

## 1 GENERAL

1.1. These terms and conditions apply to all offers and agreements regarding the sale of products and/or the provision of services by VIBEFUEL BV (hereinafter: VIBEFUEL).

1.2. Amendments or deviations from these terms and conditions must be agreed upon in writing and apply exclusively to the specific agreement to which they relate.

1.3. The rights and obligations arising from agreements between VIBEFUEL and the counterparty may not be transferred to third parties without the written consent of VIBEFUEL.

1.4. Deviating general terms and conditions, including those of the counterparty, are not accepted by VIBEFUEL unless otherwise agreed in writing and confirmed by VIBEFUEL.

## 2 OFFERS

2.1. All offers from VIBEFUEL are without obligation and remain valid while stocks last. If an offer includes a specific period, VIBEFUEL can still revoke it, even after an order has been placed, provided this is done within 5 working days of receiving the order.

2.2. Quantities, weights, sizes, prices, etc., listed in price lists, on the website, in quotes, and other documents are for informational purposes only. Although the main characteristics of the products are described as accurately as possible, they are merely indicative and do not bind VIBEFUEL.

2.3. If an offer contains an obvious error or seems too good to be true and is not promoted elsewhere, it can also be revoked after acceptance of the order. The order must remain unopened; otherwise, VIBEFUEL will be forced to charge the actual costs. This revocation can occur up to 40 working days after receipt.

2.4. Discount codes are only applicable to products that are not already on sale.

## 3 AGREEMENTS

3.1. An agreement is only considered legally valid once VIBEFUEL has confirmed the order in writing. The content of the agreement is determined by the offer and/or order confirmation from VIBEFUEL and these general terms and conditions.

3.2. If an additional order is placed after the initial order, the originally agreed delivery time is no longer applicable.

3.3. VIBEFUEL and the counterparty expressly agree that a valid agreement is established through the use of electronic communication methods, as soon as the conditions in articles 3.1 and 3.2 are met. The absence of a signature does not affect the binding nature of the offer and its acceptance.

3.4. There is no minimum order size. For orders over €50,- no shipping costs will be charged. For orders under €50,- VIBEFUEL charges a shipping fee of €3.95.

3.5. Goodies (any free products that VIBEFUEL may send with the order) cannot be exchanged or redeemed for cash or store credit.

## 4 PRICES

4.1. All price quotations and prices from VIBEFUEL are listed in euros and include VAT and any other applicable costs, such as taxes.

4.2. Shipping costs are not included in the price unless stated otherwise.

4.3. If, after the agreement is concluded, the prices of materials, taxes, and/or other price-determining factors change, VIBEFUEL has the right to implement these price changes. If the price increases by more than 10%, the counterparty has the right to cancel the agreement in writing within seven days of receiving notification of the change. This cancellation does not entitle the counterparty to compensation.

## 5 PAYMENT

5.1. For orders placed through the website, payment can be made using the payment options listed on the site. If payment is made using a credit card or another electronic payment method issued by a third party, the terms and conditions of the respective card issuer or bank apply. Payment by invoice is only possible if explicitly agreed upon, and payment must then be made within 14 days of the invoice date.

5.2. The counterparty is in default after the expiration of the payment term mentioned in paragraph 1 of this article, without the need for a formal notice of default, regardless of whether the cause of the delay is attributable to the counterparty.

5.3. Without prejudice to its other rights, VIBEFUEL is entitled to charge statutory (commercial) interest on the outstanding amount, calculated from the invoice due date.

5.4. All legal and extrajudicial costs incurred by VIBEFUEL in connection with a dispute with the counterparty, whether as a claimant or defendant, will be borne by the counterparty.

5.5. Incoming payments will first be applied to the oldest outstanding amounts, including interest and costs, even if the counterparty specifies otherwise.

## 6 COOLING-OFF PERIOD, CANCELLATION, AND RETURNS

6.1. In this article, the following terms are defined as:

- Consumer: Counterparty who is a natural person acting for purposes outside their trade, business, or profession.
- Cooling-off period: the period within which the Consumer may exercise the right of withdrawal.

- Right of withdrawal: the right to terminate a distance agreement within the cooling-off period in accordance with the provisions of this article 6.
- Distance agreement: an agreement between VIBEFUEL and the Consumer, concluded within a system organized for the sale or provision of services at a distance, where only one or more means of remote communication are used up to the point of concluding the agreement, without simultaneous personal presence of VIBEFUEL and the Consumer.

6.2. The Consumer has the right to withdraw from a distance agreement without providing reasons within 14 days (the Cooling-off period). This right does not apply to non-consumers. The burden of proof for the correct and timely exercise of this right rests with the Consumer.

6.3. The Cooling-off period as referred to in article 6.1 begins:

- on the day the Consumer or a third party designated by the Consumer, who is not the carrier, receives the product; or
- on the day the Consumer or a third party designated by the Consumer, who is not the carrier, receives the last product, if the Consumer ordered multiple products that are delivered separately; or
- on the day the Consumer or a third party designated by the Consumer, who is not the carrier, receives the final shipment or part, if the delivery of a product consists of multiple shipments or parts; or
- on the day the Consumer or a third party designated by the Consumer, who is not the carrier, receives the first product under an agreement that provides for the regular delivery of products for a specified period.

### Exercising the right of withdrawal

6.4. The Consumer can exercise the Right of withdrawal by sending an email to [info@vibefuel.com](mailto:info@vibefuel.com) within the Cooling-off period. VIBEFUEL may ask for the reason for the withdrawal, but the Consumer is not obliged to provide one. The Consumer must specify the relevant order number and products when exercising the Right of withdrawal. The Consumer may also exercise the right before receiving the product.

6.5. VIBEFUEL will immediately send a confirmation of receipt after receiving this notification.

6.6. During the Cooling-off period, the Consumer is required to handle the product with care. The product may be viewed and tried on but must not be used. The product must be returned undamaged, complete, and, if reasonably possible, in its original packaging. For clothing items, the label must still be attached.

6.7. The Consumer is only liable for any decrease in the value of the product resulting from handling the product beyond what is necessary to establish its nature and characteristics.

6.8. Unless VIBEFUEL offers to collect the products itself, the Consumer must return the product promptly and in any event within 14 days of submitting the withdrawal notice or hand it over to VIBEFUEL or a person authorized by VIBEFUEL to receive it.

6.9. The Consumer bears the direct costs of returning the product unless VIBEFUEL has failed to inform the Consumer that these costs must be borne.

6.10. If an entire order is returned, any included goodies must also be returned. If these are not returned, their costs may be charged.

### Refunds upon Withdrawal

6.11. After termination of the agreement in accordance with article 6.2, VIBEFUEL will reimburse all payments received from the Consumer, including delivery costs, without delay and no later than 14 days after receiving the withdrawal notice. VIBEFUEL will use the same payment method used by the Consumer unless otherwise agreed without additional costs to the Consumer. If the Consumer explicitly chose a more expensive delivery method than the one offered by VIBEFUEL, VIBEFUEL is not obliged to reimburse the additional costs. Unless VIBEFUEL collects the products itself, it may delay the refund until it has received the products or the Consumer has provided proof of return, whichever comes first.

6.12. If after the return the total order value falls below €50, VIBEFUEL is entitled to charge the shipping costs of €3.95.

### Exclusions from the Right of Withdrawal

6.13. The Right of withdrawal is excluded for:

- Service agreements after full performance of the service, provided:
  1. the performance has begun with the Consumer's express prior consent; and
  2. the Consumer has declared that they waive their right of withdrawal once VIBEFUEL has fully performed the agreement.
- The purchase of:
  1. products made according to the Consumer's specifications, that are not prefabricated, and that are manufactured based on an individual choice or decision by the Consumer, or that are clearly intended for a specific person;
  2. products that spoil quickly or have a limited shelf life;
  3. products that, for health or hygiene reasons, are not suitable for return and whose seal has been broken after delivery (such as food, dietary supplements, underwear, socks, and beverages);

4. products that, by their nature, are irrevocably mixed with other products after delivery;
5. alcoholic beverages for which the price was agreed at the time of purchase but can only be delivered after 30 days, and whose actual value depends on market fluctuations over which VIBEFUEL has no control;
6. audio and video recordings and computer software whose seal has been broken after delivery;
7. newspapers, magazines, or periodicals, except for subscriptions to the regular delivery of such publications;
8. digital content that is not delivered on a physical medium, if the performance has begun with the Consumer's express prior consent and the Consumer has declared that they waive their right of withdrawal.

## 7 DELIVERY TIME, DELIVERY, RISK

7.1. In principle, VIBEFUEL aims to dispatch orders placed on a working day before 22:00 on the same day. The delivery period stated in the offer and/or order confirmation is not considered a strict deadline and is only provided as an estimate, even if it has been explicitly accepted by the counterparty.

7.2. If the counterparty is not at home at the time of delivery, the package will be offered again the following day or brought to a post office. If a package is refused, the address is incorrect, or the package is not collected, VIBEFUEL will charge €5,- in return costs. If paid via Klarna, the return costs will be €7,-, plus a surcharge of €0.95 for the payment method.

7.3. Different conditions may apply for deliveries abroad.

7.4. The stated or agreed delivery period will be automatically extended, without limitation, by the period(s) during which:

- there is a delay in production and/or shipment and/or other circumstances temporarily preventing performance, regardless of whether VIBEFUEL is to blame;
- the counterparty fails to meet one or more of its obligations to VIBEFUEL, or there is reasonable fear that it will do so, regardless of the cause;
- the counterparty does not enable VIBEFUEL to execute the agreement, such as failing to communicate the delivery location in time.

7.5. The counterparty is obliged to accept and inspect the goods ordered from VIBEFUEL (see warranty). If the goods are refused or delivery proves impossible, VIBEFUEL may store the goods at the counterparty's expense and risk. The storage costs will be charged to the counterparty. VIBEFUEL may demand performance of the agreement but reserves the right to terminate the agreement without judicial intervention, without prejudice to the right to claim damages.

7.6. If an incorrect or extra item is received, the counterparty is required to inform VIBEFUEL. The item must not be opened and will be returned. If the item is opened, VIBEFUEL will charge for the costs.

## 8 PERFORMANCE OF THE AGREEMENT

8.1. VIBEFUEL will perform the agreement to the best of its knowledge and ability, in accordance with the requirements of good workmanship.

8.2. VIBEFUEL has the right to subcontract the execution of the agreement or parts thereof to third parties not employed by VIBEFUEL without the counterparty's consent. Furthermore, VIBEFUEL is entitled to transfer the agreement in whole or in part to another party without the counterparty's consent.

8.3. The counterparty must ensure that all information, which VIBEFUEL indicates is necessary, or which the counterparty should reasonably understand is necessary for the execution of the agreement, is provided to VIBEFUEL in a timely manner. If the necessary information is not provided on time, VIBEFUEL is entitled to suspend the execution of the agreement.

## 9 WARRANTY/COMPLAINTS

9.1. VIBEFUEL guarantees that the products comply with the specifications stated in the offer and meet reasonable standards of reliability and usability. Only if specifically agreed upon does VIBEFUEL guarantee that the products are suitable for purposes other than normal use.

9.2. If a product is unusable due to damage during shipping or does not match the ordered product, the counterparty has the right to return the product in a timely manner.

9.3. The counterparty is obliged to read and follow the information and advice provided by the manufacturer when using the delivered products.

9.4. VIBEFUEL complies with legal provisions, which differ for consumers and non-consumers. No warranty is provided if:

- the delivered products show minor imperfections or deviations that fall within a reasonable tolerance;
- the products have been used for purposes other than those for which they are normally intended, or if they have, in VIBEFUEL's opinion, been used, stored, or transported in an improper manner;
- the damage was caused by negligence on the part of the counterparty or by acting in violation of VIBEFUEL's instructions, guidelines, and advice;
- the counterparty has not met its obligations to VIBEFUEL, whether financial or otherwise.

9.5. If the counterparty makes a written warranty claim within 5 days of receiving the products, in accordance with the provisions of the agreement and these

general terms and conditions, and if VIBEFUEL deems the claim to be valid, VIBEFUEL will, at its discretion, either replace the defective products (or parts thereof) free of charge (whereby the replaced products become the property of VIBEFUEL) or offer a price reduction. For consumers, this period is 6 months after purchase.

9.6. Filing a warranty claim does not suspend the counterparty's payment obligation.

9.7. If VIBEFUEL addresses a complaint outside the aforementioned cases, it does so voluntarily and the counterparty cannot derive any rights from this.

## 10 INSPECTION

The products are inspected by VIBEFUEL before delivery. The counterparty has the right, at their own expense, to have the products inspected before delivery at a time and place determined by VIBEFUEL.

## 11 NON-PERFORMANCE / TERMINATION / SUSPENSION

11.1. VIBEFUEL is entitled to terminate the agreement in whole or in part with immediate effect and without judicial intervention or to suspend performance, without prejudice to its right to demand performance and/or compensation, if:

- the counterparty acts in violation of any provision of the agreement between the parties;
- the counterparty dies, files for a moratorium on payments, files for bankruptcy, or bankruptcy of the counterparty is filed for;
- any of the counterparty's assets are seized.

11.2. The provision of paragraph 1 also applies if the counterparty, after being invited in writing, fails to provide adequate security in VIBEFUEL's judgment within seven days.

## 12 LIABILITY

12.1. VIBEFUEL is not liable for damage resulting from any failure to fulfill its obligations towards the counterparty. The fulfillment of the warranty obligations as described in article 9 serves as the sole and full compensation. Any other form of compensation, regardless of the cause, is excluded, unless it is the result of intent or gross negligence on the part of VIBEFUEL or its managerial subordinates.

12.2. VIBEFUEL is also not liable for actions of (non-managerial) subordinates or others whom it has engaged for the execution of the agreement.

12.3. VIBEFUEL is not liable for any advice provided, printing or typographical errors on the website, or information provided by suppliers or manufacturers. Nor is it liable for unforeseeable and reasonably uncontrollable defects in product quality.

12.4. The counterparty must always allow VIBEFUEL the opportunity to resolve a complaint; otherwise, the right to liability and compensation will lapse.

12.5. If VIBEFUEL is nevertheless held liable, liability (regardless of the basis) is limited to the amount VIBEFUEL has received for the relevant agreement from the counterparty, with a maximum of €8,000.

## 13 USAGE & LEGALITY

13.1. Always consult a doctor before using dietary supplements, especially if you are taking medication (whether prescription or over-the-counter) or have a medical history, including, but not limited to: high or low blood pressure, heart rhythm disturbances, stroke, heart, liver, kidney, or thyroid diseases, epilepsy, mental disorders, diabetes, or difficulty urinating due to an enlarged prostate.

13.2. Some products contain caffeine and/or other stimulating ingredients. These should not be used by individuals who wish to avoid such ingredients in their diet.

13.3. Discontinue use and consult a doctor if you experience any adverse effects from using a dietary supplement.

13.4. Never exceed the recommended dosage and do not use a product if the safety seal is broken or missing.

13.5. Some products offered by VIBEFUEL may contain ingredients that, while legal under Dutch law, are prohibited by certain sports organizations or federations. These substances may result in a positive doping test for professional athletes. Therefore, athletes must first consult their respective sports federation.

13.6. Products purchased from VIBEFUEL must always be stored out of the reach of children and pets.

13.7. The user assumes all risks, responsibilities, and consequences related to the use of products purchased from VIBEFUEL at their own risk.

13.8. All products on the website are legally permitted in the Netherlands. The consumer is responsible for informing themselves about the laws, import regulations, and customs rules in their own country before ordering and declares that the import of the ordered products is legal in their country. We do not encourage the illegal use of our products. In case of doubt, we advise the consumer to seek legal advice.

13.9. VIBEFUEL does not guarantee that the information and products on this website are available, applicable, or legally permitted outside the Netherlands. The information provided by VIBEFUEL via the website, links to other websites, or by its employees via phone, email, or other communication methods, is solely for educational and informational purposes. This information should never be regarded as a recommendation to take certain actions. Use of this information is entirely at the user's own risk.

## 14 FORCE MAJEURE

14.1. Force majeure is defined as any circumstance beyond the control and influence of VIBEFUEL BV, whether foreseeable at the time the agreement was

entered into or not, that prevents VIBEFUEL from fulfilling its obligations reasonably. This includes, but is not limited to, war, government measures, shortages of raw materials, factory or transportation disruptions of any kind, hacking, ICT failures, strikes, lockouts or shortages of personnel, quarantine, epidemics, pandemics, frost delays, failures by third parties engaged by VIBEFUEL to execute the agreement (such as late deliveries by suppliers), decisions by suppliers to cease services, and so forth.

14.2. In the event of force majeure, VIBEFUEL has the right to terminate the agreement in whole or in part or to suspend the performance of its obligations without being required to pay damages. The counterparty remains obligated to pay for the portion of the agreement that has already been fulfilled.

### **15 PARTIAL INVALIDITY**

If one or more provisions of this agreement with the counterparty are found to be invalid or not fully legally valid, the remaining provisions shall remain in full force. The parties shall enter into consultations to replace the invalid provisions with arrangements that come as close as possible to the original intention and the intended economic result of the parties in a legally effective manner.

### **16 PLACE OF PERFORMANCE, APPLICABLE LAW, COMPETENT COURT**

16.1. The place of business of VIBEFUEL, De Run 5136, 5503 LV Veldhoven, is considered the place where the counterparty must fulfill its obligations towards VIBEFUEL, unless mandatory legal provisions prescribe otherwise.

16.2. All offers and agreements of VIBEFUEL are exclusively governed by Dutch law.

16.3. All disputes arising from the agreement between the counterparty and VIBEFUEL, or from subsequent agreements resulting from it, shall be settled by the competent Dutch court in the district of Den Bosch. If the counterparty is a consumer and this provision would lead to the jurisdiction of a court that is not legally competent, the counterparty has one month, after VIBEFUEL invokes this provision, to choose to have the dispute resolved by the court that is legally competent.

16.4 This is a translation of the Dutch general terms and conditions. In the event of any discrepancies between the English and Dutch versions, the Dutch general terms and conditions shall prevail.

### **17 REVIEWS**

Leaving a review is highly appreciated by us. However, the consumer must be logged in before a review can be posted. Afterward, our team will review the submission. A review may be removed for the following reasons:

- Insufficient content, such as reviews consisting of only one word.
- Use of sentences in ALL CAPS or other distracting elements.
- Mentioning contact information such as phone numbers, addresses, or URLs.
- Mentioning transient information like prices or current events.
- Use of languages other than Dutch, German, or English.
- Mentioning other (online) stores.
- Use of offensive or inappropriate language.
- Plagiarism or infringement of intellectual property rights or other rights.
- No verifiable proof that the reviewer has actually purchased the product.
- Mentioning medical claims.
- False information or statements.
- Unlawful content of any kind, against anyone.

### **VIBEFUEL BV**

De Run 5136  
5503 LV Veldhoven

Chamber of Commerce number: 93122667