

GENERAL TERMS AND CONDITIONS

FIT INTERNATIONAL B.V.

Article 1: Definitions

'FIT International BV' as used in these General Terms and Conditions refers to: FIT International BV, Ramspol 6, 2036 BA Haarlem, The Netherlands, correspondence address Ramspol 6, 2036 BA Haarlem; Chamber of Commerce number 82722501 (KvK Amsterdam) and VAT number NL862579880B01.

'Customer' refers to any natural or legal person with whom agreements are concluded for the purchase and delivery of products and/or the performance of services or work. The term 'Consumer' refers to a Customer who is also a natural person not acting in the exercise of a profession or business.

'Medical Device' refers to a product as defined in Article 2(1) of Regulation (EU) 2017/745, explicitly including the FIT Sports Balm products manufactured by FIT International BV, which are subject to the relevant requirements of the European MDR legislation. 'MDR' refers to the most current European Medical Device Regulation, Regulation (EU) 2017/745.

'Distributor' means any natural or legal person in the supply chain, other than the manufacturer or importer, who makes a device available on the market up until the point of putting into service.

Article 2: Applicability

These General Terms and Conditions apply to:

- a) All quotations, offers, (sales) agreements and deliveries of products and services between FIT International BV on the one hand and Customers on the other, including products classified as Medical Devices.
- b) Deviations from these Terms and Conditions are only valid if expressly agreed in writing. Any purchase or other conditions of the counterparty are expressly rejected, unless agreed otherwise in writing.
- c) If one or more provisions of these General Terms and Conditions are declared wholly or partially null and void or annulled by a court, the remaining provisions shall remain fully applicable.
- d) The term "delivery (of goods)" also includes the performance of services and work of any kind.
- e) These conditions are intended to ensure compliance with all applicable laws and regulations, including the MDR and the General Data Protection Regulation (GDPR) regarding the processing of personal data.

Article 3: Quotations and Prices

- a) All quotations are invitations to the potential Customer to make an offer and are not binding upon FIT International BV, unless explicitly and unambiguously stated otherwise in writing.
- b) Quotations, order confirmations, letters, price lists, circulars and other publications by FIT International BV are non-binding and may be revoked at any time after the stated term has expired.
- c) FIT International BV shall not be bound by quotations that contain obvious errors or mistakes that the counterparty could reasonably recognize as such.

- d) Consumer prices include VAT. Unless stated otherwise, prices for business Customers are exclusive of VAT. Other costs, such as transport and administrative fees, are specified clearly.
- e) FIT International BV reserves the right to reasonably adjust prices for products or services not yet delivered due to changes in pricing factors such as raw materials, transport costs, wages and exchange rates.

Article 4: Delivery and Transport

- a) As a rule, products will only be dispatched once the payment conditions set out in Article 5 have been met. For Consumers, unregistered businesses, and companies without an explicit agreement to order on account, this means that dispatch will only take place after receipt of full payment.
- b) The method and means of transport shall be determined by FIT International BV. Any deviations based on the Customer's request or preference shall incur additional costs for the Customer, unless otherwise agreed in writing.
- c) Delivery times are indicative unless expressly agreed otherwise by both parties. If delivery cannot take place within 30 days due to unavailability, FIT International BV shall inform the Customer as soon as possible. The Customer may then, within 30 days, request a refund or a replacement product of equal quality and price.
- d) In the event of late delivery, the Customer must issue a written notice of default to FIT International BV.
- e) Products must be transported and stored in accordance with the specific requirements for the product, including:
 - i. appropriate temperature and humidity conditions;
 - ii. observance of expiration dates;
 - iii. other specific instructions provided by FIT International BV.

Article 5: Payment

- a) Payment must be made in euros, via iDEAL or another payment method explicitly accepted in writing by FIT International BV.

For Consumers and unregistered businesses, full prepayment is required before dispatch takes place. For registered companies, the first order must likewise be paid in full in advance, unless expressly agreed otherwise in writing. For subsequent orders of registered companies, FIT International BV may agree in writing to delivery on account. In such cases, invoices must be paid within 14 days of the invoice date, unless a different period has been agreed in writing. The date on which the amount is credited to FIT International BV's account shall be considered the payment date.
- b) If the Customer is in default, they shall be in default by operation of law and shall owe the applicable statutory interest (statutory interest pursuant to Article 6:119 Dutch Civil Code for Consumers, or statutory commercial interest pursuant to Article 6:119a Dutch Civil Code for business Customers). For Consumers, collection costs shall also be charged in accordance with the Dutch Debt Collection Costs Act (WIK).
- c) Objections to invoice amounts do not suspend the payment obligation.
- d) FIT International BV reserves the right to refuse delivery if there are doubts about the Customer's creditworthiness or other business reasons.
- e) FIT International BV may suspend its obligations during the execution of the agreement until the Customer provides requested security.

Article 6: Retention of Title

- a) Delivered goods remain the property of FIT International BV until full payment of all outstanding amounts. FIT International BV reserves the right to request collateral if necessary.
- b) The Customer may use the products for normal business operations but may not pledge or encumber them. Any third-party claims must be reported to FIT International BV immediately.

Article 7: Complaints and Non-Conformity

This article applies to complaints regarding non-conformity, quality and (transport) damage. The Consumer right of withdrawal is separately regulated in Articles 9 to 13 and remains unaffected.

- a) The Customer is obliged to inspect the products upon delivery. Visible defects or damage must be reported in writing as soon as possible after delivery, including a description and, where possible, supporting evidence. Hidden defects must be reported within a reasonable time after discovery. For Consumers, any notification made within two months of discovery shall be deemed timely.
- b) Complaints shall, where possible, be accompanied by relevant traceability information such as order or invoice number, product name, batch/lot number and (where applicable) UDI. The Customer shall keep the products concerned, and any remaining stock, temporarily segregated (quarantined) and under the prescribed storage conditions until the investigation has been completed.
- c) FIT International BV shall assess the complaint and determine the appropriate solution depending on the nature of the issue. For minor defects (such as transport damage to packaging without any impact on product quality), a practical solution may be offered. For justified complaints concerning product quality or functionality, FIT International BV may, at its discretion, repair, replace, re-deliver or (partially) credit up to the invoice value of the product concerned.
- d) Returns will only be accepted with the prior written approval of FIT International BV and in accordance with the return instructions provided.
- e) Complaints relating to incorrectly ordered or unopened products without a quality defect are excluded from this article.
- f) Filing a complaint does not suspend the payment obligation, unless FIT International BV confirms otherwise in writing.
- g) Claims lapse if the defect results from improper use, storage contrary to instructions, use after expiry date, modifications or adjustments by the Customer or third parties, or use contrary to the IFU and/or other safety instructions provided, unless exclusion is not permitted under mandatory law.

Article 8: Conditions for the Distribution of Medical Devices

The obligations listed in this article apply to all parties involved in the (intended) distribution and resale of our products classified as Medical Devices, as defined in the Medical Device Regulation (MDR) (EU) 2017/745.

- a) Verification of received products: Distributors must ensure that products classified as Medical Devices meet the requirements of the MDR legislation (Article 14(2)) prior to distribution. If sampling is used, the method must be representative and include at least the following criteria:
 - i. Presence of the CE marking on the packaging of the Medical Device;
 - ii. Availability of a Declaration of Conformity issued by FIT International BV;
 - iii. Presence of the information provided by FIT International BV (such as a UDI code and instructions for use with safety guidance) in the language of the region of sale.

Distributors must document findings and retain them for 10 years (Article 25 MDR).

- b) **Currency of Warnings and Product Information:** Distributors must work with the most up-to-date version of warnings, instructions for use (IFUs), and other essential product information provided by FIT International BV. They are obligated to verify that the Medical Device is accompanied by the required information (Article 14(2) MDR). Any changes, updates, or additions must be immediately communicated to their customers (retailers or intermediaries). Distributors may not modify labeling or packaging, unless required for distribution in another EU country, in accordance with Article 16 MDR.
- c) **Traceability:** Distributors must apply the 'one step up, one step down' principle for Medical Devices to ensure full traceability within the supply chain. This includes:
 - i. Verifying the origin of supplied products from FIT International BV at all times;
 - ii. Informing and assisting all affected parties in the event of a quality or safety issue, recall, or corrective action.

Traceability data must be kept for at least ten years after the device has been supplied.

- d) **Storage Conditions:** Distributors must store Medical Devices according to the conditions prescribed by FIT International BV, including:
 - i. Maintaining proper temperature and humidity conditions;
 - ii. Strictly observing expiration dates;
 - iii. Complying with other specific instructions from FIT International BV.

Internal procedures must be in place to periodically verify compliance with these conditions.

- e) **Complaints and Incident Reporting:** Distributors must immediately and in writing report all complaints, deviations, or incidents relating to a Medical Device to FIT International BV. They must also have internal procedures to register and relay such reports within the supply chain (and to authorities if required), and comply with those procedures.
- f) **Compliance with Laws and Regulations:** Distributors commit to complying with all applicable laws and regulations, particularly those set out in the MDR. They must also safeguard data protection and privacy in line with the GDPR in their communications with customers. Periodic checks must be conducted to ensure full compliance with Article 14 MDR, including updates to internal procedures.
- g) **Post-Market Surveillance:** Distributors must report both complaints and relevant market signals that may affect product safety or performance and cooperate in trend analyses and corrective actions, enabling FIT International BV to meet its post-market surveillance obligations.
- h) **Recalls, Corrective Actions, and Audits:** In the event of a recall or safety-related action, distributors must immediately inform all relevant supply chain parties and actively assist FIT International BV in implementing corrective measures. FIT International BV reserves the right to conduct audits or inspections, with prior notice and on reasonable grounds, to verify compliance.

Article 9: Right of Withdrawal for Consumers

- a) A Consumer who is resident within the European Union and to whom delivery is made within EU territory may withdraw from a purchase agreement concerning a product within a withdrawal period of at least 14 days without stating any reason. The Consumer is not required to provide a reason for the withdrawal.
- b) The period mentioned in paragraph a starts on the day after the Consumer, or a third party designated by the Consumer who is not the carrier, receives the product, or:
 - i. If the Consumer ordered multiple products in the same order: the day the Consumer, or their designated third party, receives the final product. The seller may refuse orders with different delivery times if this is clearly communicated beforehand.
 - ii. If delivery of a product consists of multiple shipments or parts: the day the Consumer, or their designated third party, receives the last shipment or part;

- iii. In the case of agreements for the regular delivery of products over a specified period: the day the Consumer, or their designated third party, receives the first product.

Article 10: Obligations of the Consumer During the Withdrawal Period

- a) During the withdrawal period, the Consumer must handle the product and packaging with care. The Consumer may only unpack or use the product to the extent necessary to determine its nature, characteristics, and functioning. The guiding principle is that the Consumer may only handle and inspect the product as they would in a physical store.
- b) The Consumer is liable for any depreciation in value of the product resulting from handling beyond what is permitted in paragraph a.

Article 11: Exercising the Right of Withdrawal and Associated Costs

- a) The Consumer must notify FIT International BV of the withdrawal within the withdrawal period using the model form or another unambiguous statement.
- b) The Consumer must return or hand over the product to FIT International BV within 14 days of the withdrawal notification, following FIT International BV's instructions.
- c) The product must be returned with all accessories, in its original condition and packaging.
- d) The risk and burden of proof for timely and proper withdrawal lies with the Consumer.
- e) The Consumer bears the cost of returning the product, unless FIT International BV has stated in writing that it will cover these costs.

Article 12: Obligations of FIT International BV upon Withdrawal

- a) If FIT International BV allows electronic withdrawal notifications, it shall promptly confirm receipt of such notification.
- b) FIT International BV shall reimburse all payments received from the Consumer, including any delivery charges paid by the Consumer, without undue delay and no later than 14 days after the Consumer's withdrawal notice. Unless FIT International BV offers to collect the product itself, it may postpone reimbursement until it has received the returned product or proof thereof.
- c) FIT International BV shall use the same payment method for reimbursement as used by the Consumer, unless the Consumer agrees to a different method. The reimbursement shall be free of charge.
- d) If the Consumer opted for a more expensive delivery method than the standard, FIT International BV is not obligated to refund the additional cost.

Article 13: Exclusion of the Right of Withdrawal

FIT International BV may exclude the following products and services from the right of withdrawal, provided this is clearly stated before the conclusion of the agreement. In addition, the right of withdrawal applies exclusively to Consumers residing within the European Union and only for deliveries within the EU territory:

- a) Products that are not suitable for return due to health protection or hygiene reasons and where the seal has been broken after delivery;
- b) Products that have been irreversibly mixed with other products after delivery;
- c) Products that, after inspection, show signs of use (e.g., oil, residue) making resale impossible;
- d) Products from which part of the content has been removed (e.g., part of the balm or oil).

Article 14: Liability and Warranty

- a) FIT International BV is only liable for damages resulting directly from intent, gross negligence, or serious misconduct on its part, or if mandatory legal provisions impose liability.
- b) In cases of intent or negligence, compensation shall be limited to the sales value of the affected products.
- c) Warranties are only valid if provided in writing in advance by FIT International BV.
- d) Any claims for business interruption, indirect or consequential damage are excluded. The Customer shall indemnify FIT International BV against third-party claims for such damage.

Article 15: Internal Procedures and Compliance

- a) FIT International BV maintains a formal compliance and quality management system, in which all relevant processes and procedures related to the production, delivery, and administration of FIT Sports Balm and other products are documented.
- b) The Customer acknowledges the existence of these internal procedures and agrees to cooperate with audits or inspections deemed necessary by FIT International BV for quality assurance and regulatory compliance.
- c) Relevant documentation and reports regarding quality and compliance processes shall be made available upon request to the Customer to verify that deliveries meet agreed Specifications and legal requirements, especially those arising from the MDR.

Article 16: Force Majeure

- a) Force majeure includes any circumstance beyond the control of FIT International BV that reasonably prevents the performance of the agreement, such as war, natural disasters, epidemics, strikes, transport disruptions, and government actions.
- b) In case of force majeure, FIT International BV may fulfill its obligations within a reasonable period or, if not possible, may wholly or partially suspend or terminate the agreement.
- c) The Customer cannot hold FIT International BV liable for damages resulting from force majeure.

Article 17: Termination and Suspension

In cases of structural or serious non-compliance, FIT International BV reserves the right to immediately terminate the cooperation without liability for damages.

All claims of FIT International BV become immediately due and payable if the Customer fails to meet obligations, files for bankruptcy, applies for suspension of payments, or otherwise loses control over their assets. In such cases, FIT International BV is entitled to suspend or terminate the agreement without prejudice to its right to claim damages.

Article 18: Trademarks and Trade Names

The Customer may not use trade names, trademarks, or packaging without written permission from FIT International BV. The Customer must strictly follow all instructions from FIT International BV regarding the use of such names, trademarks, and packaging. All intellectual property rights remain with FIT International BV.

Article 19: Privacy and GDPR

FIT International BV processes personal data in accordance with applicable data protection laws (GDPR). For more information, refer to the privacy policy published on our website fitmusclecare.com.

Article 20: Applicable Law

All quotations and transactions to which these Terms and Conditions apply shall be governed by Dutch law, including statutory provisions on general conditions. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. All disputes between FIT International BV and the Customer shall be submitted exclusively to the competent court in Amsterdam, or at the discretion of FIT International BV, to the competent court in the Customer's place of residence.

In the event of a discrepancy between the English translation and the Dutch version of these terms, the Dutch version shall prevail.

Article 21: Date of Entry into Force

These General Terms and Conditions apply to all agreements as referred to in Article 2 that are concluded on or after 11 September 2025.

Article 22: Filing

These General Terms and Conditions have been filed with the Chamber of Commerce in Amsterdam, The Netherlands.