

Article 1. COMPANY IDENTITY

Name of the company: BenT Group bv

Trading under the names: YourBrandShop, Jouw Merk, Real Nutrition, Deal Nutrition, Real Nutrition Groothandel, Real Nutrition Wholesale.

www.yourbrandstore.eu, www.jouwmerk.be, www.realnutation.shop,
www.realnutationwholesale.be, www.realnutation.pro

Activities:

- **Wholesale and online sale to private individuals of sports nutrition** (including protein powder such as whey & casein, protein bars, nutritional supplements, pre-workouts, BCAA, amino acids, mass gainers, testo boosters, vitamins & minerals, recovery, energy, carbohydrates, sugars, energy bars, etc.).
- **Wholesale and online sale to private individuals of diet food** (including fat burners, diet products, protein diet, protein diet, sugar-free snacks and shakes, sugar-free candy, etc.).
- **Wholesale and online sale to private individuals of sports drinks** (including prepared protein shakes, BCAA drinks, energy drinks, endurance drinks, recovery drinks, sports waters and water with fruit flavors, etc.).
- **Wholesale and online sale to private individuals of sports clothing** (mainly fitness clothing and accessories such as fitness gloves, belts, etc.).
- **Wholesale and online sale to private individuals of organic and allergen-free foods** (organic, gluten-free, lactose-free, soy-free, etc.).

Business address:

Regina Wautersweg 14
8800 Roeselare
België

Phone number: 0032 (0)51 31 08 74

E-mail address: sales@yourbrandstore.eu

VAT number: BE 0639.947.206

Bank account: BE20 0689 0350 9456

Article 2. GENERALITES

2.1 These terms and conditions apply to all purchase and sale, offers/agreements of goods, services and orders from BenT Group bv and all trade names that are part of BenT Group bv, as described under article 1. Additions or deviations from these terms and conditions must be in writing, be agreed.

2.2 The rights and obligations arising from agreements between BenT Group bv and the counterparty cannot be transferred by the counterparty to third parties, unless with written permission from BenT Group bv (and all trade names).

2.3 By creating an account on one of the websites of BenT Group bv and/or placing an order, the counterparty accepts these general terms and conditions.

2.4 BenT Group bv has the right to unilaterally change these general terms and conditions. The amendments to these general terms and conditions are binding and are deemed to have been accepted as soon as they are notified to the other party and subject to written protest or reservation by the other party within eight calendar days from the aforementioned notification.

2.5 At least one of the directors of BenT Group bv must agree with the representatives, agents or appointees of BenT Group bv to conclude any agreement on behalf of BenT Group bv.

Article 3. OFFERS

3.1 All information, announcements and mentions on the website or in commercial publications of BenT Group bv are of an informative nature and do not constitute a binding agreement. An obligation arises only through an expressly accepted order or a written agreement.

3.2 All offers are without obligation and are only valid while stocks last. An offer that is valid according to a certain period can nevertheless be revoked by BenT Group bv, even after receipt of the order.

3.3 Offers may be limited in time and/or number of items ordered. Even if an offer had no restrictions, BenT Group bv can discontinue an offer at any time without prior communication.

Article 4. AGREEMENTS

4.1 The agreement between BenT Group bv and the counterparty is only legally valid if BenT Group bv confirms the order in writing. The specific product terms and conditions and the general terms and conditions supplemented by an order confirmation determine the content of the agreement.

4.2 The agreed delivery time may lapse if an additional order is requested.

4.3 A valid agreement can be concluded from online orders, even if a signature of the counterparty is missing, if the requirements as described in these terms and conditions are met.

4.4 All products can be ordered, no minimum or maximum purchase is required, unless otherwise stated in the product conditions or when confirming the order. However, an intervention in transport costs may be required by the counterparty, as stated under

article 8.

Article 5. PRICES

5.1 All quotations are shown in euros and are exclusive of VAT, unless stated otherwise. Transport costs are not included in this price.

5.2 Product descriptions on the website and in commercial publications of BenT Group bv can be changed at any time by the representative of BenT Group bv.

5.3 BenT Group bv can implement price changes after concluding an agreement due to a price change in product-related factors such as taxes, raw materials, materials, packaging, etc. The counterparty has the right to dissolve the agreement if this price change amounts to more than 10% on a product. The dissolution must be notified in writing to BenT Group bv within seven days of receipt of the notification by BenT Group bv of this price change. The counterparty cannot claim compensation for this dissolution.

5.4 BenT Group bv is authorized to request advance payments and to impose guarantees.

Article 6. PAYMENT

6.1 Online orders can be paid via the payment options offered, or by bank transfer. The payment conditions that apply to invoicing are agreed between BenT Group bv and the counterparty.

6.2 Orders must always be paid in full and in advance, unless expressly agreed otherwise. Orders for products or quantities that must be ordered additionally, payment must be made in full before the products are purchased by BenT Group bv.

6.3 The counterparty is in default after expiry of the payment term imposed without a notice of default being required, regardless of whether or not the overrun can be attributed to the counterparty. In the case of purchase/sale, the delivered products remain the property of BenT Group bv until the counterparty has made full payment of the sales price.

6.4 If the invoice has not been paid before the due date of the invoice, BenT Group bv may charge interest on the outstanding amount of 10% per full month that the payment term has expired, calculated from the relevant due date, with a minimum of € 150,- per invoice.

Article 7. CANCELLATION AND RIGHT OF WITHDRAWAL

7.1 The counterparty only has the right to return a product if BenT Group bv has made a demonstrable mistake. This right expires if the products have been put into use.

7.2 Conditions for returning products: The product must not be used and can be sold back as a new product. The product must be returned undamaged, complete and in the original packaging.

7.3 BenT Group bv will refund the counterparty within 15 days of receipt of the returned product.

Article 8. DELIVERY TIME, DELIVERY AND RISK

8.1 BenT Group bv strives to process and ship all orders as quickly as possible. But this service only starts after receipt of payment, or after agreement on the payment term, cfr Article 6.

8.2 The published delivery times do not apply as strict deadlines and are only approximated, even if expressly accepted by the counterparty. No compensation can therefore be claimed if the order is only offered to the counterparty after the indicated delivery period.

8.3 After the order has been handed over to the transport company, BenT Group bv's liability lapses. Damage or destruction of the order will from that moment on be recoverable from the transporter.

8.4 For deliveries abroad, different delivery terms and conditions may apply.

8.5 The delivery period is extended if:

- there is a delay in manufacturing, shipping or other impeding circumstances, regardless of this delay attributable to BenT Group bv (and all trade names).
- the counterparty does not fulfill its obligations or if there is a well-founded fear that the counterparty does not fulfill its obligations.
- BenT Group bv cannot fulfill its obligations due to a failure on the part of the counterparty (for example, no correct indication of the place of delivery).

8.6 If an order cannot be delivered due to a shortcoming on the part of the customer (wrong address/name/â€!), the contribution owed for returning the order will be charged to the customer.

8.7 The risk of damage and destruction of the products is transferred to the other party from the moment of delivery, i.e. as soon as the other party has the goods available.

8.8 The transport costs published on the website are always informative and can be changed at any time.

Article 9. PERFORMANCE OF THE AGREEMENT

9.1 BenT Group bv always performs the agreements as well as possible, according to insight, ability and good workmanship.

9.2 BenT Group bv is authorized, without the consent of the counterparty, to outsource the assignment or parts of the assignment or have them performed by third parties who are not employed by BenT Group bv.

9.3 The counterparty provides BenT Group bv with all data necessary for the execution of the agreement. If BenT Group bv does not have the necessary information in time, the execution of the agreement may be suspended.

Article 10. WARRANTY

10.1 BenT Group bv guarantees that all items/products are suitable and legally permissible for the purpose for which they are intended.

10.2 BenT Group bv guarantees the quality of the delivered products. If a product has become unusable due to damage during transport or if the products do not correspond to what was ordered, the other party has the option to return these products. The

costs of the return are for the account of the other party, unless the explicit error of BenT Group bv can be proven.

10.3 The counterparty is obliged to read the information and advice of the products.

Article 11. NON-PERFORMANCE / DISSOLUTION / SUSPENSION

11.1 BenT Group bv has the right to dissolve or suspend the agreement immediately, without judicial intervention, in whole or in part if:

- the counterparty acts contrary to one of the provisions of the agreement between the counterparty and BenT Group bv.
- the counterparty dies or applies for a postponement of payment.
- any asset of the counterparty is attached.

Article 12. LIABILITY

12.1 BenT Group bv is only liable in the event of intent or gross negligence by managers.

12.2 BenT Group bv is not liable for intent or (gross) negligence of third parties engaged for the execution of the agreement, but who are not employed by the company.

Article 13. FORCE MAJEURE

13.1 Force majeure is understood to mean: an unforeseeable and unavoidable event, as a result of which compliance with an obligation or obligation is made impossible. Examples of force majeure are: war, new and/or changed government measures, lack of raw materials, strikes, epidemics, weather conditions, failures in the factory or in transport, etc.

13.2 BenT Group bv can invoke force majeure to terminate or suspend the agreement without compensation for damages.

Article 14. PERSONAL DATA

14.1 BenT Group bv guarantees the privacy of the counterparty's data.

Article 15. PARTIAL NULLITY

15.1 If one or more provisions from the agreement with the other party are not or not fully legally valid, the other legally valid provisions will remain in full force and effect. A suitable legal arrangement is sought for the invalid provisions.

Article 16. INTELLECTUAL PROPERTY

16.1 BenT Group bv owns at all times the intellectual property of all designs, logos, designs, trademarks, domain names, trade names, company names, compositions, taste typifications and all other visual/commercial specifications.

Article 17. COMPETENT COURT AND APPLICABLE LAW

17.1 Belgian law applies to these General Terms and Conditions

17.2 Only the court in the district of Bruges has jurisdiction.