

General Terms and Conditions Myco Wellbeing B.V.

The private limited company Myco Wellbeing B.V. (hereinafter: *Myco Wellbeing*) is registered with the Chamber of Commerce under number **95986847** and has its registered office at Keizersgracht 520H (1017EK) in Amsterdam, the Netherlands.

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise:
2. **Offer:** Any written and/or electronic offer to the Buyer for the delivery of Products by the Seller to which these terms and conditions are inextricably linked.
3. **Company:** The natural or legal person who acts in the exercise of a profession or business.
4. **Consumer:** The natural person who does not act in the course of a profession or business.
5. **Buyer:** The Company or the Consumer who enters into a (distance) Agreement with the Seller.
6. **Agreement:** The (distance) purchase agreement that extends to the sale and delivery of Products purchased by the Buyer from Myco Wellbeing.
7. **Products:** The Products offered by Myco Wellbeing are microdosing truffles (and related functional mushroom products).
8. **Seller:** The supplier of Products to Buyer, hereinafter: *Myco Wellbeing*.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer by Myco Wellbeing and every Agreement between Myco Wellbeing and a Buyer and to every Product offered by Myco Wellbeing.
2. Before a (distance) Agreement is concluded, the Buyer will be provided with these general terms and conditions. If this is not reasonably possible, Myco Wellbeing will indicate to the Buyer how the Buyer can view the general terms and conditions, which are in any case published on the website of Myco Wellbeing, so that the Buyer can easily store these general terms and conditions on a durable data carrier.
3. In exceptional situations, it is possible to deviate from these general terms and conditions if this has been explicitly agreed in writing with Myco Wellbeing.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and/or purchase conditions of the Buyer are expressly rejected.

5. If one or more provisions of these general terms and conditions are partially or wholly invalid or are invalidated, the other provisions of these general terms and conditions will remain in force and the invalid/nullified provision(s) will be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
7. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/are, if and insofar as applicable.

Article 3 - The Offer

1. All offers made by Myco Wellbeing are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the offer. An Offer only exists if it has been laid down in writing.
2. The Offer made by Myco Wellbeing is without obligation. Myco Wellbeing is only bound by the Offer if the Buyer's acceptance thereof is confirmed in writing within 30 days, or if the Buyer has already paid the amount due. Nevertheless, Myco Wellbeing has the right to refuse an Agreement with a potential Buyer for any good reason for Myco Wellbeing.
3. The Offer contains an accurate description of the Product offered with associated prices. The description is detailed in such a way that the Buyer is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot be binding on Myco Wellbeing. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement (remotely). Myco Wellbeing cannot guarantee that the colors in the image correspond exactly to the real colors of the Product.
4. Delivery times and terms stated in the Offer of Myco Wellbeing are indicative and if they are exceeded, they do not entitle the Buyer to dissolution or compensation, unless expressly agreed otherwise.
5. A composite quotation does not oblige Myco Wellbeing to deliver part of the goods included in the offer or Offer at a part of the stated price.
6. If and insofar as there is an Offer, this does not automatically apply to repeat orders. Offers are only valid until stocks last, and on the run-out principle.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment that the Buyer has accepted an Offer from Myco Wellbeing by paying for the relevant Product.
2. An Offer can be made by Myco Wellbeing via the website.
3. If the Buyer has accepted the Offer by concluding an Agreement with Myco Wellbeing, Myco Wellbeing will confirm the Agreement with the Buyer in writing, or at least by e-mail.

4. If the acceptance (on minor points) deviates from the Offer, Myco Wellbeing is not bound by it.
5. Myco Wellbeing is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Buyer cannot derive any rights from this mistake or error.
6. The right of withdrawal is excluded for the Buyer being a Company. Buyer, being a Consumer, has the right to exercise its right of withdrawal within the legal term. If withdrawal applies, the Buyer will handle the Product and the packaging with care. It will only unpack or use the Product to the extent necessary to determine the nature, characteristics and functioning of the Product. The direct costs for returning the Product are for the account of the Buyer.
7. The right of withdrawal is excluded for the Buyer with regard to all fresh Products that spoil quickly or have a limited shelf life, and/or the products from which the Buyer has removed the strip. This is expressly stated in the Offer.

Article 5 - Performance of the Agreement

1. Myco Wellbeing will perform the Agreement to the best of its knowledge and ability.
2. If and insofar as required for proper performance of the Agreement, Myco Wellbeing has the right to have certain activities performed by third parties at its own discretion.
3. The Buyer shall ensure that all information, which Myco Wellbeing indicates is necessary or which the Buyer should reasonably understand to be necessary for the performance of the Agreement, is provided to Myco Wellbeing in a timely manner. If the information required for the execution of the Agreement is not provided to Myco Wellbeing in time, Myco Wellbeing has the right to suspend the execution of the Agreement.
4. In the performance of the Agreement, Myco Wellbeing is not obliged or bound to follow the Buyer's instructions if this changes the content or scope of the Agreement. If the instructions result in additional work for Myco Wellbeing, the Buyer is obliged to reimburse the additional or supplementary costs accordingly.
5. Myco Wellbeing may require security from the Buyer or full payment in advance before proceeding with the performance of the Agreement.
6. Myco Wellbeing is not liable for damage, of whatever nature, that has arisen because Myco Wellbeing relied on incorrect and/or incomplete information provided by the Buyer, unless Myco Wellbeing was aware of this inaccuracy or incompleteness.
7. The Buyer indemnifies Myco Wellbeing against any claims from third parties who suffer damage in connection with the execution of the Agreement and which are attributable to the Buyer.

Article 6 - Delivery

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has not provided all the requested information or has not provided it on time, does not provide sufficient cooperation, the (down) payment has not been received on time by Myco Wellbeing or other circumstances beyond Myco Wellbeing's control cause any delay, Myco Wellbeing is entitled to a reasonable extension of the delivery or completion period. All agreed delivery times are never strict deadlines. The Buyer must give Myco Wellbeing written notice of default and allow it a reasonable period of time to still be able to deliver. The Buyer is not entitled to any compensation due to the delay that has arisen.
2. The Buyer is obliged to take delivery of the goods at the moment they are made available to it in accordance with the Agreement, even if they are offered earlier or later than agreed.
3. If the Buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, Myco Wellbeing is entitled to store the goods at the expense and risk of the Buyer.
4. If the Products are delivered by Myco Wellbeing or an external carrier, Myco Wellbeing is entitled, unless otherwise agreed in writing, to charge any delivery costs. These will then be invoiced separately unless expressly agreed otherwise.
5. If Myco Wellbeing requires information from the Buyer in the context of the performance of the Agreement, the delivery time will only commence after the Buyer has provided Myco Wellbeing with all information necessary for performance.
6. If Myco Wellbeing has specified a term for delivery, this is indicative. Longer delivery times apply for delivery outside the Netherlands.
7. Myco Wellbeing is entitled to deliver the goods in parts, unless the Agreement deviates from this or if the partial delivery does not have an independent value. Myco Wellbeing is entitled to invoice the delivered goods separately.
8. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise. Myco Wellbeing reserves the right to refuse delivery if there is a well-founded fear of non-payment.

Article 7 - Packaging and transport

1. Myco Wellbeing undertakes towards the Buyer to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition under normal use.
2. Unless otherwise agreed in writing, all deliveries include turnover tax (VAT), including packaging and packaging material.
3. Accepting items without comments or remarks on the consignment note or receipt serves as proof that the packaging was in good condition at the time of delivery.

Article 8 - Investigation, complaints

1. The Buyer is obliged to inspect the delivered goods at the time of delivery, but in any event within 14 days of receipt of the delivered goods, and only to unpack or use them to the extent necessary to assess whether it wishes to keep the Product. For fresh products, the Buyer must immediately examine the delivered goods at the time of receipt and return them with the transport service, but at the latest within 24 hours (for the Buyer being a Company, a period of 12 hours applies). In doing so, the Buyer must investigate whether the quality and quantity of the delivered goods correspond to the Agreement and whether the Products meet the requirements that apply to them in normal (trade) traffic.
2. The Buyer is obliged to investigate and inform itself in which way the Product should be used and, in the event of personal use, to test the Product in accordance with the instructions for use. Myco Wellbeing does not accept any liability for incorrect use of the Product by the Buyer.
3. Any visible defects or shortcomings must be reported to Myco Wellbeing in writing after delivery at **info@mycowellbeing.com**. The Buyer has a period of 14 days after delivery for this. Non-visible defects or shortcomings must be reported within 14 days after discovery, but at the latest within 1 month after delivery. In the event of damage to the Product due to careless handling by the Buyer, the Buyer is liable for any loss in value of the Product.
4. If a complaint is made in time pursuant to the previous paragraph, the Buyer remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, this will only take place with the prior written consent of Myco Wellbeing and in the manner indicated by Myco Wellbeing.
5. If the Consumer uses his right of withdrawal, he will return the Product and all accessories, insofar as this is reasonably possible, in original condition and packaging to Myco Wellbeing, in accordance with Myco Wellbeing's return instructions. The direct costs for return shipments are for the account and risk of the Buyer.
6. Myco Wellbeing is entitled to initiate an investigation into the authenticity and condition of the returned Products before a refund is made.
7. Refunds to the Buyer will be processed as soon as possible, but the payment can take no longer than 30 days after receipt of the return. Refunds will be made to the previously specified account number.
8. If the Buyer exercises its right to complain, it has no right to suspend its payment obligation nor to set off outstanding invoices.
9. In the absence of a complete delivery, and/or if one or more Products are missing, and this is attributable to Myco Wellbeing, Myco Wellbeing will send the missing Product(s) or cancel the remaining order. The confirmation of receipt of the Products is leading in this regard. Any damage suffered by the Buyer as a result of the (deviating) scope of the delivery cannot be recovered from Myco Wellbeing.

Article 9 - Prices

1. During the period of validity of the Offer, the prices of the Products offered will not be increased, unless there are changes in VAT rates.
2. The prices stated in the Offer include VAT, unless expressly stated otherwise.
3. The prices as stated in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. In the event of Products or raw materials of which there are price fluctuations in the financial market and over which Myco Wellbeing has no influence, Myco Wellbeing can offer these Products at variable prices. It is stated in the Offer that the prices are target prices and may fluctuate.

Article 10 - Payment and collection policy

1. Payment should preferably be made in advance in the currency in which it is invoiced via the indicated method.
2. The Buyer cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.
3. The Buyer must make a lump sum payment to the account number and details of Myco Wellbeing that have been made known to it. Parties can only agree on a different payment term after explicit and written permission from Myco Wellbeing.
4. If a periodic payment obligation of the Buyer has been agreed, Myco Wellbeing is entitled to adjust the applicable prices and rates in writing with due observance of a term of 3 months.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, Myco Wellbeing's claims against the Buyer are immediately due and payable.
6. Myco Wellbeing has the right to have the payments made by the Buyer first of all go to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. Myco Wellbeing may, without being in default as a result, refuse an offer of payment if the Buyer designates a different order for the allocation. Myco Wellbeing may refuse full repayment of the principal if the outstanding and accrued interest as well as the costs are not also paid.
7. If the Buyer does not meet its payment obligation and has not fulfilled its obligation within the specified payment term of 14 days, the Buyer, if a Company, is in default. The Buyer, being a Consumer, will first receive a written reminder with a term of 14 days after the date of the reminder to still meet the payment obligation, including a statement of the extrajudicial costs if the Consumer does not meet his obligations within that term, before he falls into default.
8. From the date that the Buyer is in default, Myco Wellbeing will, without further notice of default, be entitled to the statutory (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated in accordance with the scale from the decision on compensation for extrajudicial collection costs of 1 July 2012.

9. If Myco Wellbeing has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The judicial and enforcement costs incurred are also for the account of the Buyer.

Article 11 - Retention of title

1. All goods delivered by Myco Wellbeing remain the property of Myco Wellbeing until the Buyer has fulfilled all the following obligations under all Agreements concluded with Myco Wellbeing.
2. The Buyer is not authorized to pledge or in any other way encumber the items subject to retention of title if the ownership has not yet been transferred in full.
3. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the Buyer is obliged to inform Myco Wellbeing of this as soon as can reasonably be expected.
4. In the event that Myco Wellbeing wishes to exercise its property rights referred to in this article, the Buyer already now grants unconditional and irrevocable permission and authorization to Myco Wellbeing or third parties to be designated by it to enter all those places where the properties of Myco Wellbeing are located and to take those items back.
5. Myco Wellbeing has the right to retain the Product(s) purchased by the Buyer if the Buyer has not yet (fully) fulfilled its payment obligations, despite an obligation to transfer or hand over from Myco Wellbeing. After the Buyer has fulfilled its obligations, Myco Wellbeing will make every effort to deliver the purchased Products to the Buyer as soon as possible, but at the latest within 20 working days.
6. Costs and other (consequential) damage as a result of retaining the purchased Products are for the account and risk of the Buyer and will be reimbursed by the Buyer on first request to Myco Wellbeing.

Article 12 - Warranty

Myco Wellbeing guarantees that the Products comply with the Agreement, the specifications stated in the offer, usability and/or reliability, and the legal rules/regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Buyer has explicitly notified Myco Wellbeing of this use at the time of entering into the Agreement.

Article 13 - Instructions for use Products

1. The Buyer of Products must follow the instructions for use and guidelines of Myco Wellbeing.
2. The Buyer must store the Products carefully. If applicable, the Products must be kept in the packaging provided.
3. Myco Wellbeing expressly disclaims all liabilities and claims of the Buyer and/or third parties who have incurred physical or other damage as a result of the use of the Products. The Products must only be used in accordance with the instructions for use and never exceed the daily amount. In the event of drug use, the Buyer must at all times consult his doctor.

4. Any advice given by Myco Wellbeing about the use of the Products is of a general nature and without obligation. Each Buyer is responsible for assessing whether the product is suitable for him or her. In case of doubt, the Buyer's general practitioner should be contacted for an assessment of the use in the specific case.
5. The supplements should be kept out of the reach of young children. In addition, the products should be stored dry, closed, and at a cooled temperature (5-10 °C).
6. Myco Wellbeing recommends consulting an expert before using the supplement in case of pregnancy, lactation, use of medication, or in case of doubt about hypersensitivity to one of the ingredients. The Buyer should not use the products in combination with anti-depressants or drugs with a similar effect (SSRIs or MAO inhibitors).
7. Stop using immediately if an allergic reaction occurs.
8. The Product may not be used in the following cases:
 - Buyer has not yet reached the age of 18;
 - Buyer uses alcohol and/or drugs;
 - Buyer is pregnant and/or breastfeeding;
 - Buyer uses lithium carbonate;
 - Buyer suffers from a mental or physical condition or illness;
 - Buyer is color blind;
 - Buyer experiences extreme situations in life that Buyer has no control over.

Article 15 - Limitation of liability

1. If the performance of the Agreement by Myco Wellbeing leads to liability on the part of Myco Wellbeing towards the Buyer or third parties, that liability is limited to the costs charged by Myco Wellbeing in connection with the Agreement, unless the damage is caused by intent or gross negligence.
2. Myco Wellbeing is not liable for consequential damage, indirect damage, loss of profit and/or loss suffered, lost savings, and damage as a result of the use of the delivered Products. A restriction applies to Consumers in accordance with what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.
3. Myco Wellbeing is not liable for and/or obliged to repair damage caused by the use of the Product. Myco Wellbeing provides strict maintenance and usage instructions that must be complied with by the Buyer. All damage to Products as a result of use is expressly excluded from liability (this includes traces of use, use damage, fall damage, etc.).
4. Myco Wellbeing is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website(s) or linked websites.

5. Myco Wellbeing is not responsible for errors and/or irregularities in the functionality of the website and is not liable for malfunctions or the unavailability of the website for whatever reason.
6. Myco Wellbeing does not guarantee a correct and complete transmission of the content of an e-mail sent by/on behalf of Myco Wellbeing, nor for the timely receipt thereof.
7. All claims by the Buyer due to shortcomings on the part of Myco Wellbeing will lapse if they have not been reported to Myco Wellbeing in writing and with reasons within one year after the Buyer was aware or could reasonably have been aware of the facts on which it bases its claims. All claims of the Buyer shall in any case expire one year after the termination of the Agreement.

Article 16 - Force majeure

1. Myco Wellbeing is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be held to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault and is not for its account by virtue of the law, legal act, or generally accepted standards.
2. Force majeure is in any case understood to mean, but is not limited to what is understood in this regard in law and jurisprudence, (i) force majeure of suppliers of Myco Wellbeing, (ii) failure to properly fulfill obligations of suppliers that the Buyer has been prescribed or recommended to Myco Wellbeing, (iii) defective goods, equipment, software, or materials of third parties, (iv) government measures, (v) electricity failure, (vi) failure of the internet, data network, and telecommunication facilities (for example by cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes in the company of Myco Wellbeing, and (xi) other situations that, in the opinion of Myco Wellbeing, fall outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.
3. Myco Wellbeing has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Myco Wellbeing should have fulfilled its obligation.
4. During the period that the force majeure continues, the parties can suspend the obligations under the Agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the Agreement, without any obligation to pay compensation to the other party.
5. Insofar as Myco Wellbeing has partially fulfilled or will be able to fulfill its obligations under the Agreement at the time of the occurrence of force majeure, and the part fulfilled or to be performed has independent value, Myco Wellbeing is entitled to invoice the part already fulfilled or the part to be fulfilled separately. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

Article 17 - Risk transfer

The risk of loss or damage to the Products that are the subject of the Agreement transfers to the Buyer, being a Company, at the moment the goods leave the warehouse of Myco Wellbeing. For Consumers, the aforementioned risk will pass to the Buyer if the Products have been provided under the Buyer's control. This is the case if the Products have been delivered to the delivery address of the Buyer.

Article 18 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Myco Wellbeing rest exclusively with Myco Wellbeing and are not transferred to the Buyer.
2. The Buyer is prohibited from publishing and/or reproducing, altering, or making available to third parties any and all documents to which the intellectual property rights and copyrights of Myco Wellbeing apply without the express prior written consent of Myco Wellbeing. If the Buyer wishes to make changes to goods delivered by Myco Wellbeing, Myco Wellbeing must explicitly agree to the intended changes.
3. The Buyer is prohibited from using the Products to which the intellectual property rights of Myco Wellbeing apply other than as agreed in the Agreement.

Article 19 - Privacy, data processing and security

1. Myco Wellbeing handles the (personal) data of the Buyer and visitors to the website(s) with care. If requested, Myco Wellbeing will inform the person concerned about this.
2. If Myco Wellbeing is required to provide information security on the basis of the Agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 20 - Complaints

1. If the Buyer is not satisfied with the Products of Myco Wellbeing and/or has complaints about the (performance of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but at the latest within 14 calendar days after the relevant reason leading to the complaint arose. Complaints can be reported via **info@mycowellbeing.com** with the subject "Complaint."
2. The complaint must be sufficiently substantiated and/or explained by the Buyer for Myco Wellbeing to be able to handle the complaint.
3. Myco Wellbeing will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

Article 21 - Applicable law

1. Dutch law applies to every Agreement between Myco Wellbeing and the Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.

2. In the event of an explanation of the content and purport of these general terms and conditions, the Dutch text thereof is always decisive. Myco Wellbeing has the right to unilaterally change these general terms and conditions.

3. All disputes arising from or as a result of the Agreement between Myco Wellbeing and the Buyer will be settled by the competent Court of Amsterdam, unless mandatory provisions lead to the jurisdiction of another court.

Amsterdam, January 15, 2025