

GENERAL TERMS AND CONDITIONS PRALEUCINE B.V.

LAST MODIFIED ON JULY 1, 2020

These General Terms and Conditions are governed by Dutch Law. This document is translated from the original Dutch language version of the General Terms and Conditions into English for the convenience of non-Dutch speakers. In doing so, every care has been taken to provide an accurate translation. In case however of any inconsistencies between this English language version of the terms and conditions and the Dutch language version, the Dutch language version prevails.

PREAMBLE

Below you will find our General Terms and Conditions. These always apply when you buy products from us and use or place an order via our Website. The General Terms and Conditions contain important information for you as a buyer. Therefore, we advise you to read it carefully. We also recommend that you save or print these General Terms and Conditions so that you can read them again at a later time.

If you have compliments, questions, comments or complaints after reading these General Terms and Conditions or ordering our products, please do not hesitate to contact us in writing or by email. We like to stay in touch with our customers!

Praleucine B.V.

Address: Papenpad 21
6705 CN
Wageningen, the Netherlands

Phone: +31 (0) 317843138

Email: info@praleucine.com

Chamber of Commerce number: 76225895

VAT number: NL860552123B01

ARTICLE 1. DEFINITIONS

- 1.1. **Praleucine:** the private limited liability company Praleucine B.V., incorporated in accordance with Dutch law, located in Wageningen and registered with the Dutch Chamber of Commerce under registration number 76225895.
- 1.2. **Website:** the Praleucine website that can be visited and consulted via www.praleucine.com and any and all associated sub domains.
- 1.3. **Customer:** any customer, whether or not acting in a profession or business, who enters into an Agreement with Praleucine and / or has registered on the Website.
- 1.4. **Consumer:** any Customer, being a natural person, not acting in the exercise of his profession or business and who enters into an Agreement with Praleucine and / or has registered on the Website.
- 1.5. **Business Customer:** any Customer acting in the exercise of his profession or business and who enters into an Agreement with Praleucine and / or has registered on the Website.

cine and / or has registered on the Website.

- 1.6. **Agreement:** any oral or written arrangement, agreement or contract between Praleucine and the Customer, of which agreement the General Terms and Conditions form an integral part.
- 1.7. **General Terms and Conditions:** the present General Terms and Conditions.

PART I

GENERAL PROVISIONS FOR ALL CUSTOMERS

ARTICLE 2. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

- 2.1. The General Terms and Conditions apply to all offers, agreements, contracts and deliveries of Praleucine, unless expressly agreed upon otherwise in writing.
- 2.2. If the Client includes and/or stipulates provisions or conditions in its order, confirmation or other notices that deviate from or do not appear in the General Terms and Conditions, these are only binding on Praleucine if and insofar as they have been expressly accepted by Praleucine in writing.

ARTICLE 3. PRICES AND INFORMATION

- 3.1. All prices stated on the Website and in other materials originating from Praleucine always include VAT and, unless stated otherwise on the Website, other levies imposed by the government.
- 3.2. If shipping costs are charged, this will be clearly stated in time for the conclusion of the Agreement. In addition, these costs will be displayed and specified separately in the ordering process.
- 3.3. The content of the Website has been compiled with the utmost care. However, Praleucine cannot guarantee that all information on the Website is correct and complete at all times. All prices and other information on the Website and in other Praleucine-derived materials are therefore subject to manifest programming and typing errors.
- 3.4. Color scheme and design of packaging and labels of products and / or folder material attached to the products may deviate from what is visible on the Website. Furthermore, Praleucine cannot be held responsible for (color) deviations of products themselves as a result of screen quality.

ARTICLE 4. ESTABLISHMENT OF THE AGREEMENT

- 4.1. Orders are placed exclusively via the Website. The Agreement is concluded at the moment of acceptance by the Customer of the offer of Praleucine and compliance with the conditions set thereto by Praleucine.
- 4.2. If the Customer has accepted the offer electronically, Praleucine will electronically confirm receipt of the acceptance of the offer forthwith. As long as the receipt of this acceptance has not been confirmed, the Customer has the option to terminate the Agreement.

- 4.3. If it appears that incorrect information was provided by the Customer when accepting or otherwise entering into the Agreement, Praleucine has the right to only fulfill its obligation after the correct information has been received.
- 4.4. It is possible that products are temporarily unavailable. If this is the case, Praleucine will indicate this on the Website with and for the relevant product. In that case, no order can be placed and no Agreement will be concluded. If desired, the Customer can leave his details via the contact form on the Website with the request to be approached when the products are available again.
- 4.5. Praleucine can inform itself within legal frameworks whether the Customer can meet his payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, based on this investigation, Praleucine has good reasons not to enter into the Agreement, it is entitled to refuse an order or request, stating its reasons, or to attach special conditions, such as advance payment, to the execution.

ARTICLE 5. REGISTRATION

- 5.1. In order to make optimal use of the Website, the Customer can register via the registration form / the account registration option on the Website.
- 5.2. During the registration procedure, the Customer chooses a username and password with which he can log in to the Website after registration. The Customer is responsible for choosing a sufficiently reliable password.
- 5.3. The Customer must keep his login details, his username and password strictly confidential. Praleucine is not liable for misuse of the login details and may always assume that a Customer who registers on the Website is actually that Customer. Everything that happens through the Customer's account is for the risk and expense of the Customer.
- 5.4. If the Customer knows or suspects that his login details have become unauthorized, he must change his password as soon as possible and / or notify Praleucine so that Praleucine can take appropriate measures.

ARTICLE 6. PERFORMANCE OF THE AGREEMENT

- 6.1. Once the order has been received by Praleucine, Praleucine will send the products as soon as possible to the Customer in accordance with the provisions of this article.
- 6.2. Praleucine is entitled to engage third parties to perform its obligations arising from the Agreement.
- 6.3. Delivery of the products can take place in various ways and is at the sole discretion of Praleucine. Praleucine strives for the shortest possible delivery time. The Customer must take into account a delivery time of approximately 3 to 8 working days for deliveries in the Netherlands and approximately 5 to 10 working days for deliveries in Belgium. Praleucine delivers products only to addresses in the Netherlands or Belgium and not outside these countries. However, products may always be collected, upon appointment only, from Praleucine's business address mentioned in the preamble of these

General Terms and Conditions.

- 6.4. The delivery times stated in Article 6.3, on the Website or in the Agreement are and will always be indicative and no rights of any kind can be derived from them. In case of exceeding the indicated delivery times, there is no reason for termination of the Agreement (in Dutch law: 'ontbinding'), compensation, a (contractual) penalty and/or fine or other compensation for losses. Praleucine will however notify the Customer in case of exceeding an indicated delivery time. Furthermore, the Customer has the right to terminate (in Dutch law: 'ontbinden') the Agreement free of charge if Praleucine is unable to deliver the products within six weeks after the Agreement has been concluded.
- 6.5. Praleucine advises the Customer to inspect the delivered products and to report the defects found within a reasonable time, preferably in writing.
- 6.6. As soon as the products have been delivered to the specified delivery address, the risk, with regard to these products, is transferred to the Customer. If expressly agreed otherwise, the risk will already pass to the Customer earlier. If the Customer decides to collect the products himself, the risk will pass upon transfer, i.e. upon collection, of the products.
- 6.7. Praleucine is entitled to supply a similar product of similar quality as the ordered product, if the ordered product is no longer available. The Customer is then entitled to terminate (in Dutch law: 'ontbinden') the Agreement free of charge and to return the product free of charge. However, this explicitly only concerns the products themselves. In accordance with Article 3.4. the design and coloring of packaging, labels and / or folder material of or belonging to the products may deviate from the photo on the Website without this giving the Customer any right to dissolution and / or free return of products.
- 6.8. The execution of the Agreement is exclusively for the benefit of the Customer. [Commercial] resale of products to third parties is not allowed. The Customer indemnifies and holds harmless Praleucine from and against any claims of third parties related to the products, except for any willful misconduct or gross negligence on the part of Praleucine.

ARTICLE 7. PAYMENT

- 7.1. The Customer must make payments to Praleucine in accordance with the payment methods indicated in the order procedure and possibly on the Website. Praleucine is free in the choice of offering payment methods and these may also change from time to time. In principle, the payment method is prepayment simultaneously with placing the order. In case of payment after delivery, the Customer has a payment term of 14 days starting on the day after delivery.
- 7.2. If the Customer does not meet his payment obligation(s) in time, and after he has been informed by Praleucine of such late payment and Praleucine has given the Customer a period of 14 days to remedy his breach and the Customer still fails to meet his payment obligation(s) within that 14-day period, the statutory interest is due on the amount still owed and Praleucine is entitled to charge the extrajudi-

cial collection costs incurred by it. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000, with a minimum of € 40 for Consumer and a minimum of € 250, for Business Customers. Praleucine may deviate from the aforementioned amounts and percentages for the benefit of the Customer.

ARTICLE 8. PERSONAL DATA

Praleucine treats all personal data of the Customer confidentially and processes the personal data of the Customer in accordance with the privacy statement. This can be found [here](#).

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Customer must fully and unconditionally respect all intellectual property rights relating to the products, including at least recipes, ingredients, know-how, etc. Nothing in the Agreement can be seen or read as a transfer of intellectual property rights of any kind to the Customer or any third parties.
- 9.2. Praleucine does not guarantee that the delivered products will not infringe any intellectual property rights of third parties and will refrain from any liability related thereto.

PART II

CONSUMER REGULATIONS

ARTICLE 10. DEVIATING PROVISIONS FOR CONSUMERS

Articles 11, 12 and 13 below apply only to Consumers. Business Customers can therefore not rely on these articles or derive any rights from them.

ARTICLE 11. RIGHT OF WITHDRAWAL

- 11.1. The Consumer has the right to terminate (in Dutch law: 'ontbinden') / withdraw (in Dutch law: 'herroepen') the remotely concluded Agreement with Praleucine free of charge within 14 days after receipt of the product, without giving any reason, unless one of the exceptions as described in article 11.10 applies.
- 11.2. The 14-day period commences on the day after the Consumer, or a third party designated by him in advance, who is not the carrier, has received the product, or:
 - a) if the Consumer has ordered several products in the same order: the day on which the Consumer, or a third party designated by him, has received the last product;
 - b) if the delivery of a product consists of several shipments or parts: the day on which the Consumer, or a third party designated by him, has received the last shipment or the last part;
 - c) in Agreements for regular delivery of products during a certain period: the day on which the Consumer, or a third party designated by him, has received the first product.
- 11.3. The Consumer must bear the return costs himself. If these costs are higher than the regular postal rate, Praleucine provides an estimate of these costs. The shipping costs incurred by the Consum-

er when purchasing the product are not included in the costs for returning and remain at the expense of the Consumer.

- 11.4. Within the limits of the withdrawal period specified in Articles 11.1. and 11.2. and with due observance of the provisions of Article 11.10., the Consumer will handle the product and packaging with care. The Consumer will only open the packaging if it is not sealed and only use the product insofar as this is necessary to check the nature, characteristics and operation of products. The basic principle here is that this inspection must not go further than that the Consumer could do in a physical store.
- 11.5. The Consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes further than allowed in Article 11.4.
- 11.6. The Consumer can enter into the Agreement in accordance with the provisions of Articles 11.1 and 11.2. terminate the stipulated period by sending the [model form](#) for revocation (digitally) to Praleucine via info@praleucine.com, or in any other unequivocal manner to inform Praleucine that he has waived the purchase. In the case of an electronic notice of termination/withdrawal, Praleucine confirms receipt of that notice. After termination, the Consumer has 14 days to return the product. It is also possible to return the product immediately within the withdrawal period specified in Articles 11.1. and 11.2., provided that the model withdrawal form or other unambiguous statement of withdrawal is enclosed.
- 11.7. Products can be returned to Praleucine B.V., Papenpad 21, 6705 CN in Wageningen, the Netherlands.
- 11.8. Any amounts already paid by the Consumer will be refunded to the Consumer as soon as possible, but no later than 14 days after termination of the Agreement and in the same way as the Consumer has paid for the order. If the Consumer has opted for a more expensive method of delivery than the cheapest standard delivery, Praleucine does not have to reimburse the additional costs for the more expensive method. Unless Praleucine offers to collect the product itself, Praleucine is allowed not to refund any amounts paid until Praleucine has received the product or the Consumer demonstrates that it has returned the product, whichever is earlier.
- 11.9. The Website clearly states, in good time before the conclusion of the Agreement, whether or not the right of withdrawal applies and any the applicable procedure.
- 11.10. The right of withdrawal does not apply to:
 - a) Products that have been manufactured by Praleucine in accordance with specifications of the Consumer or that are clearly intended for that Consumer or another specific person;
 - b) Products that can spoil or age quickly;
 - c) Products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;

ARTICLE 12. WARRANTY AND CONFORMITY

- 12.1. Praleucine guarantees that the products comply with the Agreement, the specifications stated in the offer, and meet the reasonable requirements of soundness and / or usability as well as the

legal provisions and / or government regulations existing on the date of the conclusion of the Agreement. If specifically agreed upon, Praleucine also guarantees that the product is suitable for other than normal use.

- 12.2. If the delivered product does not comply with the Agreement, the Consumer must inform Praleucine within a reasonable period after he has discovered the defect.
- 12.3. If Praleucine considers the complaint to be justified, the relevant products will be repaired, replaced or reimbursed after consultation with the Consumer. The maximum compensation is equal to the price paid by the Consumer for the product.
- 12.4. In the event that a shortcoming of Praleucine cannot be attributed, Praleucine is not liable to perform the Agreement and / or compensate any damage of the Consumer.
- 12.5. When using the products, the Consumer must strictly adhere to the advice, regulations and instructions provided by Praleucine together with the product, which can also be read on the Website. Praleucine is not liable for damages and/or losses of any kind resulting from full or partial failure to either observe and/or or properly follow these instructions. In case of doubt about (the manner of) use of the products, the Consumer can contact Praleucine via the contact details at the top of these General Terms and Conditions. In case of doubts or use in the case of specific medical complaints or other special circumstances, Praleucine advises the Consumer to consult an expert doctor at all times.

ARTICLE 13. COMPLAINTS PROCEDURE

- 13.1. If the Consumer has a complaint about a product as referred to in Article 12 and / or about other aspects of the services provided by Praleucine, he can submit a complaint to Praleucine by telephone, e-mail or by post. See the contact details in the introduction to the General Terms and Conditions.
- 13.2. Praleucine gives the Consumer a response to his complaint as soon as possible, but in any case within 30 days of receipt of the complaint. If it is not yet possible to give a substantive or definitive response, Praleucine will confirm the complaint within 30 days after receipt of the complaint and give an indication of the period within which it expects to give a substantive or definitive response to the complaint. of the Consumer.
- 13.3. A Consumer can also lodge a complaint through the European Dispute Resolution Platform, which can be reached at <http://ec.europa.eu/odr/>.

PART III

BUSINESS CUSTOMERS

ARTICLE 14. DEVIATING PROVISIONS FOR BUSINESS CUSTOMERS

Articles 15, 16 and 17 below apply only to Business Customers. Praleucine cannot and will not object these articles to Consumers.

ARTICLE 15. GUARANTEE

- 15.1. Praleucine guarantees that the products comply with the Agreement, the specifications stated in the offer, and meet the reasonable requirements of soundness and / or usability as well as the legal provisions and / or government regulations existing on the date of the conclusion of the Agreement. If specifically agreed upon, Praleucine also guarantees that the product is suitable for other than normal use. Otherwise, the product is only suitable for normal use.
- 15.2. If the delivered product does not comply with the Agreement upon delivery, the Business Customer must notify Praleucine in writing and with stating reasons, no later than 3 working days after delivery, in which case at least the nature of the product and the complaint must be described and the the order number and order date must be stated. In the absence of a notification as mentioned above, the Business Customer can no longer claim repair, replacement, etc., if the product has been delivered defectively.
- 15.3. If Praleucine deems the complaint to be justified, the relevant products will be repaired, replaced or (partially) reimbursed at Praleucine's own choice.

ARTICLE 16. LIABILITY

- 16.1. The total liability of Praleucine towards the Business Customer due to an attributable shortcoming in the fulfillment of the Agreement is limited to compensation of a maximum of the amount of the price stipulated for that Agreement (including VAT).
- 16.2. Praleucine's liability to the Business Customer for indirect damage, consequential damage, loss of profit, missed savings, loss of data and damage due to business interruption is excluded.
- 16.3. When using the product, the Business Customer must strictly adhere to the advice, regulations and instructions provided by Praleucine together with the product and which can also be read on the Website. All liability of Praleucine for damages and losses of any kind due to full or partial non-compliance and/or incorrect compliance with the aforementioned advice, regulations and instructions is excluded. In case of doubt about (the manner of) use of the products, the Business Customer can contact Praleucine via the contact details at the top of these General Terms and Conditions. In case of doubts or use in the case of specific medical complaints or other special circumstances, Praleucine advises the Business Customer to consult an expert doctor at all times.
- 16.4. Apart from the cases mentioned in this article, Praleucine is not liable to the Business Customer for compensation, regardless of the ground on which an action for compensation would be based. However, the limitations of liability mentioned in this article will lapse if and insofar as damage is the result of willful misconduct or gross negligence on the part of Praleucine.
- 16.5. Any liability of Praleucine towards the Business Customer due to an attributable breach only arises only after the Business Customer has given Praleucine immediate and proper notice of breach, in which the Business Customer also sets Praleucine a reasonable

period for compliance and Praleucine also after that period fails to cure its breach and to fulfill its obligations. The notice of default must contain the most detailed description of the alleged breach, so that Praleucine is able to respond adequately.

- 16.6. Any right to compensation, of whatever kind, can only arise provided that the Business Customer reports the damage to Praleucine in writing as soon as possible, but no later than 30 days after it has arisen, without prejudice to the provisions of Article 15.2.
- 16.7. In case of force majeure, Praleucine is not obliged to compensate for any damages and/or losses suffered by the Business Customer. Force majeure includes in any case - but not exclusively - the situation that Praleucine cannot deliver due to production and / or delivery problems of any kind on the part of its suppliers. A (temporary) impossibility to deliver products due to the COVID-19 virus is also considered force majeure and can never be attributed to Praleucine.

ARTICLE 17. RETENTION OF TITLE

- 17.1. All delivered products remain the property of Praleucine until all claims that Praleucine has on the Business Customer (including any related (collection) costs and interest) have been paid in full.
- 17.2. Before the transfer of ownership referred to in article 17.1., The Business Customer is not authorized to sell, deliver or otherwise dispose of these products, other than in the course of its normal business and the normal destination of the products. In addition, the Business Customer is not allowed to pledge these products or grant any other right to third parties as long as the ownership of these products has not been transferred to the Customer.
- 17.3. The Business Customer is obliged to keep the products delivered under retention of title carefully and as recognizable property of Praleucine.
- 17.4. Praleucine is entitled to take back the products that have been delivered subject to retention of title and are still present with the buyer if the Business Customer does not ensure timely payment of the invoices or is or threatens to have payment difficulties.
- 17.5. The Business Customer will at all times grant Praleucine free access to its products for inspection and / or for exercising the rights of Praleucine.

PART IV

FINAL PROVISIONS FOR ALL CUSTOMERS

ARTICLE 18. GENERAL

- 18.1. Dutch law applies to the Agreement, unless rules of mandatory law prescribe otherwise.
- 18.2. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court in the district where Praleucine is located.
- 18.3. If a provision in these General Terms and Conditions proves to be invalid, this will not affect the validity of the entire General Terms and Conditions. In that case, the parties shall in good faith amend and, if necessary, novate the contested provisions to reflect as nearly as possible the spirit and intention behind that original provision.
- 18.4. In these General Terms and Conditions "in writing" also includes communication by e-mail, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.