

GENERAL TERMS AND CONDITIONS

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Article 1 Definitions

Sanvert : Sanvert B.V. (registered address: J.P. Broekhovenstraat 16, 8081 HC Elburg) or an affiliated company, the user of these general terms and conditions, seller, contractor;

Other party: the (contractual) other party of Sanvert, the buyer, the purchaser, the client;

Product(s): the herbal remedies, pharmacy products, self-care medication products, medicines and all related products offered and/or sold and/or supplied by Sanvert in the broadest sense;

Agreement : the agreement between Sanvert and the other party.

Article 2 General

2.1 These general terms and conditions apply to every sale, delivery, order, offer, agreement and other legal relationship between Sanvert and the other party, insofar as these general terms and conditions have not been expressly deviated from by the parties in writing.

2.2 These general terms and conditions also apply to all agreements with Sanvert, for the performance of which Sanvert makes use of the services of third parties.

2.3 The applicability of general terms and conditions of the other party is expressly excluded, unless the parties have agreed otherwise in writing.

2.4 If Sanvert enters into agreements with the other party more than once, these general terms and conditions shall always apply in respect of all subsequent agreements, regardless of whether or not they have been explicitly declared applicable.

2.5 If one or more provisions of these general terms and conditions are null and void or are nullified, the remaining provisions of these general terms and conditions shall continue to apply.

Article 3 Offers/Quotations/prices

3.1 All offers, in any form, are non-binding and expire within 30 days unless another period for acceptance is specified in the offer. Offers do not apply to subsequent orders or agreements unless Sanvert has expressly agreed this in writing with the other party.

3.2 Agreements to which Sanvert is a party are only deemed to have been entered into:

1. after signature by both parties of an agreement drawn up for that purpose, or;
2. after written confirmation by Sanvert of an order placed by the other party;
3. in the absence thereof, by the actual transfer or delivery of the products sold.

3.3 In the case of verbal agreements, the invoice is deemed to reflect the agreement correctly and completely, subject to submission of a complaint within 3 days after delivery of the products, or within 3 days after the invoice date, if the invoice was received by the other party before the products were transferred or delivered. In the case of written agreements or order confirmations, submission of a complaint must also be made within 3 days of the date of the agreement or order confirmation in question, failing which the other party shall be bound by it.

3.4 Sanvert's prices are for delivery ex warehouse, in Euros, excluding Dutch VAT ('BTW') and other government levies and excluding, among other things, export, shipping, freight, administration and packaging costs, unless expressly agreed otherwise.

3.5 Since raw materials and other costs are subject to price fluctuations, Sanvert is entitled to pass on price increases if price changes have occurred between the time of acceptance and the time of delivery of the products in respect of, for example, raw materials or packaging materials. A. Vogel therefore expressly reserves the right to adjust prices.

3.6 Sanvert is entitled to charge a fee to cover administration and/or transport costs for orders below a size determined by Sanvert. In principle, the minimum order value is €2,500 exclusive of Dutch VAT ('BTW') and the trade units (boxes) used by Sanvert must be ordered to ensure maximum logistics efficiency.

Article 4 Performance of the agreement

4.1 Sanvert shall perform the agreement to the best of its knowledge and ability.

4.2 The other party guarantees the accuracy and completeness of the data provided to Sanvert. Sanvert is not liable for damages of any nature whatsoever resulting from Sanvert's use of incorrect and/or incomplete information provided by the other party.

4.3 If the delivery is delayed or becomes impossible due to factors for which the other party is responsible, the resulting damage and costs for Sanvert shall be compensated by the other party.

4.4 The other party indemnifies Sanvert against any claims by third parties, who suffer damage in connection with the performance of the agreement, in cases where that damage is attributable to the other party.

4.5 If a situation of force majeure prevents delivery, Sanvert is not obliged to pay damage compensation.

4.6 The other party may not cancel an agreement that has been finalised and/or an order that has been issued. If the other party nevertheless cancels in whole or in part, he/she/it shall be obliged to compensate Sanvert for all costs reasonably incurred for the purpose of fulfilling this agreement and/or order, Sanvert's work and Sanvert's loss of profit, plus Dutch VAT ('BTW').

Article 5 Delivery

5.1 Any stated delivery times are approximate and may not be considered as deadlines. If a period is exceeded, the other party must give Sanvert notice of default in writing and grant Sanvert a reasonable period of time. Overrunning the delivery period does not therefore oblige Sanvert to pay compensation and does not entitle the other party to fail to fulfil or suspend the obligations under the agreement.

5.2 Sanvert determines how and by whom the products are packed and transported, unless otherwise agreed in writing. If the other party requests a different mode of transport, the additional costs associated with this mode of transport shall be borne by the other party.

5.3 If Sanvert requires information from the other party for the performance of the agreement, the delivery period shall commence after the other party has provided it to Sanvert.

5.4 The other party is obliged to take delivery of the goods at the time when Sanvert delivers them or has them delivered to the other party, or at the time when they are made available to the other party in accordance with the agreement.

5.5 If the other party refuses to take delivery, Sanvert shall be entitled to store the goods at the expense and risk of the other party. If the other party does not take delivery within two days thereafter, Sanvert shall be entitled to demand fulfilment of the agreement or to dissolve it, all without prejudice to its other rights, including Sanvert's right to compensation of all damages by the other party.

5.6 Sanvert is not obliged to honour a request from the other party for re-delivery or subsequent delivery. If Sanvert nevertheless proceeds to do so, the associated costs shall be borne by the other party.

5.7 Sanvert is entitled to deliver the products in partial deliveries. Sanvert is entitled to invoice partial deliveries separately.

5.8 The risk of loss of or damage to the products delivered transfers to the other party at the time when the products are legally and/or actually transferred or delivered to the other party and thus brought under the control of the other party or a third party to be designated by the other party – including the carrier, if designated by the other party.

5.9 If Sanvert arranges for transport or storage of the products that are the subject of the agreement, this takes place entirely at the expense and risk of the other party, unless otherwise agreed in writing.

Article 6 Defects, inspection, complaints

6.1 The other party is obliged to inspect the products that have been transferred or delivered (or have them inspected) for defects, transport damage and discrepancies at the time of delivery. In doing so, the other party must determine whether the quality and quantity of the delivered goods correspond with what has been agreed. Visible defects, transport damage and discrepancies must be noted on the waybill/packing note upon transfer or delivery and reported to sales@avogel.nl by email within 24 hours of delivery, failing which the delivered goods shall be deemed to have been properly transferred or delivered.

6.2 Any (other) defects, shortages or surplus detected after transfer or delivery must be reported in writing to Sanvert within 5 working days after the defect has been detected after transfer or delivery, by sending an email to sales@avogel.nl.

6.3 Complaints about the invoice must be submitted in writing within 7 days after the invoice date, by sending an email to sales@avogel.nl.

6.4 Upon expiry of the complaint period, the other party is deemed to have approved the delivered goods or the invoice, as the case may be. Consequently, all rights of complaint, replacement, repair, etc. lapse from that time.

6.5 Complaints do not suspend the other party's payment obligation. If a complaint is submitted within the period allowed, the other party remains obliged to pay for the purchased goods. If the other party wishes to return defective goods, this may only occur with the prior written consent of Sanvert. Return shipments are made at the expense and risk of the other party.

6.6 The following situations never give rise to complaints or liability on the part of Sanvert:

- deviations in colour, weight, size and quality of less than 10%, or within the tolerances that are customary in the trade;
- typesetting or printing errors and clerical errors that appear in the catalogue/offer/price list;
- defects caused by failure to comply with instructions or requirements issued by or on behalf of Sanvert, or by acts or omissions on the part of the other party that conflict with the care and diligence to be observed with regard to the products transferred or delivered;
- defects caused by other than normal and foreseeable use of the products;
- defects due to improper storage, use of different packaging or (other) use of the products in a non-original state;
- mixing of the products or their use contrary to any legal regulation, prescription or instructions for use issued by Sanvert.

6.7 If Sanvert finds a complaint regarding the products that have been transferred or delivered to be justified, Sanvert shall replace the defective products that have been transferred or reimburse the invoice value (excluding Dutch VAT) of the defective products transferred to the other party, at Sanvert's exclusive discretion, with due observance of the provisions of article 10 ("Liability") of these general terms and conditions. This obligation for Sanvert applies for a period of 12 months after transfer or delivery of the products or at least until at most the use-by date as stated on the products if the period up to this use-by date is shorter

Article 7 Payment

7.1 Unless otherwise agreed in writing, payment of Sanvert's invoices must be made within 14 days after the invoice date, without discount, suspension or set-off.

7.2 The default payment method is direct debit unless otherwise agreed.

7.3 Sanvert is at all times entitled to demand full or partial payment in advance and/or use another means to obtain security for payment.

7.4 If payment is not received on time, the other party shall owe interest on the invoice amount at a rate of 1.5% per month, calculated from the due date to the date of payment, without further notice of default.

7.5 The entire invoice amount becomes immediately due and payable in full in the event of nonpayment of an agreed instalment on the due date, as well as if the other party is declared bankrupt, applies for (provisional) suspension of payments, if the Dutch statutory debt restructuring scheme ('wettelijke schuldsaneringsregeling', 'WSNP') is declared applicable to him/her/it and/or if any attachment is levied on the other party's goods and/or payables. If one of the above situations occurs, the other party is obliged to inform Sanvert immediately.

7.6 Payments made by the other party are always used first to settle the costs due, then to settle the interest due and then to settle the due and payable invoices that have been outstanding the longest, even if the other party states that the payment relates to a later invoice.

Article 8 Costs of debt collection

8.1 If the other party is in breach or in default in the (timely) fulfilment of his/her/its obligations, all reasonable costs to obtain payment out of court shall be borne by the other party. The collection costs are at least 15% of the invoice amount due (principal sum), with a minimum of €350.

8.2 Any reasonable legal and enforcement costs incurred shall also be borne by the other party.

Article 9 Retention of title

9.1 All products delivered by Sanvert remain the property of Sanvert until the other party has fulfilled all obligations under all agreements entered into with Sanvert.

9.2 The other party is not authorised to pledge or encumber the products subject to retention of title, to resell them to customers outside the Netherlands or to trade them in any other way, other than in the ordinary course of business or unless the parties have agreed otherwise in writing.

9.3 If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the other party is obliged to inform Sanvert as soon as possible.

9.4 The other party must insure the products subject to retention of title at their sale value. The damages paid by the insurer shall replace the aforementioned products and accrue to Sanvert.

9.5 In the event that Sanvert wishes to exercise its right of title stated in this article, the other party, now for then, unconditionally and irrevocably authorises Sanvert, or third parties to be appointed by A. Vogel, to enter all those places where Sanvert's property is located and to repossess the products.

Article 10 Liability

10.1 Other than under the provisions of article 6.7, the other party has no claims against Sanvert on account of defects in or in relation to the products supplied by Sanvert. Sanvert is therefore not liable for any direct and/or indirect damage or loss, including personal injury and property damage, immaterial damage, consequential damage (loss of income, interruption of business activity, etc.) and any damage or loss arising from any cause whatsoever, unless there is gross negligence or intent on the part of Sanvert.

In this and the other provisions of this article 10, the name 'Sanvert' includes its employees as well as any third parties engaged by it for fulfilment of the order.

10.2 Damage to the products caused by damaging or destroying the packaging after delivery is for the account and risk of the other party.

10.3 Sanvert is not liable for damage or loss resulting from:

- not or not correctly and/or fully following the instructions and/or directions for use issued by it or explicitly stated on the packaging of products;
- transferring the products to other packaging or re-packaging the products;
- using or reselling the products in other than their original condition;
- deviations, damage, errors and defects that have gone unnoticed in products approved by the other party;
- damage or loss resulting from use that does not comply with the instructions for use or product information;
- damage or loss resulting from the other party's failure to comply with legal obligations relating to the trade in and the use of medicines, more specifically acting in breach of the Dutch Medicines Act ('Geneesmiddelenwet').

10.4 In all cases in which Sanvert is obliged to pay damage compensation, this compensation shall never exceed the invoice value (excluding Dutch VAT) of the products delivered in connection with which or as a result of which the damage or loss was caused, subject to a maximum of EUR 25,000 insofar as the insurance policy or policies specified below do not provide cover in the case in question. If the damage or loss is covered by the business liability insurance or, for example, by Sanvert's product liability insurance, the damage compensation shall not exceed the amount actually paid out by the insurer in the case in question.

Without prejudice to the provisions of article 6, if the other party is or remains of the opinion that Sanvert has not performed the agreement in time, fully or properly, the other party shall be obliged – unless this has already been done on the grounds of the provisions of article 6 – to notify A. Vogel of this without delay in writing and to assert the claims based thereon by judicial process within one year of the date of the aforementioned notification or within one year of the date on which the notification should have been made, failing which all the other party's rights and claims in this regard shall lapse on expiry of the period referred to above.

10.5 The limitations of liability set forth in this article 10 and elsewhere in these general terms and conditions shall not apply to damages caused by intent or deliberate recklessness on the part of Sanvert.

Article 11 Protection of Personal Data

11.1 Insofar as Sanvert processes Personal Data within the meaning of the Dutch General Data Protection Regulation ('Algemene verordening gegevensbescherming', 'AVG') in the context of the agreement, Sanvert shall determine the purpose and means of the data processing, and thus acts as the controller within the meaning of the 'AVG'.

11.2 Sanvert may process Personal Data concerning and/or provided by the other party, for example, (i) in the context of the agreement, (ii) in the context of complying with Sanvert's legal obligations (iii) in connection with support of the services provided by Sanvert to the other party, (iv) in connection with being able to approach the other party and/or persons employed by/for the other party to communicate information and with regard to services provided by Sanvert and third parties.

11.3 Processing of Personal Data by Sanvert in the context of the activities referred to above in article 11, paragraph 2 shall take place in accordance with applicable Dutch laws and regulations relating to personal data protection ('Privacywetgeving'), which include, among other laws and regulations, the Dutch General Data Protection Regulation ('Algemene verordening gegevensbescherming', 'AVG') and the Dutch General Data Protection Regulation Implementation Act ('UAVG').

11.4 The other party has an independent duty to comply with the Dutch laws and regulations relating to personal data protection ('Privacywetgeving'), hereinafter Privacy Legislation. The other party guarantees the lawfulness of the issue of the Personal Data to Sanvert and in so doing shall comply with all legal obligations incumbent on the other party in accordance with Dutch Privacy Legislation, including the obligation to inform data subjects about the provision of their Personal Data to Sanvert and the processing thereof by Sanvert in the context of the agreement.

11.5 The other party shall without unreasonable delay, at the request of Sanvert, cooperate fully and provide all information needed to comply with Dutch Privacy Legislation, including but not limited to information and cooperation in relation to exercising the rights of the data subject involved and any breaches related to Personal Data.

11.6 The other party shall indemnify Sanvert in respect of all third party claims arising from or related to the other party's non-compliance with Dutch Privacy Legislation. The indemnification shall include all damages and (litigation) costs suffered or incurred by Sanvert in connection with such a claim.

Article 12 Sanvert terms of use regarding digital product information

12.1 These terms and conditions of use apply to all agreements between Sanvert B.V. and the other party regarding the provision of content and apply in addition to these general terms and conditions.

12.2 The information and data contained in this digital content are made available for the sole purpose of providing information about the products produced by Sanvert. The information is not intended to replace advice from a physician, pharmacist or other medical or paramedical professional. Nor is this information intended as an aid for diagnosing a disease or physical problem or for prescribing or using any product presented on the website.

12.3 Although Sanvert takes the utmost care to ensure the accuracy and completeness of the data and information it provides, no warranty can be given or promise made that that data and

information are free of errors or omissions. Any inaccuracies, spelling mistakes or other similar errors or other data disclosed by Sanvert of any kind cannot be invoked against Sanvert nor create any obligation for Sanvert.

12.4 Some information in the digital content provided by Sanvert may be inaccurate due to product changes that have occurred after the time of publication. It is recommended that the digital content be updated at least once every six months through the use of digital content provided by Sanvert. Sanvert reserves the right to make changes to consumer prices and specifications without prior notification.

12.5 All liability with respect to any prejudice or damage, whether direct or indirect, resulting from the use of or reliance on the data and information derived from this digital content, including any prejudice or damage caused by incorrect or incomplete data or information, is excluded to the fullest extent permitted under these general terms and conditions, by law and by jurisdiction.

12.6 Sanvert is not liable for any information on the website(s) or in the environment of the other party, or at third parties. The other party is solely responsible for the accuracy, completeness and topicality of the information that the other party discloses and/or uses in his/her/its (online) environment. The other party must ensure that he/she/it does not intimate that the data displayed on or in his/her/its (online) environment has been checked and approved as correct by Sanvert.

12.7 If the other party uses the information or data, the other party declares that he/she/it shall ensure that the information or data shall not be misused, either directly or indirectly, which is also understood to include any use other than the use for which the data was reasonably intended by Sanvert or acting contrary to the applicable legal provisions and/or guidelines.

12.8 If the other party uses the information or data, the other party expressly declares that it shall follow the guidelines of the Dutch Inspection Board for the Public Promotion of Medicinal Products ('Keuringsraad KOAG/KAG') and declares that he/she/it shall not use the data or information of Sanvert health products or nutritional supplements – herbal preparations, including but not limited to product images, in combination with medical terms or medical indications in any way whatsoever. In the case of medicines/medical devices, only medical indications for which the product is registered are used.

12.9 Through use, the other party indemnifies Sanvert and holds Sanvert harmless for all claims, actions, assertions of third parties, as well as fines imposed by supervisory authorities, which directly result from a shortcoming attributable to the other party and/or violation of compliance with these terms of use and/or any violation of applicable legislation (including European Directives).

12.10 Sanvert reserves the intellectual property rights and other rights to the data and information made available through the Sanvert digital content.

12.11 The other party acknowledges that he/she/it shall not obtain any intellectual property rights for the information and data made available by Sanvert and that the other party has no rights in or for the intellectual property rights of the data other than the rights to use the data in accordance with these terms of use and all applicable laws and regulations.

12.12 With respect to the data and information made available by Sanvert, the other party acquires a non-exclusive and non-transferable right of use to the extent necessary for the prescribed purpose.

12.13 The Sanvert product data in the other party's online environment must be current so that product, content or registration changes are also up-to-date in the other party's environment.

A current version of the data feed is available online:

<https://www.avogel.nl/bedrijf/kennisplatform/>.

12.14 No rights can be derived from the information provided. Sanvert accepts no liability for any direct or indirect damages arising from the use of the digital content. As a recipient of our information, the other party is responsible for his/her/its choice of and use of our information in his/her/its environment.

Article 13 Intellectual property rights and copyright

13.1 Without prejudice to the provisions of these general terms and conditions, Sanvert reserves the rights and powers to which Sanvert is entitled under intellectual property law and the Dutch Copyright Act ('Auteurswet') with respect to, among other things, the products, designations, brands, trade names and domain names, images, packaging, instructions for use, etc.

13.2 The other party shall only be entitled to use the rights referred to in article 13.1 with the prior written permission of A. Vogel, in which case the other party shall comply with A. Vogel's instructions to use them.

13.3 The other party shall not be entitled to remove the name or trademark of the Sanvert and/or the manufacturer on the packaging supplied or the product leaflet.

Article 14 Disputes

The competent court of the District Court of Gelderland shall have exclusive jurisdiction to examine disputes, unless rules of mandatory law dictate otherwise. Nevertheless, Sanvert has the right to submit the dispute to the judge competent under the law or to a Board of Arbitration.

Article 15 Applicable law

Any agreement between Sanvert and the other party shall be governed exclusively by Dutch law. The Vienna Sales Convention is expressly excluded.

Article 16 Filing of the general terms and conditions

These general terms and conditions have been filed at the office of the Chamber of Commerce, under number 08009304.