

Green Beat Nutrition

General Terms and Conditions

in their version of: October 1, 2022

1. General

The General Terms and Conditions (in the following referred to as “GTC” for short), shall apply to the sales and delivery of goods through our company Green Beat Nutrition GmbH. They are subject to all contracts in their version applicable at the time when the contracts are concluded.

Any other agreements, later alterations, amendments and side agreements which are not indicated expressly herein, shall be established in writing to become legally valid. This shall apply also to a possible agreement on the waiver of written form.

Even if they are known, deviating, contradicting or supplementing General Terms and Conditions shall not become an integral part of the contract unless validity has been agreed expressly in writing. If the customer has his own GTC, he shall agree that our GTC prevail even if the conditions of the customer remain uncontradicted.

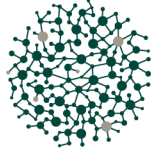
The General Terms and Conditions shall apply as framework conditions also for all other legal transactions between the contracting parties.

Within the meaning of the Consumer Protection Act, customers are both consumers and entrepreneurs. Our online shop is maintained by the company indicated at Site Notice. The customer places orders either via the online shop or analogously by using the order form.

By clicking the checkbox “I read and accept the General Terms and Conditions of Green Beat Nutrition GmbH“, or by signing the highlighted line in the form, the customer confirms that he has duly noted them and agrees to them and that he is bound by them. As a result, the GTC become an integral part of the concluded contract.

2. Ordering and conclusion of contract

Everything on offer in our online shop is subject to confirmation and must not be understood as binding. The customer declares his binding offer to buy by ordering the desired goods. A contract for the purchase of goods shall come into effect only after our explicit declaration to accept his offer to buy (“order confirmation”) or when shipping the goods to you without order confirmation.



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Technical or other changes reserved (range of services in particular).

It is particularly important to note that the acceptance and/or processing of an order must be reserved in particular in accordance with current availabilities. If a product ordered by the customer is not available, we shall inform the customer accordingly without delay. We shall not be held liable in this case as for our deliveries we depend on third-party suppliers. Of course, this applies only if the desired product has been ordered correctly on our part. If the product is not available, the customer shall declare already at this point that he shall agree to the cancellation of the contract and we shall reimburse any payments made by the customer for delivery has not been effected.

3. Prices

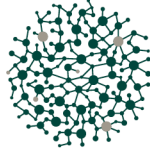
The published prices are without obligation and subject to confirmation and do not include any costs charged by third parties. All prices indicated by us are inclusive of VAT unless otherwise noted. All prices are to be understood in EURO. Shipping costs are shown separately.

4. Payment conditions, retention of title and default

The customer shall undertake to pay the full invoice amount already at the time of conclusion of the contract.

The goods shall remain our property until the full payment of the purchase price and of all costs and expenses. A resale of the goods shall be allowed only after notifying us in advance of the person's or companies' name and the exact business address of the buyer, and if we agree to the resale. If we agree, the purchase price claim is considered to be assigned to us, and we are entitled anytime to inform the garnishee of this transfer. In case of default, we are entitled to raise claims under the retention of title clause. It is agreed that raising claims under the retention of title clause is not considered an avoidance of contract unless we announce withdrawal of the contract explicitly.

In case of the customer's default in payment we are entitled to charge interest on arrears at the rate prescribed by the law and, moreover, to claim reimbursement of the necessary and appropriate reminder fees and collection costs.



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5. Shipping, default in acceptance, transfer of risk

After receipt of the invoice amount, we will proceed without delay to ship the goods by post to the address you indicated. The usual shipping time is 5 to 7 workdays. Minor shipping time delays (of up to 7 days) must be accepted by the customer without having a right to raise claims for damages or to withdraw from the contract.

If the customer failed to accept the goods as agreed (default in acceptance), we are entitled to insist on the fulfilment of the contract and to store the goods at our company at the customer's expense and risks. This case given, the customer shall pay a storage fee of 0.1% of the gross invoice amount per calendar day commenced. As an alternative, we are entitled to withdraw from the contract after allowing a reasonable time and to make other use of the goods. In this case, too, the customer shall pay the aforementioned storage fee for the period between the putting in store and reselling of the goods.

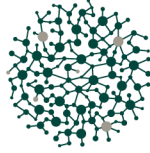
Unless otherwise stipulated, shipping is not insured; and organized at the seller's choice; and the incurring costs shall be paid by the customer. For customers being active as entrepreneurs, the following applies: Shipping is organized at the risk of the buyer. Risk is transferred to the buyer once the goods have been handed over to the persons carrying out transportation. In case of consumer contracts, the risk of loss or damage to the goods being shipped by us, shall be transferred to the consumer when the goods have been handed out to the latter or to a third person designated by him.

6. Liability for defects, warranty, laesio enormis and voidability due to error

For customers being active as entrepreneurs, the following shall be stipulated:

Liability for defects shall be limited to 6 months by mutual agreement. The presence of defects must be proved by the buyer. Art. 924 p. 2 General Civil Code (ABGB) shall not be applicable. In case of defects, the buyer shall notice the seller immediately by specifying them in writing. If a notice of defects is not made in good time, the goods shall be considered accepted.

Applying Art. 934 General Civil Code (ABGB, "Laesio enormis") shall be excluded by mutual agreement according to Art. 351 Austrian Commercial Code (UGB). The buyer and seller shall both renounce the right to contest legal transactions due to error in the meaning of Art. 871 General Civil Code (ABGB).



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If the customer is consumer in the meaning of Art. 1 Consumer Protection Act (KSchG), the legal warranty terms shall apply.

7. Right of withdrawal

In case of a distance contract or contracts concluded outside our premises, the customer (provided that he is consumer in the meaning of Art. 1 Consumer Protection Act (KSchG)) shall be entitled to withdraw from the contract within a period of 14 days without giving reasons. Time begins to run when the customer has received the complete delivery.

Please send your withdrawal note to the following e-mail address: office@braingood.eu

8. Product liability

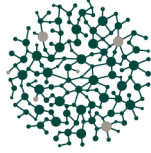
Possible recourse claims against us from contractual partners or third parties under the title of “product liability in the meaning of the Product Liability Act (PHG), shall be excluded, unless the recourse claimant proves that the error has been caused in the sphere of our company and that it happened at least on account of gross negligence.

9. Damages

Apart from damage to persons, we shall be held liable just if the aggrieved party proves to us an act of gross negligence. With the exception of consumer business, the following shall apply: It is the aggrieved party who shall prove the act of gross negligence. Claims must be raised within a period of 6 months starting from the time when information about damage and the injuring party have been made known. Otherwise, they are past the statute of limitations.

10. Offsetting

Offsetting of counterclaims whatsoever against our claims shall be excluded. This shall not apply for consumers (Art. 1 Consumer Protection Act (KSchG)) in case of our insolvency and for



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counterclaims being connected with our claims, claims determined by court ruling or claims accepted by us. In such cases, offsetting shall be possible for consumers.

11. Applicable law

This contract is subject to Austrian substantive law. Application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.

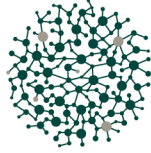
12. Place of jurisdiction

Any disputes resulting from this contract are subject to jurisdiction of the competent court of the place where our company has its registered head office. However, we are also entitled to file a lawsuit at the general place of jurisdiction of the contracting partner.

(Applicable just for trials in which the customer is consumer and defendant:) All lawsuits resulting from disputes arising out of this contract and being filed against a consumer being a domestic resident, having a domestic usual place of residence or place of employment, are subject to the court of jurisdiction where the consumer is a domestic resident or has a domestic usual place of residence or place of employment. For consumers who do not have a place of residence in Austria when the contract is concluded, the legally prescribed places of jurisdiction shall apply.

13. Product information

Dietary supplements can be taken to complement nutrients and vital substances. However, they cannot replace a varied and balanced diet and healthy living or any pharmaceuticals. If the recommended dose is not exceeded, dietary supplements do not have any adverse effects in a healthy adult. If a customer is suffering from a disease or pregnant or breastfeeding, the use of the products must be discussed with a physician first. Keep dietary supplements always out of the reach of children.



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14. Force majeure

If it is not possible to fulfill the obligations resulting from a purchase contract on account of cases of force majeure or circumstances which are beyond our control (for example in connection with Covid19 or circumstances resulting from acts of war), we shall not be held liable. This case given, the contract shall be deemed terminated by mutual agreement. Services rendered shall be refunded accordingly.

15. Equal treatment

Despite the express commitment of Greenbeat Nutrition GmbH in terms of equal treatment of sexes, no distinction has been made between male and female in these General Terms and Conditions in order to enhance readability. Terms meant for persons are understood to encompass all sexes, of course.

16. Data protection

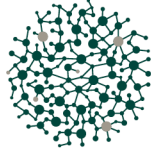
The customer gives his consent that also the personal data shown in the purchase contract are saved and processed by us EDP-supported for the fulfillment of this contract.

17. Copyright

Copying our General Terms and Conditions, our data protection declaration or our website is allowed with our prior written permission only.

18. Severability clause

If some regulations of these General Terms and Conditions do not have a legal effect in their entirety or in parts, or if they lose their legal effect at a later time, the legal force of the General Terms and Conditions will not be affected otherwise. The contracting parties shall undertake to



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replace the invalid or unenforceable provision by a valid and enforceable provision with one which comes closest to the intended purpose of the invalid or unenforceable provision.