

## GENERAL TERMS AND CONDITIONS DISOLUT BV FOR CONSUMERS

### Article 1 – Definitions

In these conditions the respective terms have the following meanings:

1. **Additional agreement:** an agreement whereby the consumer acquires products in connection with a distance contract and these items are delivered by Disolut or by a third party on the basis of an agreement between that third party and Disolut;
2. **Reflection period:** the period within which the consumer can make use of his right of withdrawal;
3. **Consumer:** the natural person who does not act for purposes related to his trade, business, craft or professional activity;
4. **Right of withdrawal:** the possibility for the consumer to cancel the distance contract within the statutory period;
5. **Disolut:** the legal entity that offers products to consumers;
6. **Distance contract :** an agreement concluded between Disolut and the consumer, whereby the parties exclusively or partly use one or more techniques for (electronic) distance communication;

### Article 2 - Identity of Disolut

Disolut B.V.

- Ravenswade 106, 3439 LD, Nieuwegein Netherlands
- Telephone number: +31(0)2272172 info@intoleran.com
- Chamber of Commerce number: 68944705 / VAT identification number: NL857659327B01

### Article 3 - Applicability

1. These general terms and conditions apply to every offer from Disolut and to every distance contract concluded between Disolut and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable medium.

### Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products being offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If Disolut uses images, they are a true representation of the products content offered. Obvious mistakes or errors in the offer do not bind Disolut.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer.

### Article 5 - The agreement

1. The agreement is concluded at the moment the consumer electronically accepts the offer and meets the corresponding conditions.

2. Disolut will immediately electronically confirm receipt of acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by Disolut, the consumer can dissolve the agreement.
3. Disolut takes appropriate technical and organizational measures to secure the electronic transfer of data and ensures a secure web environment. If the consumer pays electronically, Disolut will observe appropriate security measures.
4. At the latest upon delivery of the product to the consumer, Disolut will provide the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
  - a. The visiting and/or electronic address of Disolut where the consumer can go with complaints;
  - b. the conditions under which and the way in which the consumer can make use of the right of withdrawal;
  - c. information about guarantees and existing after-sales service;
  - d. the price, including all taxes on the product, service or digital content; insofar as applicable, the costs of delivery; and the method of payment, delivery or implementation of the distance contract;

#### **Article 6 - Right of withdrawal**

1. The consumer may terminate a contract relating to the purchase of a product during a reflection period of 30 days without giving any reason.
2. The reflection period referred to in paragraph 1 begins on the day after the consumer has received the product, or:
  - a. if the consumer has ordered multiple products in the same order: the day on which the consumer received the last product.
  - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer received the last shipment or the last part;
  - c. for contracts for regular delivery of products during a certain period: the day on which the consumer received the first product.

#### **Article 7 - Obligations of the consumer during the reflection period**

1. During the reflection period, the consumer will handle the product and its packaging with care. He shall only unpack or use the product to the extent necessary to establish the nature, characteristics, and functioning of the product. The principle here is that the consumer may handle and inspect the product only as he would be allowed to in a store.
2. The consumer is only liable for depreciation of the product which is a result of handling the product beyond what is allowed in paragraph 1.
3. The consumer is not liable for depreciation of the product if Intoleran has not provided all legally required information about the right of withdrawal before or at the conclusion of the contract.

#### **Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof**

1. If the consumer exercises his right of withdrawal, he shall report this within the reflection period of 30 days by means of the withdrawal contact form on the website or in another unambiguous way to Intoleran.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall send the product back to Intoleran.
3. The consumer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the return label provided by Intoleran and/or other reasonable clear instructions.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.
5. Intoleran shall provide the consumer with a return label and Intoleran shall bear the costs of returning the product.
6. If the consumer exercises his right of withdrawal, any additional contracts are dissolved by law.

#### **Article 9 - Obligations of Intoleran upon withdrawal**

1. If Intoleran enables the notification of withdrawal by the consumer electronically, it shall send an acknowledgement of receipt promptly after receiving this notification.
2. Intoleran shall reimburse all payments from the consumer, including any delivery costs charged by Intoleran for the returned product, without undue delay but within 14 days following the day on which Intoleran receives the returned shipment.
3. Intoleran shall use the same means of payment for the refund that the consumer used for the initial transaction unless the consumer agrees to a different method. The refund shall be free of charge for the consumer.
4. If the consumer has opted for a different method of return than the return label provided, Intoleran is not required to reimburse the additional costs for the more expensive method.

#### **Article 10 - Exclusion of the right of withdrawal**

Intoleran may exclude the following products from the right of withdrawal, but only if Intoleran has clearly stated this in the offer, or at least in time before the contract is concluded:

1. Products made according to the consumer's specifications, which are not prefabricated and are made on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;
2. Products that spoil quickly or have a limited shelf life;
3. Sealed products which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;

#### **Article 11 - 100-day Satisfaction Guarantee**

1. The consumer can claim the 100-day satisfaction guarantee within 100 days after purchase. This means that the consumer can try out a product, and if not satisfied within 100 days, can return the product free of charge.
2. The 100-day satisfaction guarantee is not valid in all situations and is subject to the following conditions, including but not limited to:

- The 100-day satisfaction guarantee is valid for up to 100 days after receipt of the product;
  - The 100-day satisfaction guarantee can only be claimed if the product has been used in accordance with instructions for use
  - Products for which multiple units are purchased in the same order are excluded from the 100-day satisfaction guarantee;
  - Orders that consist of a repeat purchase of a previously bought product are excluded from the 100-day satisfaction guarantee;
  - The following products are excluded from the 100-day satisfaction guarantee: samples and all bulk packaging (92, 108 or 150 capsules);
  - For the products Once a Day, DAO plus, DAO mini and Cozidase a claim on the 100-day satisfaction guarantee can only be made no earlier than 30 days due to the build-up time;
  - The 100-day satisfaction guarantee can be requested once per address, per product.
3. The guarantee mentioned in paragraph 1 begins on the day after the consumer has received the product, or:
    - a. if the consumer has ordered multiple products in the same order: the day on which the consumer received the last product.
    - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer received the last shipment or the last part.
    - c. for contracts for regular delivery of products during a certain period: the day on which the consumer received the first product.
  4. Intoleran reserves the right to reject a claim on the 100-day satisfaction guarantee on other grounds than those mentioned in paragraph 2.

**Article 12 - Obligations of the consumer during the 100-day satisfaction guarantee period.**

1. During the 100-day satisfaction guarantee period, the consumer shall handle the product and its packaging with care. They shall only unpack or use the product to the extent necessary to establish its nature, characteristics, and functioning.
2. The consumer shall use the product during the 100-day satisfaction guarantee period in accordance with the usage instructions, only then can they claim the 100-day satisfaction guarantee.
3. The consumer is not liable for depreciation of the product if Intoleran has not provided all legally required information about the no-effect money-back guarantee at or before the conclusion of the contract.

**Article 13 - Exercise of the consumer's right under the 100-day satisfaction guarantee and its costs**

1. If the consumer makes use of their 100-day satisfaction guarantee, they must notify Intoleran within the 100-day reflection period by means of the contact form for the 100-day satisfaction guarantee on the website or in another unambiguous way.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the remainder of the product to Intoleran.

3. The consumer sends the product back with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the return label provided by Intoleran and/or other reasonable clear instructions. Intoleran shall provide the consumer with a return label and bear the costs of returning the product.
4. The risk and the burden of proof for the correct and timely exercise of the 100-day satisfaction guarantee lie with the consumer.
5. If the consumer exercises their right under the 100-day satisfaction guarantee, any supplementary agreements are dissolved by law.

#### **Article 14 - Obligations of Intoleran upon withdrawal**

1. If Intoleran enables the notification of the 100-day satisfaction guarantee by the consumer electronically, it shall send an acknowledgment of receipt without undue delay after receiving this notification.
2. Intoleran shall reimburse all payments of the consumer, including any delivery costs charged by Intoleran for the returned product and costs of returning the product, without undue delay but within 14 days following the day on which Intoleran receives the returned shipment.
3. Intoleran shall use the same means of payment for the refund that the consumer used, unless the consumer agrees to a different method. The refund shall be free of charge for the consumer.
4. If the consumer has opted for a different method of return than the return label provided, Intoleran is not required to reimburse the additional costs for the more expensive method.

#### **Article 15 - The price**

1. The prices stated in the offer of products or services include VAT.

#### **Article 16 - Compliance with the agreement and extra guarantee**

1. Disolut guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement.
2. An extra guarantee provided by Disolut never limits the legal rights and claims that the consumer can assert against Disolut on the basis of the agreement in case Disolut has failed to fulfill its part of the agreement.
3. An additional guarantee is understood to mean any obligation of Disolut in which it grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to fulfill his part of the agreement.

#### **Article 17 - Delivery and execution**

1. Disolut will take the greatest possible care when receiving and executing orders for products.
2. The place of delivery is the address that the consumer has made known to Disolut.
3. With due observance of what is stated in Article 4 of these general terms and conditions, Disolut will execute accepted orders expeditiously, but no later than 30 days, unless another delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be

executed, the consumer will be notified hereof no later than 30 days after placing the order. In that case, the consumer has the right to terminate the agreement without costs.

4. After termination in accordance with the previous paragraph, Disolut will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with Disolut until the moment of delivery to the consumer, unless explicitly agreed otherwise.

#### **Article 18 - Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period.
2. The consumer has the duty to report to Disolut all inaccuracies in provided or stated payment details by him without delay.
3. If the consumer, after he has been informed by Disolut of consumer's non-compliance with payment obligations and Disolut has granted the consumer a period of 14 days to still fulfill his payment obligations, again does not make the full payment(s) within this 14-day period, the statutory interest is due on the outstanding amount and Disolut is entitled to charge the extrajudicial 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. Disolut can deviate from the stated amounts and percentages for the benefit of the consumer.

#### **Article 19 - Complaints procedure**

1. Complaints about the performance of the agreement must be submitted fully and clearly described to Disolut within a reasonable time after the consumer has discovered the defects.
2. Complaints submitted to Disolut will be answered within a period of 14 days from the date of receipt.
3. The consumer grants Disolut in any case 4 weeks to resolve the complaint. Only after this period, a dispute arises that is subject to the dispute settlement procedure.

#### **Article 20 - Disputes**

Agreements between Disolut and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

#### **Article 21 - Additional or deviating provisions**

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.