delay occurs in the performance of the assignment as a result of the fact that the Buyer has failed to meet its obligations to Naskor, the agreement shall be performed as soon as Naskor's schedule permits such.
- 6.6 Naskor shall be entitled to partially perform the agreement and to require payment for the part of the Naskor that has already been performed.
- 6.7 Naskor shall not be required to honour the Buyer's request to redeliver the goods or make another delivery. If Naskor nevertheless agrees to do so, the related costs shall be borne by the Buyer.

Article 7 Force Majeure

- 7.1 If Naskor is impeded in fulfilling the agreement as a result of *force majeure*, it shall be entitled to suspend the performance of the agreement. In such case, the Buyer shall not be entitled to any right to claim damages, expenses or interest.
- 7.2 *Force majeure* shall also be taken to mean: war, threat of war, industrial action, fire, accidents involving or sickness of staff, operational failure, transport disruptions, adverse statutory provisions, import/export restrictions, problems relating to production or transport unanticipated by Naskor and all other circumstances and all other circumstances that do not depend entirely on the will of Naskor, such as the non-delivery or non-timely delivery of goods or services by third parties engaged by Naskor.
- 7.3 If Naskor has already fulfilled part of its obligations when the *force majeure* takes effect, or is only able to fulfil part of its obligations, it shall be entitled to invoice the fulfilled part or

the part that can still be fulfilled separately and the Buyer shall be obliged to settle this invoice as if it related to a separate contract.

- 7.4 If a *force majeure* situation arises, Naskor shall be entitled to cancel, in writing, the portion of the agreement that cannot be performed. If the situation of *force majeure* lasts longer than four weeks, the Buyer shall also be entitled to cancel, in writing, the part of the contract that cannot be performed.

Article 8 Perishables

- 8.1 The Buyer warrants that products that state a best-before date shall not be sold and/or offered for sale for the two months prior to the best-before date.
- 8.2 The Buyer must strictly comply with the storage requirements for perishables. All products must be stored in a dry place at room temperature (which may never exceed 25 degrees Celsius). The Buyer undertakes to inform its clients of these storage requirements.
- 8.3 The Buyer indemnifies Naskor against all third-party claims for compensation relating to any harm or loss that results from the use or consumption of products after their best-before date and/or the failure to comply with the storage instructions, as well as against the costs Naskor incurs in relation to such claims.

Article 9 Conformity and Complaints

- 9.1 Naskor warrants the soundness of the products it supplies in accordance with what the Buyer may reasonably expect on the basis of the agreement. Nevertheless, should there be defects in the goods delivered by Naskor, Naskor shall, at its option, repair these defects, or instruct others to do so, or replace all or some of the goods in question, or grant a reasonable price reduction. If that cannot be done within a reasonable period of time set by the Buyer, then the Buyer shall be entitled to dissolve the agreement. This warranty applies until the last date on which the products may be used or until the best-before date.
- 9.2 This warranty does not cover defects that arise in or that are the entire or partial consequence of the Buyer's processing of the products, the Buyer's or its staff's transport of the products in an improper manner or in contravention of Naskor's instructions or from the storage or use of the products for a purpose other than that for which they are intended.
- 9.3 The Buyer must check the delivered products carefully immediately upon receipt. Any complaints relating to the amount of products delivered must be noted on the consignment or delivery note upon delivery, failing which the amounts stated on the consignment or delivery note shall constitute conclusive proof with respect to the Buyer.
- 9.4 The Buyer must submit any complaints regarding the products or the performance of the agreement to Naskor within five days of the date on which the defect is discovered or should have been discovered. Complaints may only be submitted through Naskor's online complaint

system. Complaints that are submitted in another manner shall not be processed. If a complaint is not made on time, all claims against Naskor shall lapse.

- 9.5 The Buyer shall be obliged to keep the products about which a complaint has been made available to Naskor in order to enable the latter to determine the failure, in default of which every right to repair, dissolution and/or damages shall lapse. Products may only be returned after submitting a complaint through Naskor's online complaint system and in accordance with Naskor's instructions.
- 9.6 After a defect in a product has been discovered, the Buyer shall be obliged to take all measures to prevent or limit such damage, possibly including the immediate discontinuation of its use of and trade in same.
- 9.7 Any defects in a part of products delivered shall not entitle the Buyer to reject or refuse the entire shipment of products supplied.
- 9.8 Complaints shall not suspend the Buyer's payment obligations.
- 9.9 The Buyer should report any inaccuracies in Naskor's invoices in writing to Naskor within eight working days of the invoice date, failing which the Buyer shall be considered to have approved the invoice.
- 9.10 Unless such is acknowledged by Naskor, every claim against Naskor shall automatically lapse 12 months after the claim arose.

Article 10 Retention of Title

- 10.1 Naskor shall retain the title to the products delivered and to be delivered until its claims relating to all products and services delivered and to be delivered have been settled in full by the Buyer, including claims resulting from failure in the fulfilment of one or more agreements.
- 10.2 If the Buyer is in default of performing its obligations, Naskor shall be entitled to recover the products belonging to it, at the Buyer's expense, from wherever said products are located.
- 10.3 The Buyer is not authorised to pledge or transfer title to products for which it has not yet paid other than in the normal course of its business.
- 10.4 The Buyer shall be obliged to ensure that goods delivered under a retention of title are kept with the necessary due care and recognisable as Naskor's property.

Article 11 Payment

- 11.1 Unless agreed otherwise in writing, payment for Naskor products must be made prior to delivery in the manner specified by Naskor.
- 11.2 Naskor shall be entitled at all times to request advance payment in whole or in part and/or to obtain security for payment in some other way.
- 11.3 If payment is not received on time, the Buyer shall, without further notice of default, owe interest on the invoice amount equal to the statutory commercial interest.

- 11.4 All costs related to collection shall be borne by the Buyer. The extrajudicial collection costs shall amount to at least 15% of the amount to be collected, subject to a minimum of EUR 200.
- 11.5 The entire invoice amount shall become immediately and fully due and payable upon the non-timely payment of an agreed instalment on the due date, as well as if the Buyer has been declared bankrupt, if it has applied for a – provisional or other – suspension of payments, if the statutory debt rescheduling arrangement has been declared applicable to it and/or if any attachment is levied on the Buyer's property and/or claims. If one of the aforementioned situations occurs, the Client must inform the Contractor of that fact immediately.
- 11.6 Any payments made by the Buyer shall first be used to cover any outstanding costs, then to settle any interest due and the to cover the oldest exigible invoices, even if the Buyer states that the payment pertains to a later invoice.

Article 12 Cancellation

- 12.1 A Buyer may not cancel an agreement that has been concluded. If a Buyer nevertheless cancels an agreement that has been concluded, the Buyer shall be liable to reimburse Naskor for all the costs reasonably incurred in performing the agreement, Naskor's lost profit and other loss or harm, plus VAT.

Article 13 Liability

- 13.1 Except for the provisions of Article 9, the Buyer shall have no claim against Naskor due to defects in the products Naskor delivers.
- 13.2 Naskor shall never be liable for an intangible loss or harm, physical injury, business interruption, consequential loss and other indirect harm or loss to the Buyer, unless an intentional act or omission or gross negligence is involved on the part of Naskor.
- 13.3 Naskor shall also not be liable as defined above for acts on the part of its employees or other persons who fall within the scope of its risk, including any gross or ordinary negligence or an unintentional act or omission on the part of said persons.
- 13.4 The Buyer shall bear the risk and expense of damage to products caused by damage to or destruction of the packaging materials.
- 13.5 In all cases in which Naskor is obliged to pay damages to the Buyer, these damages shall never exceed the invoice value of the goods supplied as a result of or in connection with which the relevant harm or loss was caused. If the harm or loss is covered by Naskor's insurance policy, the damages shall never exceed the amount actually paid out by the insurer.

Article 14 Intellectual property

- 14.1 All intellectual and industrial property rights in respect of the products and the product's names and anything else developed, produced or supplied by Naskor, including packaging materials, advertising materials and depictions, shall be vested in Naskor.
- 14.2 The Buyer shall not be permitted to remove or change any reference to trademarks, trade names or other intellectual property rights from the products. The Buyer shall offer, sell, and supply the products solely with the brand, logo, and packaging that Naskor has allocated for the products.

Article 15 Representation

- 15.1 If the person who signs the order confirmation/agreement is acting on behalf of one or more other parties, that person shall be liable to Naskor as if that person were the Buyer itself, without prejudice to such other parties' liability.

Article 16 Final Stipulations

- 16.1 Any applicability of international conventions on the sale of movable goods which the parties can declare inapplicable is hereby expressly excluded. More particularly, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980) is excluded.
- 16.2 All agreements concluded by Naskor are governed exclusively by the laws of the Netherlands.
- 16.3 The place of performance of the agreement shall be considered to be the location of Naskor's registered office.
- 16.4 All disputes between Naskor and the Buyer shall be adjudicated exclusively by the competent court in the court district where Naskor's registered office is located. Contrary to the above provision, Naskor shall be entitled to apply to the court in the place where the Buyer resides or where it has its registered office.
- 16.5 In the event of disputes regarding the explanation or interpretations of these General Terms and Conditions, the Dutch-language version shall prevail.