

GENERAL CONDITIONS OF SALE AND SUPPLY

WW Health Technology B.V.

Chamber of Commerce number 59393475

Article 1 - Definitions

- 1.1 Under "WW Health Technology B.V." in these conditions is taken to mean: The WW Health Technology B.V. based in and with registered offices in Nuland.
- 1.2 Under "Customer" in these conditions is taken to mean: the natural person, legal person or (cooperative) undertaking which, with regard to the supply of services and/or goods by WW Health Technology B.V. or the carrying out of other duties, has entered into an agreement with WW Health Technology B.V..
- 1.3 Under "Parties" in these conditions is taken to mean: WW Health Technology B.V. and the Customer.
- 1.4 Under "Agreement" in these conditions is taken to mean: every agreement between the Customer and WW Health Technology B.V. for the supply of services and/or goods by WW Health Technology B.V. with respect to the requirements of the Customer.
- 1.5 Under "Website" in these conditions is taken to mean: www.floww.com

Article 2 - Applicability

- 2.1 These General Conditions are applicable to all tenders, commissions and Agreements with WW Health Technology B.V..
- 2.2 Notification of these General Conditions can take place in the following ways: on the (reverse) of headed paper, by tender, confirmation of order, e-mail, invoice and on the Website.
- 2.3 Agreements that deviate from or are in addition to these General Conditions are only binding if they have been agreed upon in writing or by email and only apply on a one-off basis.
- 2.4 The applicability of any General Conditions made use of by the Customer are hereby expressly rejected.
- 2.5 With respect to matters that WW Health Technology B.V. is involved in through third Parties with regard to the applicable (contract and/or guarantee) stipulations for transactions, these are also applicable to the Agreement between WW Health Technology B.V. and the Customer, should and in as much as WW Health Technology B.V. requests these to apply.
- 2.6 In the case where these General Conditions are drawn up in a language other than Dutch, in any disputes the Dutch text will always take precedence.
- 2.7 Any annulment or voiding of one of the stipulations of the Agreement and/or these General Conditions allows the validity of the remaining part of the Agreement and/or these General conditions to remain in force. In place of the annulled or voided section the stipulation applies that is closest to the legally permissible alternative which would have been applicable should the Parties have accepted that section which has been annulled and voided.
- 2.8 Should WW Health Technology B.V., in such a case occurring, elect not to apply strict compliance with the General Conditions, this does not as a consequence mean that these General Conditions will not be applicable or that WW Health Technology B.V. will lose their right to apply strict compliance with the General Conditions in the future for similar or dissimilar cases.

Article 3 - Offers

- 3.1 All offers made by WW Health Technology B.V., whether carried out on the Website or not, can be retracted, this also applies should a notice period for acceptance have been set.
- 3.2 All offers, pricing, cost assessments, etc of WW Health Technology B.V., whether given verbally, in writing, over the telephone, by fax, through the internet, by e-mail or in another way are given entirely without obligation and can therefore be retracted even after the Customer has accepted the offer.
- 3.3 All information and/or specifications supplied for an offer or tender, etc are always estimates and are only binding for WW Health Technology B.V. should this have been expressly stated and committed to paper using these words.
- 3.4 Should a tender, etc by WW Health Technology B.V. not be confirmed in the form of a written unconditional acceptance within 30 days of being issued or after an otherwise stated period, this offer automatically lapses.

Article 4 - Agreements

- 4.1 An agreement between the Parties comes into being at the moment when WW Health Technology B.V. confirms the Customer's order by email.
- 4.2 Agreements with subordinate members of staff (other intermediaries or temporary assistants) of WW Health Technology B.V. do not bind WW Health Technology B.V. to these agreements in as much as these have not been confirmed in writing by the management of WW Health Technology B.V..
- 4.3 The written confirmation or email from WW Health Technology B.V. is deemed to state the Agreement fully and accurately.
- 4.4 Should an agreement be brought about by making use of electronic forms of communication, the absence of an original signature does not in any way diminish the binding power of the Agreement.
- 4.5 In the case of misunderstandings, delays or the incomplete transfer of data or messages as a result of the use of any method of communication between

WW Health Technology B.V. and the Customer or between WW Health Technology B.V. and third parties, in as much as these relate to WW Health Technology B.V. and the Customer, WW Health Technology B.V. is not liable unless there is a question of deliberate intent or gross negligence on the part of WW Health Technology B.V..

- 4.6 Should WW Health Technology B.V. enter into an agreement with two or more persons or legal persons, then each of these (legal) persons are the main person responsible for compliance with the obligations which are a consequence of this agreement with respect to WW Health Technology B.V..
- 4.7 WW Health Technology B.V. retains the right to call in third Parties to carry out the Agreement made with the Customer should this, in all reasonableness, be required. All costs and risks associated with this are to be borne by the Customer.
- 4.8 WW Health Technology B.V. retains the right to partially or fully dissolve the Agreement that has been entered into without recourse to legal measures, should the Customer request (provisional) suspension of payment, should bankruptcy procedures be instigated against the Customer, should the commissioned job, in all reasonableness, not (no longer) be able to be completed, should the Customer die, or should the Customer be remiss in the provision of information which WW Health Technology B.V. requests from the Customer or that is needed within the framework of the Agreement that has been entered into. Should the Agreement be dissolved by WW Health Technology B.V. for one of the above stated reasons the Customer will automatically be liable to recompense WW Health Technology B.V. for internal costs incurred and loss of profit amounting to 25% of the agreed reimbursement with a minimum charge applicable of 500.00 Euros. Furthermore the Customer will reimburse all other costs incurred by WW Health Technology B.V. for the preparations made or execution of those duties carried out as well as all damages incurred by WW Health Technology B.V.. In as much as WW Health Technology B.V. (on the basis of one of the aforementioned grounds) should dissolve an agreement that has been entered into by the Parties, WW Health Technology B.V. is under no obligation to make any payment by way of recompense to the Customer for whatever cause whatsoever. That which is stated in this section does not apply to agreements with consumers.
- 4.9 The right of the Customer with respect to the execution of the Agreement which is a consequence of the Agreement of the Customer with WW Health Technology B.V. is non-transferable without prior written permission of WW Health Technology B.V..

Article 5 - Delivery and delivery deadlines

- 5.1 The delivery deadlines stated by WW Health Technology B.V. are, as far as possible, based on the circumstances prevailing at the time of the signing of the Agreement. They are neither binding nor final.
- 5.2 Exceeding the delivery deadlines that WW Health Technology B.V. has agreed with the Customer does not give cause for the Agreement to be dissolved unless WW Health Technology B.V. is in default for more than 30 days.
- 5.3 The Customer will take receipt of the goods and/or services as soon as WW Health Technology B.V. offers these. Should the Customer not comply with the aforementioned obligation WW Health Technology B.V. can, irrespective of their entitlement to enforce compliance, dissolve the Agreement.
- 5.4 The goods sold by WW Health Technology B.V. will be delivered from the storage depot of WW Health Technology B.V.. The risk for the goods is transferred to the Customer immediately the goods leave the storage depot or as soon as the goods have been separated off for the Customer and a message has been sent that the sold goods are ready for delivery. The risk of transportation is borne by the Customer. That stipulated in this section does not apply to agreements with consumers.

Article 6 - Prices

- 6.1 The agreed upon prices are exclusive of VAT unless expressly indicated otherwise.
- 6.2 WW Health Technology B.V. retains the right to pass on to the Customer after the date of tender or confirmation of order any changes that determine the cost price and over which WW Health Technology B.V., in all reasonableness, can exercise no control, such as increases or rises in cost prices, excise duties, social levies, insurance premiums, toll rates, dispatch/transportation costs or turnover taxation, even should a set price have been agreed upon. That stipulated in this section does not apply to agreements with consumers.
- 6.3 Any transportation costs, forwarding costs, costs of insurance and all other costs incurred for supply will be expressly confirmed in writing by WW Health Technology B.V..

Article 7 - Payment

- 7.1 Unless indicated otherwise in writing by WW Health Technology B.V., payment is to be made in advance.
- 7.2 Payment should take place, should WW Health Technology B.V. not indicate otherwise, by payment into the bank account stated by WW Health Technology B.V..
- 7.3 Payment is to be made in Euros unless stated otherwise.

- 7.4 WW Health Technology B.V. may in the future extend the options available for payment. New methods of payment and the conditions associated with them will be made known through the Website.
- 7.5 Payments by the Customer will, in all cases, first be used to meet any interest charged for delayed payment and (extra) judicial collection costs and will then be used to reduce the oldest outstanding demand, even should the Customer state that the payment concerns a later demand or another charge.
- 7.6 The Customer is, without formal notice having been served, in default purely by missing the due date of payment. Should WW Health Technology B.V., in all reasonableness, have reason to doubt that the Customer will strictly comply with their obligations the demands of WW Health Technology B.V. are immediately due for collection, irrespective of any payment terms that have been agreed upon.
- 7.7 During the period the Customer is in default the outstanding demands for payment will incur interest for delayed payment of 1.5% per month or part thereof. At the end of every year the amount on which the delayed payment interest applies will be added to the annual interest incurred.
- 7.8 Extrajudicial expenses and legal costs incurred for collection activities in addition to the principle amount, the delayed payment interest, those actual costs incurred for collection and process costs by WW Health Technology B.V. will be charged to the Customer.
- 7.9 Should the Customer be in default with any payment, WW Health Technology B.V. can suspend performing their duties, whilst without recourse to law they may dissolve the Agreement.

Article 8 - Additions and amendments

- 8.1 Additional agreements or amendments to the Agreement are only binding for WW Health Technology B.V. when these have been confirmed in writing or by email.
- 8.2 Additional agreements, amendments or external circumstances over which WW Health Technology B.V. has no influence, can result in an extension to the planned time scale.
- 8.3 Extra work and costs on the part of WW Health Technology B.V. as a consequence of additional agreements or amendments or external circumstances over which WW Health Technology B.V. has no influence may be passed onto the Customer.

Article 9 - Customer details

- 9.1 The details of the Customer will be stored in the files of WW Health Technology B.V.. These details will be used in order to carry out the order of the Customer.
- 9.2 The Customer may at all times have access to their details that are stored in the files of WW Health Technology B.V.. Such a request can be submitted by email, via the email address: info@floww.com. The Customer is entitled to ask for changes to be made to the details should these details not be correct.
- 9.3 By placing an order the Customer has at the same time given WW Health Technology B.V. permission to request the personal details of the Customer from the population register.
- 9.4 The personal details supplied to WW Health Technology B.V. will be used for the assessment, signing of and implementation of an order or in order to manage the client relationship which develops from this, inclusive of any marketing activities which are organised by WW Health Technology B.V., the collection of outstanding demands, to counter fraud and to meet legal obligations.

Article 10 - Reservation of Ownership

- 10.1 WW Health Technology B.V. retains entitlement to all property supplied to the Customer until the purchase price, including future fees, for all property has been paid in full. At the same time the rights are retained for the demands that WW Health Technology B.V. may have with respect to the Customer due to shortcomings of the Customer in one or more of their other obligations with respect to WW Health Technology B.V.. So long as the property has not been transferred to the Customer, the Customer may not make use of, expend, sell, pledge or grant rights to a third party. Property that has been delivered and through payment has become the property of the Customer and other property that is in the hands of WW Health Technology B.V., is collateral for these demands, which WW Health Technology B.V. may apply for whatever reason with respect to the Customer (retaining the non-possessory right of pledge).
- 10.2 The Customer will take proper care of property delivered under the reservation of ownership and will recognise it as remaining the property of WW Health Technology B.V.. The Customer will insure the property against all normal risks for the duration of the reservation of ownership. The Customer does hereby empower WW Health Technology B.V. on behalf of the Customer to pledge all their claims that arise from the insurer from the above stated insurance in favour of WW Health Technology B.V. under the terms of Article 3:239 of the Dutch Civil Code in order to ensure the greater security of the demands of WW Health Technology B.V. with respect to the Customer. Should the Customer fall short with respect to their obligations for payment to WW Health Technology B.V. or WW Health Technology B.V. have good grounds to be concerned that they will fall short with regard to their obligations, WW Health Technology B.V. may at any point in time repossess the property under the reservation of ownership clause. After repossession the Customer will be credited with the market value (on the

basis of the cost price), which in no case will be greater than the original purchase price, with deductions being applied for any repossession costs.

Article 11 - Services

11.1 In the case of the delivery of services the following additional conditions apply:

- a. Advice is only supplied at the request of the Customer and is entirely at the Customer's risk;
- b. Advice is provided to the best of our knowledge but does not involve a guarantee howsoever this may be termed;
- c. Advice is not intended and is not recommended as replacing professional medical advice;
- d. It is not permitted for the Customer to make use of advice given to them for purposes that contravene the law, good morals, public order, the Agreement and these General Conditions;
- e. It is not permitted for the Customer to sell advice to third Parties or to transfer such advice, unless WW Health Technology B.V. has expressly granted written permission for this;
- f. It is not permitted for the Customer to copy details of the advice or to otherwise reproduce such advice other than for their own use;
- g. WW Health Technology B.V. expressly reserves the right to withhold advice from a Customer when such actions would contravene the preceding statements.

Article 12 - Complaints

- 12.1 The Customer will immediately check the delivered item on delivery to ascertain whether it differs from that which has been agreed.
- 12.2 Any complaints must be reported with precise and detailed noting of the facts concerning the complaint and must be instigated no later than 7 days after the actual delivery, being submitted by fax to WW Health Technology B.V., if this does not take place then the Customer is deemed to have irrevocably and unconditionally accepted the delivery/service provided.
- 12.3 All rights of complaint lapse immediately the Customer should make use of the delivered item for a purpose other than that, from objective criteria, it is intended for or for another purpose that WW Health Technology B.V., in all reasonableness, could not have envisaged it being employed for.
- 12.4 Complaints are not permitted with respect to the usual or slight variations in colour, qualities, composition, thickness, quantity, etc in this sector of trade.
- 12.5 WW Health Technology B.V. is only obliged to acknowledge complaints submitted should the Customer have met all their contractual obligations, of whatever nature, with respect to WW Health Technology B.V.. The Customer cannot suspend their obligations or offset these obligations in connection with a complaint submitted by them.
- 12.6 Should the complaints of the Customer, taking into account that stipulated above, be grounded, WW Health Technology B.V. will, after discussions with the Customer, ensure that an item or service of a similar or comparable nature will be re-provided within a reasonable period of time. The Customer will retain in good order for a period of time for subsequent checking or pass on to WW Health Technology B.V. such items or parts or in the case of services such items provided. Full or partial dissolution of the Agreement by the Customer is only possible with the cooperation of WW Health Technology B.V..
- 12.7 Should the complaints of the Customer, taking into account that stipulated above, be grounded, but the re-supply of the goods or services not be possible within a reasonable period of time, WW Health Technology B.V. is entitled to provide the goods or service that is the closest possible match or to apply a reasonable price reduction. Full or partial dissolution of the Agreement by the Customer is only possible with the cooperation of WW Health Technology B.V..

Article 13 - Returns

- 13.1 The Customer has the right to return those items delivered within seven working days of having actually received them without having to provide a reason and without the Customer having to pay a penalty. In this case the Customer is to return the goods in an undamaged and unused state in the way described on the Website. In such a case the Customer is entitled to a reimbursement of the costs they have incurred to return the item. Reimbursement of the amount paid will take place as quickly as possible and in any case within thirty days of the item having been returned. That which is stipulated in this section is only applicable to agreements with consumers.
- 13.2 Costs for returning items are to be borne by the Customer.
- 13.3 The costs and risks involved in returning items are to be borne by the Customer.
- 13.4 WW Health Technology B.V. is entitled to reject returns that are sent too late and/or would appear to have been returned without proper grounds as well as those for which postage has not been paid for in advance.
- 13.5 Should WW Health Technology B.V. store the goods that have been returned late or otherwise keep these in their possession then this is at the risk and expense of the Customer. These measures can at no time be seen as approval or acceptance with respect to the returned item.

Article 14 - Liability and Guarantee

- 14.1** In the case of shortcomings occurring within the legal relationship to which these General Conditions apply, WW Health Technology B.V. is, with the exception of their deliberate intent or gross negligence, not liable for any damage due to interruption to business, damage to property, personal injury or any other damage of whatever nature either directly or indirectly which may occur with regard to the Customer or third Parties. WW Health Technology B.V. is at most obliged to replace the goods or service, and should it not be possible in all reasonableness to make replacement a reasonable price reduction should be applied.
- 14.2** Any liability of WW Health Technology B.V. is limited to damages that are the possible consequence of reimbursement as is compulsorily provided for and with a maximum amount being, where necessary, that amount due under the liability insurance taken out, with the addition of the amount of the policy excess that, under the conditions of the policy, is not borne by the insurance provider.
Should, for whatever reason, no payment be made due to the above mentioned insurance, all liability is limited to the goods in question or in such cases the net invoiced amount as billed by WW Health Technology B.V..
- 14.3** Without prejudice to that which is stipulated elsewhere in these General Conditions, WW Health Technology B.V. does at no point have any further liability for goods or services involving third Parties other than in as much as these third Parties may offer legal redress with respect to WW Health Technology B.V..
- 14.4** WW Health Technology B.V. is not liable should the Customer not promptly ascertain or could have ascertained any damage within 5 days and reported this in writing to WW Health Technology B.V..
- 14.5** WW Health Technology B.V. stipulates all legal and contractual means of defence that they have recourse to in order to defend their own liability with regard to the Customer, this equally applies with respect to their subordinates and non-subordinates for whose behaviour they would be responsible for as a consequence of the law.
- 14.6** Without prejudice to that which is stipulated elsewhere in these General Conditions, any (legal) actions should be brought to court no later than 1 year after the date of delivery, on pain of loss of the related right.
- 14.7** WW Health Technology B.V. gives no guarantee that any physical or mental complaints will be diminished or disappear by making use of Floww products.

Article 15 - Indemnity

- 15.1** The Customer will entirely indemnify WW Health Technology B.V. against all forms of liability which third parties may bring against WW Health Technology B.V. with respect to goods or services provided by WW Health Technology B.V., in as much as the liability does not rest on these conditions for WW Health Technology B.V..

Article 16 - Force majeure

- 16.1** Under force majeure ("non-accountable shortcoming") is to be understood in this case as meaning: All circumstances beyond the power of the Parties, any unforeseen circumstances due to which compliance with the Agreement by WW Health Technology B.V. can in all reasonableness not (no longer) be expected by the Customer.
- 16.2** Under force majeure of WW Health Technology B.V. is to be taken to mean: strikes, above average sick leave of staff at WW Health Technology B.V., fire, sabotage, government intervention, computer and telephone break downs at WW Health Technology B.V., unusual increases in prices, problems with suppliers, transport agents and unintentional breakdowns or hindrances due to which the execution of the Agreement becomes more costly and/or is more difficult to carry out, such as storm damage and/or other natural disasters, as well as non-fulfilment ("accountable shortcoming") by temporary staff of WW Health Technology B.V. or the Customer, due to which WW Health Technology B.V. cannot (no longer) meet their obligations (in a timely manner) with respect to the Customer.
- 16.3** Should a force majeure situation occur, WW Health Technology B.V. can suspend the execution of the Agreement or definitively dissolve the Agreement; the Customer may also do this after WW Health Technology B.V. has first been in default of meeting their obligations for a period of 30 days. When the Agreement is dissolved due to force majeure WW Health Technology B.V. is not liable to make reimbursement for damages.
- 16.4** WW Health Technology B.V. can demand payment for duties carried out for the Agreement in question prior to the circumstances which result in force majeure occurring.
- 16.5** WW Health Technology B.V. can also call upon force majeure should the circumstance that causes the force majeure occur after their duties should have been carried out.

Article 17 - Export

- 17.1** Deliveries will take place exclusively in the Netherlands.
- 17.2** The Customer will comply with all (Export) laws. The Customer will (1) export no Products to any country that would be in contravention with any export law, and (2) will not export any Products to countries for which an export licence is required or another form of government approval is required without the Customer first obtaining all the necessary licences or approval. The Customer guarantees they are not located in, not under the control of, do

not possess the nationality of or are not an inhabitant of any country for which the export of Products is prohibited by an export law.

Article 18 - Judicial proceedings, applicable law and disputes

- 18.1** All legal relationships between the Parties are subject exclusively to Dutch law.
- 18.2** The conditions of the Vienna Sales Convention are not applicable, nor are any other existing or future regulations in the matter of the sale of moveable tangible goods for which their operation can be excluded by the Parties.
- 18.3** All disputes which may arise between the Parties will, where so required, at the (free) choice of WW Health Technology B.V., exclusively be determined by the Court of Rotterdam, in as much as the disputes fall under the competence of the (Summary Trial Judge) of a court ruling in the matter of civil cases.