

## Terms and conditions

### Outdoor Fanatics Europe B.V.

#### Article 1 Definitions

- 1.1 These terms and conditions shall use the following terms in the following meaning, unless expressly stated otherwise or shown otherwise in the context:
- a. Outdoor Fanatics: the user of these terms and conditions: Outdoor Fanatics Europe B.V. located at Hoogstraat 1 in Woudrichem, registered with the Chamber of Commerce under number 69830096;
  - b. customer: the legal person or natural person who acts in the pursuit of his profession or his business and who has entered into an agreement with Outdoor Fanatics;
  - c. agreement: the agreement between Outdoor Fanatics and the customer;
  - d. product: the product supplied by Outdoor Fanatics under the agreement;
  - e. website: the website [www.eurosportnutrition.com](http://www.eurosportnutrition.com) managed by Outdoor Fanatics;
  - f. b2b portal: the closed part of the website which is for resellers;
  - g. order portal: the closed part of the b2b portal where the customer can place orders at Outdoor Fanatics;
  - h. account: the customer's account on the b2b portal and the customer's account on the order portal;
  - i. licensor: the company called "Eurosport" which owns the brand "Eurosport nutrition" and which has granted Outdoor Fanatics the license to use this brand.
- 1.2 Unless the context shows otherwise, defined concepts in the singular also refer to the plural and vice versa.

#### Article 2 General

- 2.1 These terms and conditions apply to all agreements between Outdoor Fanatics and the customer.
- 2.2 Any deviations from these terms and conditions are valid only if they have been expressly agreed in writing or by e-mail.
- 2.3 The applicability of any purchase or other terms of the customer is expressly rejected.
- 2.4 If these terms and conditions have once applied to a legal relationship between Outdoor Fanatics and the customer, then the customer shall be deemed to have agreed in advance to the applicability of these terms and conditions to the agreements subsequently concluded and future agreements.
- 2.5 If one or more of the provisions in these terms and conditions are annulled or could be annulled, the other terms and conditions of these terms and conditions shall continue to apply in full. In that case, Outdoor Fanatics has the right to replace a provision with one that is not unreasonably burdensome to the customer and that is as close as possible to the annulled provision.
- 2.6 If Outdoor Fanatics does not always require strict compliance with these terms and conditions, it does not mean that its provisions do not apply, or that Outdoor Fanatics would to some extent lose the right to require strict compliance with the provisions of these terms and conditions in other cases.
- 2.7 Outdoor Fanatics has the right to change these terms and conditions. The customer will be informed in writing via e-mail of the amended terms and conditions. The amended terms and conditions apply to all orders placed by the customer after the customer has been notified of the amended terms and conditions.

#### Article 3 Offers and pricing

- 3.1 Every offer of Outdoor Fanatics is non-binding.
- 3.2 Outdoor Fanatics is not bound by its offer if there are any obvious errors in its publications or messages or on the website.
- 3.3 The assortment of Outdoor Fanatics can be changed at any time.
- 3.4 Listed prices do not automatically apply to future orders.
- 3.5 Listed prices are in euros, excluding VAT, excluding any shipping costs, excluding any customs costs and excluding any administration costs.
- 3.6 Outdoor Fanatics has the right to adjust its prices from time to time.

- 3.7 The prices visible in the order portal apply specifically to the customer and third parties cannot derive any rights from these prices.

#### **Article 4 Conclusion of the agreement and refusal of order**

- 4.1 The agreement is concluded when the customer:
- a. Has placed an order via e-mail at Outdoor Fanatics; or
  - b. Is logged in to the order portal and has successfully completed the ordering process of the order portal.
- 4.2 After the agreement has been reached via e-mail, Outdoor Fanatics will send the customer a confirmation of the order via email. If the customer has not received a confirmation email from Outdoor Fanatics, Outdoor Fanatics advises the customer to check his junk mail and can contact Outdoor Fanatics to check that the order has been received in good order.
- 4.3 After the agreement has been concluded via the order portal, the progress of the order is visible in the customer's account.
- 4.4 If the value of the order is below the minimum order value agreed with the customer, Outdoor Fanatics has the right to refuse the order. The customer is informed of such refusal via e-mail.

#### **Article 5 Account**

- 5.1 In order to create an account for the b2b portal, the customer must submit a request to Outdoor Fanatics. Then outdoor fanatics will check whether the customer is a dealer of Outdoor Fanatics. If this is the case, the customer will receive login details so that he can create an account.
- 5.2 The customer receives a confirmation of the activation of the account via e-mail.
- 5.3 The account is not transferable.
- 5.4 The customer is responsible for his account and login details at all times. The customer must keep his login details carefully to himself. The customer is responsible for all actions, including orders, that are carried out through his account.
- 5.5 If the customer notices that an unauthorized third party is using his account, the customer should notify Outdoor Fanatics as soon as possible so that Outdoor Fanatics can block the account.
- 5.6 If the customer has forgotten the password of his account, via the website the customer can click that he wishes to receive an e-mail that allows him to change his password.
- 5.7 If Outdoor Fanatics detects or suspects that the account is being misused, then Outdoor Fanatics is entitled to block the account. The customer is informed of such a block via e-mail.

#### **Article 6 Changes and cancellations**

- 6.1 Changes to the agreement will only be in force if the changes have been expressly accepted by Outdoor Fanatics.
- 6.2 Changing the agreement may have an impact on the agreed price and on the delivery time.
- 6.3 An order placed cannot be cancelled.

#### **Article 7 Implementation of the Agreement**

- 7.1 Outdoor Fanatics will carry out the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship, on the basis of the state of science known at that time.
- 7.2 Outdoor Fanatics has the right to have the agreement (partly) executed by third parties.

#### **Article 8 Delivery and transport costs**

- 8.1 The products are delivered to the address provided by the customer.
- 8.2 Outdoor Fanatics has the right to deliver an order in sections.
- 8.3 The customer is obliged to receive the delivered products. Any overrun of the delivery period does not detract from that.
- 8.4 If the customer refuses to accept the order, Outdoor Fanatics is entitled to store the products at the customer's expense and risk.
- 8.5 After the delivery of the products to the address provided by the customer, the products are entirely at the customer's expense and risk.
- 8.6 The transport costs are charged to the customer in accordance with the specific agreements made by Outdoor Fanatics and the customer.

## **Article 9 Delivery**

- 9.1 Delivery time can never be considered a final deadline. Exceeding the delivery time does not give the customer the right to cancel the order, to damages or any other form of compensation. If Outdoor Fanatics knows or suspects that it cannot deliver in time, Outdoor Fanatics will inform the customer as soon as possible.
- 9.2 If the customer is (partly) invoiced in advance, the delivery period starts when Outdoor Fanatics has received the payment from the customer.
- 9.3 In the event that a delivery period agreed with the customer is exceeded as a result of an event that is in fact beyond the control of Outdoor Fanatics and cannot be attributed to its actions and/or omissions, as among other things defined in article 15, this period shall be automatically extended by the period with which it was exceeded as a result of such an event.

## **Article 10 Invoicing and payment**

- 10.1 The customer's first order is billed in advance. Follow-up orders are billed after the customer receives the shipment with the products.
- 10.2 Invoicing is done via e-mail.
- 10.3 The customer must pay the invoices received from Outdoor Fanatics within 30 days of the invoice date.
- 10.4 Payment must be made without a discount or settlement.
- 10.5 If the customer does not pay on time, the customer is in default and the statutory commercial interest rate is charged to the customer from the overrun to the payment of the full amount due. All legal and extrajudicial collection costs that Outdoor Fanatics incurs to collect the claim on the customer are at the expense of the customer. The out-of-court collection costs are set at 15% of the principal with a minimum of € 100,
- 10.6 If the customer has not fulfilled his payment obligations in time, Outdoor Fanatics is entitled to suspend the fulfilment of the obligations to deliver to the customer until the payment has been made or proper security has been provided for it. Outdoor Fanatics is not liable for any damage the customer suffers as a result of this suspension.
- 10.7 In the event of liquidation, bankruptcy, seizure or suspension of payment from the customer, the claims of Outdoor Fanatics on the customer are immediately payable.
- 10.8 Each payment by the customer is first and foremost for the settlement of the interest due and then for the settlement of the costs incurred on the recovery. Only after payment of these amounts will any payment by the customer serve to settle the outstanding principal.
- 10.9 Complaints do not suspend the customer's obligation to pay.

## **Article 11 Customer's obligations**

- 11.1 The customer shall ensure that all data, which Outdoor Fanatics indicates are necessary or which the customer reasonably understands are necessary for the performance of the contract, are made available to Outdoor Fanatics in good time.
- 11.2 The customer is committed to the accuracy, completeness and reliability of the data he provides, even if it comes from third parties.
- 11.3 If the data provided by the customer is incomplete and/or incorrect, this is entirely at the customer's expense and risk.
- 11.4 The customer is required to inform Outdoor Fanatics without delay of any facts or circumstances that may be relevant to the implementation of the agreement.
- 11.5 Only the customer is responsible for complying with all legal and otherwise applicable regulations in the country in which the customer is located in connection with the handling, transportation, retention, resale and use of the products in any way.
- 11.6 The customer exempts Outdoor Fanatics from any claims made by third parties, which are injured in connection with the performance of the contract and which is attributable to the customer.

## **Article 12 Retention of title**

- 12.1 The ownership of the products, notwithstanding the actual delivery, shall not be transferred to the customer until he has fully paid all that he owes or will owe to Outdoor Fanatics in respect of products delivered or to be delivered under an agreement, including the purchase price, any interest and costs due under these terms and conditions or the agreement.
- 12.2 In the case of the supply of identical, non-individualisable products, the batch of products belonging to the oldest invoices shall always be deemed to have been sold first. The

- retention of title therefore always rests on all delivered products that are still in the stock, shop and/or contents of the customer at the time of invoking retention of title.
- 12.3 As long as ownership of the products has not passed on to the customer, the customer may not:
- a. Pawn the products;
  - b. Grant any other right thereto to third parties;
  - c. Resell the products outside of normal business.
- 12.4 The customer is obliged to keep the products delivered under reservation of ownership with due care and as recognizable property of Outdoor Fanatics. The customer must always do everything that can reasonably be expected of him in order to secure the property rights of Outdoor Fanatics.
- 12.5 If the customer fails to fully comply with his obligations to Outdoor Fanatics and, in the event of the termination of the contract, under any circumstances, Outdoor Fanatics is entitled to withdraw all products on which the reservation of ownership rests, without prior notice of default or judicial intervention, without prejudice to Outdoor Fanatics' right to full compensation.
- 12.6 If Outdoor Fanatics wishes to make use of its right, as defined in this article, then the customer is obliged to grant Outdoor Fanatics access to all locations where the Outdoor Fanatics products are located.
- 12.7 In the event of seizure, suspension of payment or bankruptcy, the customer will immediately inform Outdoor Fanatics and will indicate to the seizing bailiff, the administrator or the liquidator the (ownership) rights of Outdoor Fanatics.
- 12.8 The provisions mentioned in this article do not affect the other rights accruing to Outdoor Fanatics.

#### **Article 13       Complaints**

- 13.1 The customer is obliged to check the delivered products immediately upon delivery. In particular, the customer should check:
- a. Whether the right products have been delivered;
  - b. Whether the correct amount has been delivered;
  - c. Whether the products do not contain any visible defects.
- 13.2 If the delivered products do not match the order or if the products contain visible defects, the customer must inform Outdoor Fanatics by e-mail within 1 week of delivery. Transport damage must be reported to Outdoor Fanatics by the customer immediately after the delivery.
- 13.3 The customer is obliged to give Outdoor Fanatics the opportunity to check a complaint. If it turns out that Outdoor Fanatics has delivered the wrong products and/or the wrong quantity of products, Outdoor Fanatics will deliver the right products and/or additional products as soon as possible.
- 13.4 If a defective product is delivered, Outdoor Fanatics will, at its choice, deliver a new product or credit the price of the product.
- 13.5 Complaints should be filed with Outdoor Fanatics and not with the licensor.

#### **Article 14       Liability and limitation period**

- 14.1 Outdoor Fanatics cannot be held liable for any damage, which is a direct or indirect consequence of:
- a. An event that is in fact beyond its control and thus cannot be attributed to its actions, as defined, among other things, in article 15 of these terms and conditions;
  - b. An act or negligence by the customer, his subordinates or other persons employed by or because of the customer.
- 14.2 The customer is responsible under all circumstances for the accuracy and completeness of the data he provides. Outdoor Fanatics is never liable for any damage caused (partly) by the fact that the data provided by the customer is incorrect and/or not complete. The customer protects Outdoor Fanatics from all claims in this area.
- 14.3 The colours that can be seen on the customer's screen may differ from the colours the product actually is. Outdoor Fanatics is not liable for such colour deviations.
- 14.4 Outdoor Fanatics is not liable for any damage caused by temporary unavailability of the ordering option, inaccessibility or removal of its website due to maintenance or otherwise.
- 14.5 If the customer or a third party makes changes to the product, Outdoor Fanatics excludes any liability regarding the operation and any (consequential) damage.

- 14.6 If a product whose packaging is damaged and such damage may result in the product no longer being good, the customer should not deliver or sell this product. Outdoor Fanatics can never be held liable for the consequences of the customer's failure to comply with this provision.
- 14.7 The customer must ensure that the products are no longer sold by him after the expiry date. The customer expressly exempts Outdoor Fanatics from third-party claims for damages resulting from the consumption of the products if they have been sold by the customer after the expiry date.
- 14.8 Outdoor Fanatics is not liable for mutilation or loss of data as a result of transmission of the data using telecommunications facilities.
- 14.9 Outdoor Fanatics is not liable if an unauthorized third party uses the customer's account.
- 14.10 If, in its opinion, Outdoor Fanatics is obliged to take measures or to cooperate in recall actions to prevent (further) damage caused by claims by final customers due to a defect in delivered products, the customer is obliged to cooperate with such measures. Outdoor Fanatics is not liable for the damage caused to the customer by initiated recall actions.
- 14.11 Outdoor Fanatics is never liable for indirect damage or consequential damage, including lost profits, lost revenue, reputational damage, lost savings, environmental damage, delay damage, transport costs, labour costs, business damage, stagnation damage and fines imposed.
- 14.12 If Outdoor Fanatics is liable for any damages, the liability of Outdoor Fanatics is limited to the amount of the payment made by Outdoor Fanatics's insurer. If, in any case, the insurer does not make a payment or the damage is not covered by the insurance, the liability of Outdoor Fanatics is limited to the price for the product to which the liability relates.
- 14.13 Rights of claim and other powers of the customer for whatever reason against Outdoor Fanatics will in any case expire after 1 year from the moment at which a fact occurs that the customer can exercise these rights and/or powers against Outdoor Fanatics.
- 14.14 The customer will indemnify Outdoor Fanatics against claims brought by third parties against Outdoor Fanatics in the area of occurrences, deeds or omissions, for which Outdoor Fanatics is not liable as a result of the foregoing. The customer shall be required, at first request, to compensate Outdoor Fanatics for any costs, damages and interests that may arise for Outdoor Fanatics as a direct or indirect consequence of a claim brought against it by a third party referred to in this paragraph.
- 14.15 If the customer does not comply, in a timely or in due manner, with his contractual obligations or obligations arising from the law or acts unlawfully against Outdoor Fanatics, the customer must compensate for any damage seen by Outdoor Fanatics as a result.

#### **Article 15 Force majeure**

- 15.1 Outdoor Fanatics shall not be required to fulfil one or more obligations under the agreement if it is prevented from doing so due to force majeure. Force majeure means, among other things, war and the danger of war; terrorism; import and export bans or import and export barriers; measures by domestic and/or international and/or foreign government bodies; strikes or work stoppages; epidemics; pandemic; traffic disruption; weather; natural disasters; transport difficulties; fire; theft; power outage; internet outage; outage in e-mail traffic; computer breach by a third party; changes in laws and regulations.
- 15.2 Force majeure should also mean a non-attributable shortcoming of a supplier of Outdoor Fanatics or a third party engaged by Outdoor Fanatics.
- 15.3 Outdoor Fanatics also has the right to invoke force majeure if the circumstance preventing (further) compliance occurs after Outdoor Fanatics should have fulfilled its obligation.
- 15.4 If the execution of the agreement is temporarily not possible due to force majeure, this does not give the customer the right to terminate the contract free of charge. If the customer terminates the agreement in the event of a temporary inability to perform, Outdoor Fanatics has the right to charge the customer all costs already incurred.
- 15.5 Outdoor Fanatics is not liable for any damage, such as loss of revenue, which the customer suffers because the delivery time is exceeded due to force majeure.
- 15.6 If force majeure occurs when the contract is partly executed, the customer is required to fulfil his obligations to Outdoor Fanatics until that point.

#### **Article 16 Suspension and termination**

- 16.1 Outdoor Fanatics is entitled to suspend the execution of the agreement with immediate effect if after the conclusion of the agreement Outdoor Fanatics becomes aware of circumstances that give good reason to fear that the customer will not fulfil his obligations.
- 16.2 Outdoor Fanatics is authorized to terminate the agreement if the customer does not or does not fully comply with the obligations of the agreement and the customer has not complied with a notice of default in which the customer is offered a reasonable period of time to comply. If compliance is permanently impossible, a notice of default can be omitted.
- 16.3 Furthermore, Outdoor Fanatics is authorised to terminate the agreement if circumstances arise which are such that compliance with the agreement is impossible or cannot be reasonably expected by standards of reasonableness and fairness or if circumstances arise which are such that unchanged maintenance of the agreement cannot reasonably be expected.
- 16.4 Outdoor Fanatics is authorised to terminate the agreement if the customer requests suspension of payment or it is granted to the customer, in the event that the customer is declared bankrupt or a request is made, if the customer is unable to pay his debts, terminates or liquidates his business, is placed in receivership, or is appointed an administrator.
- 16.5 If Outdoor Fanatics proceeds to suspend or terminate, it is in no way obliged to compensate damage and costs incurred in any way.
- 16.6 If the agreement is (partially) terminated, the claims of Outdoor Fanatics on the customer are immediately due. If Outdoor Fanatics suspends the implementation of the agreement, it retains its claims under the law and agreement.
- 16.7 Outdoor Fanatics always reserves the right to claim damages.

#### **Article 17 Confidentiality and processing of personal data**

- 17.1 Both parties are obliged to keep all information obtained from each other or from other sources under their agreement confidential. Information shall be considered confidential if it has been communicated by the other party or if it results from the nature of the information. The party receiving confidential information will use it only for the purpose for which it was provided.
- 17.2 If, on the basis of a statutory provision or a court decision, Outdoor Fanatics is obliged to also provide confidential information to third parties designated by law or the competent court, and Outdoor Fanatics cannot rely on a statutory or authorised recognised or permitted right of refusal by the judge, Outdoor Fanatics is not obliged to pay damages or compensation and the customer is not entitled to terminate the agreement on the basis of any damage caused by this.
- 17.3 Outdoor Fanatics processes data from the customer and the website's visitors in accordance with the General Data Protection Regulation (GDPR). For more information about the processing of personal data, the customer can consult the privacy policy of Outdoor Fanatics, see [link to privacy policy].

#### **Article 18 Customer service**

- 18.1 For questions about the products, an order or for filing a complaint, the customer can contact Outdoor Fanatics's customer service. The licensor does not need to be contacted for this.
- 18.2 Outdoor Fanatics's customer service can be reached in the following ways:
- a. Via e-mail:  
info@outdoor-fanatics.com
  - b. In writing:  
Outdoor Fanatics Europe B.V.  
Hoogstraat 1  
4285 AE Woudrichem  
The Netherlands
- 18.3 You can communicate with Outdoor Fanatics customer service in the Dutch or the English language.
- 18.4 If the customer has made a complaint via e-mail, Outdoor Fanatics will send the customer a confirmation via e-mail as soon as possible that it has received the complaint.
- 18.5 Complaints will be dealt with by Outdoor Fanatics as soon as possible. The customer will receive a substantive response from Outdoor Fanatics regarding the complaint within 14 days of Outdoor Fanatics receiving the complaint. If Outdoor Fanatics cannot provide the customer with a substantive response within 14 days, the customer will be informed via e-mail and

Outdoor Fanatics will let the customer know within what time frame the customer can expect a substantive response.

**Article 19 Intellectual property rights**

- 19.1 The customer must fully and unconditionally respect all intellectual property rights that rest on the products supplied by Outdoor Fanatics.
- 19.2 The customer is not permitted to perform acts in conflict with trade name law, trademark law, copyright or other intellectual property rights of Outdoor Fanatics or of the licensor.

**Article 20 Applicable law and competent court**

- 20.1 The Dutch law applies to the agreement. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 20.2 In deviation from the provisions of article 20.1, the property law consequences of a retention of title of products intended for export, may be governed by that law if the legal system of the country of destination of the products is more favourable to Outdoor Fanatics.
- 20.3 All disputes to which the agreement, these terms and conditions or the resulting obligations might give rise, in particular as regards validity, interpretation, execution or termination, shall be settled exclusively, with the express exclusion of any other court, by the competent court in the district where Outdoor Fanatics is located.