

GENERAL TERMS AND CONDITIONS of MariPharm Production B.V.

Article 1 - Definitions

In these terms and conditions, the following terms are defined as stated below:

- a. Additional agreement: an agreement under which the consumer purchases products in connection with a distance agreement and these items are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
- b. Cooling-off period: the term within which the consumer can exercise his right of withdrawal;
- c. Consumer: the natural person who does not act for purposes connected with his commercial, business, craft or professional activity;
- d. Day: calendar day;
- e. Continuing performance contract: an agreement relating to the regular delivery of items for a certain period of time;
- f. Permanent data carrier: every resource - e-mail included - that enables the consumer or the entrepreneur to store information, addressed to him personally, in a way that makes it possible for that information to be consulted or used in the future for a period geared to the intended purpose of the information, and which makes unmodified reproduction of the stored information possible;
- g. Right of withdrawal: the option for the consumer to cancel the distance agreement within the cooling-off period;
- h. Entrepreneur: the private limited company MariPharm Production B.V., which distance-sells products and (access to) digital content to consumers;
- i. Distance agreement: an agreement concluded between the entrepreneur and the consumer within the framework of an organised system for distance selling of products, in the course of which up until the conclusion of the agreement only one or more technologies for distance communication are used;
- j. Force majeure: unforeseen circumstances, also of an economic nature, that ensue through no fault and beyond the control of the entrepreneur, such as serious disruptions in the business operations, a forced reduction of production, strikes and exclusions, both at the entrepreneur and suppliers, war, hostilities, state of siege, mobilisation, either in the Netherlands or in any other country where the entrepreneur or suppliers may have branches, delays in transport or delayed or incorrect delivery of goods or materials or parts by third parties, including the entrepreneur's suppliers;
- k. Model form for withdrawal: the European form for withdrawal contained in Appendix I to these terms and conditions;
- l. Distance communications technology: means of communication that can be used to enter into an agreement without the consumer and entrepreneur physically meeting in the same room;

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

- a. These general terms and conditions apply to and form an integrated part of distance agreements entered into between the entrepreneur and the consumer.
- b. The wording of these general terms and conditions is made available to the consumer before the distance agreement is concluded. If this is not reasonably possible, the entrepreneur, before concluding the distance agreement, will indicate that the general terms and conditions are open for inspection at the entrepreneur's offices, a copy of which will be sent on the request of the consumer, free of charge and within the shortest possible term.
- c. In derogation from the previous paragraph, the wording of these general terms and conditions can be made available to the consumer electronically if the distance agreement is concluded electronically, before it is concluded, in a way that enables the consumer to easily save them to a permanent data carrier. If this is not reasonably possible, the consumer, before concluding the distance agreement, will be informed as to where the general terms and conditions can be inspected electronically, a copy of which will be sent on the request of the consumer, electronically or otherwise, free of charge.
- d. These terms and conditions can only be deviated from subject to this being explicitly agreed to in writing by the parties.

Article 4 - Offer

- a. All quotations or offers from the entrepreneur, in whatever form, are without obligation, unless the quotation states a term for acceptance. An agreement is formed following a written (order) confirmation from the entrepreneur or following the actual implementation by the entrepreneur.
- b. The offer contains a complete and accurate description of the products offered. This description must be sufficiently detailed so as to enable the consumer to make a fair assessment of the offer. If the entrepreneur uses illustrations, they must be a true reflection of the products offered.
- c. Every offer contains such information that clarifies to the consumer what his rights and obligations are in connection with accepting the offer.
- d. Manifest clerical errors or mistakes in the quotations from the entrepreneur release him from his obligation to perform and/or any ensuing obligations to pay compensation, also after the conclusion of the agreement.

Article 5 - The agreement

- a. Subject to the provisions of paragraph 4, the agreement is entered into from the moment of acceptance of the offer by the consumer and him meeting the conditions within that framework.
- b. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer, electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can cancel the agreement.
- c. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organisational measures to secure the safe transfer of data and provide a secure web environment. If the consumer can pay electronically, the entrepreneur must have the appropriate safety measures in place.
- d. Within the margins of the law, the entrepreneur may investigate as to whether the consumer will be able to meet his payment obligations, as well as inform himself of those facts and factors that have a bearing on the sound conclusion of the distance agreement. If based on this investigation the entrepreneur has valid grounds to decide against entering into the agreement, he is entitled to refuse an order or request, or to attach special conditions to the execution thereof, supported by reasons.
- e. The entrepreneur, no later than the delivery of the product, will include the following information with the product, in writing or in a way so that it can be stored by the consumer on a permanent data carrier for future reference:
 - i. the visiting address of the entrepreneur which the consumer can contact in the event of a complaint;
 - ii. under which conditions and the manner in which the consumer can invoke the right of withdrawal or a clear notification that the right of withdrawal does not apply;
 - iii. information on warranties and any after-sale service;

- iv. the price and all taxes of the product; insofar as applicable the costs of delivery; and the method of payment, delivery or performance of the distance agreement;
 - v. if the consumer has a right of withdrawal, the model withdrawal form.
- e. In the event of a continuing performance contract, the provision of the previous paragraph applies to the initial delivery only.

Article 6 - The price

- a. All prices are quoted in Euros and are exclusive of turnover tax and any other levies imposed by the government. Any additional special costs in connection with the import and/or clearance of goods to be delivered to the consumer by the entrepreneur are not included in the price and are, therefore, payable by the consumer.
- b. The amounts quoted in the entrepreneur's quotations are based on prices, exchange rates, wages, taxes and other price-relevant factors as at the time of the quotation. If one or more of the aforementioned factors changes after the (order) confirmation, the entrepreneur is entitled to adjust the agreed price accordingly.
- a. If pursuant to this provision, the price is increased, the consumer is entitled to dissolve the agreement in writing within eight days of learning of the price increase, unless the price increase is the result of statutory regulations or provisions.

Article 7 - Payment

- a. Insofar as not stipulated otherwise in the agreement or additional conditions, the amounts payable by the consumer must be paid within 14 days of the start of the cooling-off period or, failing a cooling-off period, within 14 days of concluding the agreement.
- b. The entrepreneur is at all times entitled to invoice delivered or yet to be delivered goods as partial deliveries.
- c. Payment is made by means of a payment or transfer into a bank or giro account to be designated by the entrepreneur. The entrepreneur is at all times entitled to demand security for payment or to demand payment in advance, both before and after the conclusion of the agreement, subject to suspension of the performance of the agreement by the entrepreneur until security has been furnished and/or he has received the advance payment. In the event that advance payment is refused, the entrepreneur is entitled to dissolve the agreement and the consumer will be held liable for any ensuing damage suffered by the entrepreneur.
- d. In the event that the consumer fails to fulfil his payment obligation or obligations in time and after being made aware of the late payment by the entrepreneur and the latter giving the consumer 14 days to fulfil his payment obligations after all, after which 14 days no payment is made, the consumer must pay the statutory interest on the outstanding amount, while the entrepreneur is entitled to charge the extrajudicial collection costs he has incurred. These collection costs amount to no more than: 15% on outstanding amounts up to €2,500; 10% on the next €2,500 and 5% on the next €5,000, subject to a minimum of €40. The entrepreneur may deviate from these amounts and percentages in favour of the consumer.
- e. The consumer is obliged to immediately notify the entrepreneur of any anomalies in the payment details that have been provided or stated.
- f. The entrepreneur is entitled to suspend the delivery of products he has in his keeping on behalf of the consumer in connection with the performance of the agreed work until all payments owed to the entrepreneur by the consumer have been made.
- g. The consumer is not entitled to set off any claim against the entrepreneur with any amounts charged by the entrepreneur.

Article 8 - Delivery and execution

- a. The entrepreneur will exercise the utmost care in receiving and executing orders for products.
- b. The place of delivery will be the address the consumer has given the entrepreneur.
- c. With due observance of the provisions of Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders promptly, yet within 30 days unless a longer delivery period has been agreed. If delivery is delayed, or if a delivery cannot be executed or only partially, the consumer will be notified thereof within 30 days of placing the order. In that case,

the consumer is entitled to dissolve the agreement without incurring costs and right to compensation.

- d. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.
- e. Until delivery to the consumer, or a representative designated by the consumer and communicated to the entrepreneur in advance, the risk of damage and/or loss of products rest with the entrepreneur unless otherwise agreed.

Article 9 - Retention of title

- a. All products delivered and to be delivered by the entrepreneur remain the property of the entrepreneur under all circumstances, as long as the consumer has not paid any claim brought by the entrepreneur, including, in any case, the purchase price, extrajudicial costs, interest and fines.
- b. The consumer is obliged to store the products delivered under retention of title with the necessary care and as the recognisable property of the entrepreneur.
- c. The consumer is not entitled to pledge the products delivered under retention of title to third parties, to otherwise encumber them or to fully or partially transfer them as long as the ownership of the goods has not been transferred to the consumer.
- d. In the event that the consumer fails to fulfil his payment obligations towards the entrepreneur or if the entrepreneur has good reason to believe that the consumer will fail in the fulfilment of his obligations, the entrepreneur is entitled to repossess the products delivered under retention of title. After repossessing the products, the consumer will be credited for the market value, which will never be higher than the original price agreed on by the entrepreneur and the consumer, minus the costs incurred by the consumer as a result of the repossession.

Article 10 - Warranty

- a. The entrepreneur guarantees that the products are in accordance with the agreement, the specifications referred to in the offer, the reasonable requirements of reliability and usability and the statutory provisions and/or government regulations applicable on the day the agreement was formed.
- b. If the entrepreneur issues a warranty to the consumer in connection with the products he has delivered or will deliver, he will explicitly notify the consumer thereof in writing. Failing such an explicit written notification, the consumer cannot invoke the warranty, without prejudice to his statutory rights ensuing from provisions of mandatory law. If the consumer brings a justified claim under the warranty, the consumer will repair the products to be delivered - at the discretion of the entrepreneur - or deliver them as agreed, unless this is now demonstrably useless for the consumer. If the entrepreneur instructs the consumer to repair the products, the entrepreneur will make the products available to the consumer again, at the entrepreneur's expense and risk.
- c. Any warranty obligations of the entrepreneur lapse if errors, defects or faults with regard to those goods are the result of the incorrect, careless or improper use or management of delivered goods by the consumer or by third parties hired by him or if they are the result of external causes such as fire damage or water damage, or if the consumer or a third party - without the entrepreneur's permission - has made changes to the goods delivered by the entrepreneur.

Article 11 - Right of withdrawal

- a. The consumer can dissolve an agreement with regard to the purchase of a product during a cooling-off period of at least 14 days, without having to state the reasons. The entrepreneur can ask the consumer for his reasons to withdraw but the latter is not obliged to state those reasons.
- b. The cooling-off period referred to in paragraph 1 starts:
 - i. on the day after the consumer, or a third party - who is not the transporter - appointed by the consumer in advance, has received the product, or:
 - ii. if the consumer has ordered multiple products under the same order: the day on which the consumer, or a third party appointed by him, has received the last product. The entrepreneur may refuse an order for multiple products with different delivery dates, provided he has clearly notified the consumer thereof prior to the ordering process, or:

- iii. if the delivery of a product consists of various shipments or parts: the day on which the consumer, or a third party appointed by him, has received the last shipment or the last part;
- iv. for agreements for the regular delivery of products during a certain period: the day on which the consumer, or a third party appointed by him, has received the first product.
- c. In the event that the entrepreneur has not given the consumer the statutory information about the right of withdrawal or the model withdrawal form, the cooling-off period ends 12 months after the end of the original cooling-off period determined in accordance with the previous paragraphs in this article.
- d. In the event that the entrepreneur has given the information referred to in the previous paragraph to the consumer within 12 months of the start date of the original cooling-off period, the cooling-off period ends 14 days after the day on which the consumer has received that information.
- e. Sealed products that are not suitable to be returned for reasons of health protection or hygiene and the seal of which has been broken after delivery are excluded from the right of withdrawal;

Article 12 - The consumer exercising his right of withdrawal and the costs involved

- a. When the consumer exercises his right of withdrawal, he will notify the entrepreneur thereof within the cooling-off period, using the model withdrawal form or another unambiguous method.
- b. The consumer will return or hand over the product to (a representative of) the entrepreneur as soon as possible but within 14 days of the day of the notification referred to in paragraph 1. This is not necessary if the entrepreneur has offered to collect the product. The consumer has, in any case, observed the return period when he returns the product before the end of the cooling-off period.
- c. The consumer returns the product along with all accessories, in the original condition and packaging if reasonably possible, and in accordance with the reasonable and clear instructions issued by the entrepreneur.
- d. The risk and onus of proof for the correct and timely exercising of the right of withdrawal lie with the consumer
- e. The consumer bears the direct costs of returning the product.
- f. When the consumer exercises his right of withdrawal, all additional agreements are dissolved by operation of law.

Article 13 - Obligations of the entrepreneur in the event of withdrawal

- a. When the entrepreneur allows the consumer to announce his withdrawal electronically, he will send a confirmation of receipt immediately after receiving it.
- b. The entrepreneur reimburses all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days of the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product, he does not have to reimburse until he has received the product or until the consumer demonstrates he has returned the product, whichever is sooner.
- c. To reimburse the consumer, the entrepreneur uses the same method of payment used by the consumer unless the consumer agrees with a different method. The consumer does not have to pay for the reimbursement.
- d. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for that more expensive method.

Article 14 - Obligations of the consumer during the cooling-off period

- a. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning of the product. The starting principle is that the consumer can only handle and inspect the product as he would be allowed to in a shop. Sealed products cannot be opened.

- b. The consumer is only liable for a reduction in the value of the product if it is the result of a way of handling the product that goes beyond what is allowed under paragraph 1.
- c. The consumer is not liable for a reduction in the value of the product if the entrepreneur has not given him all statutory information about the right of withdrawal before or upon conclusion of the agreement.

Article 16 - Complaints procedure

- a. The entrepreneur has a sufficiently disclosed complaints procedure and processes any complaints in accordance with this procedure.
- b. Complaints with regard to the performance of the agreement must be described clearly and in full and submitted to the entrepreneur within 14 days of the consumer identifying the faults.
- c. If 14 days have passed since the delivery of the products, the consumer can no longer make a justified claim, unless the fault could not have been perceptible during a meticulous and prompt check upon delivery. In that case, the consumer must notify the entrepreneur of the fault in writing, giving the reasons, within 14 days after the consumer became or could have been aware of the fault.
- d. Without prior written consent, the entrepreneur is not obliged to accept return shipments from the consumer. Taking delivery of return shipments does in no case imply recognition by the entrepreneur of the reason given by the consumer for returning the items.
- e. Complaints received by the entrepreneur are dealt with within 14 days of the complaint being received. In the event that a complaint takes longer to process than anticipated, the entrepreneur will respond within 14 days, sending a confirmation of receipt and an indication of when the consumer may expect a more detailed response.
- f. The consumer must, in any case, allow the entrepreneur a minimum of 4 weeks to resolve the complaint in mutual consultation. After this period, the consumer can also lodge a complaint about a product from the entrepreneur on the ODR platform via the following link: <http://ec.europa.eu/odr>.

Article 17 - Default and dissolution

- a. The consumer is considered to be in default if he fails to fulfil any obligation from the agreement or fails to do so in time, as well as when the consumer fails to comply with a written demand to comply after all within a reasonable term of 14 days.
- b. If the consumer defaults, the entrepreneur is entitled to fully or partially dissolve the agreement by means of an appropriate written notification addressed to the consumer and/or to demand that any amount the consumer owes the entrepreneur is paid in full and/or to revoke the retention of title, without being obliged to pay any compensation and without prejudice to his rights.

Article 18 - Force majeure

- a. The entrepreneur is not liable if non-compliance is the result of force majeure. During the period of force majeure, the entrepreneur's obligations are suspended. If the period during which the entrepreneur cannot fulfil his obligations due to force majeure continues for more than three months, both parties will be entitled to dissolve the agreement without judicial intervention and without any obligation to pay compensation.
- b. If the entrepreneur has already fulfilled some of his obligations when the situation of force majeure commenced, or is able to fulfil only some of his obligations, he will be entitled to separately invoice the parts delivered and/or deliverable and the consumer will be obliged to pay this invoice as if it concerned a separate agreement.

Article 19 - Liability

- a. The entrepreneur is liable for faults in the goods he has delivered, insofar as this liability is covered under the entrepreneur's liability insurance. The entrepreneur's liability is limited to the amount paid out under the insurance. If the insurance does not pay out in a particular case, the liability is limited to the invoice amount of the agreement, including VAT.

- b. Without prejudice to the foregoing, the entrepreneur is not liable if the damage can be attributed to intent and/or gross negligence and/or attributable actions, improper or incorrect use of and by the consumer, including but not limited to the consumer failing to stick to the dose, having an allergic reaction to the product, using alcohol or drugs or using products after their expiry date.
- c. The entrepreneur is not liable for damage if and insofar as the consumer has taken out insurance against the damage in question or could, in all reasonableness, have taken out insurance against that damage.
- d. The entrepreneur is not liable for damage suffered by third parties as a result of faults in the goods delivered by the entrepreneur.

Article 20 - Disputes and applicable law

- a. In the event of a lack of clarity on the interpretation of one or multiple provisions of these general terms and conditions, the interpretation of those provisions must adhere to 'the spirit' of these general terms and conditions.
- b. The Dutch text is binding and prevails in the event of any discrepancies between the Dutch and the English text.
- c. Any agreement concluded with the consumer is subject to Dutch law. Foreign regulations, including the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (the Vienna Sales Convention), are excluded.
- d. Any disputes relating to or arising from this agreement will in the first instance and exclusively be settled by the competent court in the district in which the entrepreneur has his registered office at the time of concluding this agreement.
- e. If a provision of these terms and conditions proves to be invalid or is voided, it will not affect the validity of the other provisions. In that case, the parties will replace the invalid or voided provision with a provision that reflects the parties' intention to the greatest possible extent.



Appendix I: Model withdrawal form

Model withdrawal form (only complete and return this form when you wish to withdraw the agreement)

- To: [name of the entrepreneur]
[registered office of the entrepreneur]
[e-mail address or electronic address of the entrepreneur]

I/We* hereby state that I/we* withdraw the agreement with regard to selling the following products:
[product description]*

- Ordered on*/received on* [date order and number of the order and the date of receipt in the case of products]
- [Name of the consumer or consumers]
- [Address of the consumer or consumers]
- [Signature of the consumer or consumers] (only when this form is submitted on paper)

* Delete as appropriate or complete as appropriate.