

# Terms of Sales

Between the Seller Probiotic Group Luxembourg S.A., headquartered in L-9944 Beiler,1, Hasselt , with a share capital of 1 050 000,00€, registered with the Trade and companies Register of Luxembourg under the number B210745 and represented by M. Martin M.G. Schoonbroodt, acting as the delegated administrator. The Seller can be reached by email by clicking on the contact form accessible via the home page of the website <http://www.probiotic-group.com>. Hereafter the "Seller", on the one hand,

And the natural or legal person proceeding to the purchase of products or services of the "Seller", Hereafter the "Buyer" on the other hand,

The following has been exposed and agreed:

## PREAMBLE

The Seller is editor and developer of products and services in the field of hygiene, care and cleaning in the built and outdoor environments, exclusively for consumers and professionals, commercialized through its commercial partners such as Distributors and online on the European Marketplace Amazon. The list and the description of the goods and services offered by the Seller can be consulted on the aforementioned website.

### Article 1: Purpose and general provisions

These general terms and conditions of sales determine the rights and obligations of the parties as part of the sale of products and services offered by the Seller.

These general terms and conditions of sales apply to all products sales, made through direct sales of the company or through sales made on Amazon which are part of the Contract between the Buyer and the Seller. The Seller reserves the right to modify these at any time by the publication of a new version on its website. The applicable general terms and conditions of sales are the one in force on the date of order payment (or on the first payment in the case of multiple payments). These terms of sales are searchable on the Seller's website to the following address: <http://www.probiotic-group.com>. The Seller also insures that their acceptance is clear and unconditional. The Buyer claims to be aware of the whole terms and conditions, and if applicable, of the Specific Terms and conditions of Sales linked to a product or a service and accept them without restriction nor reserve. The Buyer acknowledges that he has benefited of advices and necessary information in order to ensure that the offer meets its needs. The Buyer declares being in a position to legally contract under Luxembourg law or validly represent the natural or legal person for whom he is committing himself. Unless there is evidence to the contrary, the information saved by the Seller constitutes the proof of all the transactions.

### Article 2: Price

The prices of products sold through the offers of the Seller are indicated in Euros excluding taxes and precisely determined on the descriptive documents of the products and excluding specific shipping charges. For every product shipped out of the European Union and/or DOM-TOM, the price is automatically calculated excluding taxes on the invoice or if it concerns a company based in the European Union which is subject to VAT. A valid VAT number must be communicated prior to invoicing to establish intracommunity invoices. Customs duties and other local taxes or import duties or state taxes are likely to be due in certain cases. These duties and sums do not fall under the responsibility of the Seller. They will be due by the Buyer and fall under its responsibility (statements, payment to the competent authorities, etc.) The Seller invites the Buyer to inquire about those aspects with the

corresponding local authorities. The Seller reserves the possibility to change its prices at any time for the future. Shipping cost, and eventually insurance, are in charge of the Buyer.

## Article 3: Conclusion of the contract

The Buyer will have to follow a series of specific stages for each product offered by the Seller to be able to make the order. However, the steps described below are systematic: the Buyer will obtain an offer with billing, shipping and TVA data. As soon as this offer is accepted, the Seller confirms the order of the Buyer with a document called "order confirmation" which mentions an estimated delivery time.

Thereafter, at the delivery of the goods, the Buyer get a delivery form which means a confirmation of the reception of the goods and in good condition. Finally, the Buyer will get the invoice with his billing data VAT included or not depending the type of transaction made. For the delivered products, this shipping will be done at the address indicated by the Buyer. For the good fulfillment of the order, and according to the article 1316-1 of the civil Code, the Buyer is committed to providing his truthful identification. The Seller reserves the right to refuse the order, for instance for any irregular request, realized in bad faith or for any legitimate reason.

## Article 4: Products and services

The essential features of the goods, services and their respective prices are made available to the Buyer in the previously shared documents. The Buyer certifies having received a detail of shipping cost and payment, shipping and contract execution terms. The Seller commit himself to honor the order if the Buyer only in the limit of the available stocks. Failing that, the Seller informs the Buyer and estimates a delivery time. This contractual information is presented in detail and in English. In accordance with Luxembourg law, there are subject to a summary and a confirmation during the validation of the order. The parties agree that the illustrations or products pictures offered for sale have no contractual value. The period of validity of the products offer as well as their prices is specified on the Seller's offers, as well as the minimal duration of the proposed contracts when these relate to a continuous or periodic supply of goods and services. Unless specific conditions, the rights granted hereunder are only to the natural person signatory of the order (or the holder of the email address provided). In accordance with legal dispositions regarding compliance and hidden defects, the Seller refunds or exchange defective products or products that do not match the order apart from Private Label orders as they've been personalized by the Buyer. The refund or replacement can be requested as follows: send an email at [info@probiotic-group.com](mailto:info@probiotic-group.com), open/inform of your complaint with pictures and a precise description of the incident. The response time is around 48 hours and the complaint's procedure can last two (2) weeks or ten (10) working days. Private Label complaints will be proceeded individually according to the case but do not grant a refund of the order following the good reception of the goods, confirmed and signed by the Buyer on the delivery form.

## Article 5: Retention of title clause

Products remain the Seller's property until complete price payment. The invoices' default terms of payment is fourteen (14) working days.

## Article 6: Shipping policies

Products are delivered to the shipping address which has been indicated during the order with a delivery time estimated at the order taking. This delivery time do not take into account the preparation time of the order. When the shipping requires an appointment with the Buyer, the Buyer must inform the Seller for logistic partners to contact the Buyer. When the Buyer order several products at the same time, these can have different delivery time according to the following terms: if the stock is sufficient, the Seller can ship what is in stock in case of emergency, otherwise all the goods are sent in the same time as the

Seller only charges shipping cost once in package(s) and/or in Euro pallets -EPAL. In case of shipment delay, the Buyer must inform the Seller as soon as possible to deal with the situation. In case of delivery delay, the Buyer has the possibility to solve de contract in the terms and conditions defined in Article Art. L. 113-1 of the consumption Code (Memorial A -302 of December 28, 2016). Then, the Seller proceeds to the product's refund and to the expenses "going" in the terms of Article Art. L. 213-2 of the consumption Code. The Seller makes available a contact point (cost of a local/international communication from a fixed station) indicated in the order confirmation email in order to insure the order follow-up. The Seller reminds that at the moment when the Buyer physically takes possession of the goods, the loss or damage risk of the products is transferred to him. It belongs to the Buyer to notify to the carrier any reservation on the delivered product.

## Article 7: Availability and presentation

The orders will be processed in the limit of available stocks or subject to available stocks of the Seller's suppliers. In case of unavailability of an article for a period greater than fifteen (15) working days, the Buyer will immediately be informed of estimated delivery time and the order of this article can be cancelled on request. The Buyer will therefore be able to ask for an asset for the amount of the article or its refund if there already has been a payment.

## Article 8:

Payments must be made on the due date indicated on the order forms, advance payment documents and invoices. Exceeding the due date will result in a penalty of 1% per month. In the event of a payment arrears of three months, an additional amount of EUR 500.00 will automatically be charged. Probiotic Group Luxembourg S.A. reserves the right to claim higher compensation for additional collection and court costs.

## Article 9: Guarantees

In accordance with the law, the Seller assume two guarantees: guarantee of conformity and guarantee against hidden defects of the products. The Seller refund the Buyer or exchange the defective products or the products that do not match the order. The refund request must eb made as follows: see Article 4. Le Seller reminds the Buyer:

- Has a period of six (6) month from the delivery of the property to act with the Seller
- Can choose between the replacement and the repair of the good subject to the conditions provided by the defective product or the products that do not match
- Is exempted from proving the existence of the lack of conformity of the good during the six (6) months following the delivery of the good in Provilan brand and in one (1) month in own brand also called Private Label.

## Article 10: Claims

Where appropriate, the Buyer can submit any claim by contacting the Seller using the following contact information:

- By mail at Probiotic Group Luxembourg S.A.  
1, Hasselt  
L-9944 Beiler
- By email at [info@probiotic-group.com](mailto:info@probiotic-group.com)

## Article 11: Intellectual property rights

The brands, domain names, products, softwares, images, videos, texts or more generally any information subject to intellectual property rights are and remain of the exclusive property of the Seller. No cession of intellectual property rights is realized through these terms of sales. Any full or partial reproduction, modification or use of these goods for any reason whatsoever is strictly forbidden.

## Article 12: Force majeure

The performance of the Seller's obligations at the end of the present is suspended in case of the occurrence of a case of force majeure which could prevent the performance of the contract. The Seller will advise the Buyer of the occurrence of such an event as soon as possible.

## Article 13: Nullity and modification of the contract

If one of the contract's clause was cancelled, this nullity would not generate the nullity of other clauses which will remain in force between the parties. Any contractual modification is only valid after a written and signed agreement between the parties. In case of ineffective provision of these general terms and conditions, this doesn't affect the validity of the other provisions (saving clause).

## Article 14: Protection of personal data (RGPD)

In accordance with the European Directive, the Buyer has interrogation, access, modification, opposition and correction rights on personal data. By adhering to these general terms and conditions, has been agreed that de Seller collects and uses these data for the realization of the contract only relevant to professional data. By entering his email address on one of the Seller's sites, he will receive emails containing information and promotional offers concerning products published by the Seller. He can unsubscribe at any time. He just has to click on the link at the end of the emails or contact the Seller by mail. The Seller carries out on all its websites a follow-up of the attendance. For this, he uses tools such as Google Analytics.

## Article 15: limiting clause of liability

It is stipulated a limiting clause of liability of the Seller for the realization of the services at ten thousand (10.000) euros.

## Article 16: Applicable law

All the clauses in these general terms and conditions, as well as all the purchase and sale operation referred therein, will be subject to Luxembourg law.

Last modification: January 2020