

GENERAL TERMS AND CONDITIONS 24/7 VITALITY LLC

art. 1. General

Definitions and Applicability

- 1.1 In these terms and conditions ("Terms"), the following terms:
 - 24/7 Vitality: 24/7 Vitality BV;
 - Client: any natural or legal person with whom 24/7 Vitality negotiates about the conclusion of an Agreement and/or enters into an Agreement;
 - Agreement: any agreement concluded between 24/7 Vitality and the Client under which (among other things) products and/or services are supplied by 24/7 Vitality to the Client, any amendment thereof or addition thereto, as well as all legal acts in preparation for and agreement.
- 1.2 These Terms and Conditions form part of all Agreements and apply to all related and prior (legal) acts of 24/7 Vitality and the Client. In the event of a conflict, the Agreement will prevail over these Terms.
- 1.3 The applicability of general terms and conditions of the Client, by whatever name, is expressly rejected by 24/7 Vitality.
- 1.4 Deviations from these Terms and Conditions are only valid if and insofar as they have been laid down expressly and in writing by 24/7 Vitality.
- 1.5 If 24/7 Vitality does not always require strict compliance with these Conditions, this does not mean that the provisions thereof do not apply, or that 24/7 Vitality would to any extent lose the right to demand strict compliance with these Conditions.

Art.2 - Conclusion of Agreements

- 2.1 Binding offers or (price) quotations Fitter Netherlands not and gelonly as an invitation to give an order[†] An Agreement is only concluded if and as far as Fitter Netherlands an order from the Client in writing, which also includes by e-mail, by by means of its order confirmation, or by signing any other written document.
- 2.2 24/7 Vitality can under no circumstances be held to its quotations, offers, order confirmations or Agreements if the Client can reasonably understand that these contain an obvious mistake or error.
- 2.3 The prices stated in a quotation, offer, order confirmation or Agreement are exclusive of turnover tax and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless indicated otherwise.
- 2.4 A composite quotation does not oblige 24/7 Vitality to perform part of the assignment for a corresponding part of the stated price. Offers or quotations do not automatically apply to future Agreements.
- 2.5 All further agreements or changes thereto made between 24/7 Vitality and the Client for the implementation of the Agreement have been made, only apply if and insofar as they have been laid down in writing by 24/7 Vitality.
- 2.3 The agreement between 24/7 Vitality and the Client is entered into for an indefinite period, unless from the nature of the Agreement arises otherwise or if the parties expressly agree otherwise in writing.

art. 3 – Performance of the Agreement

- 3.1 The agreed execution term will be observed by 24/7 Vitality as much as possible, but is not a strict deadline.
- 3.2 Unless otherwise agreed, 24/7 Vitality will not commence the performance of its work before the total agreed fee has been paid (in advance).
- 3.3 If the execution period is exceeded, the The client is not entitled to any compensation in this regard.
- 3.4 If 24/7 Vitality requires information from the Client for the execution of the Agreement, the execution period will not commence until after the Client has made this correct and complete available to 24/7 Vitality.
- 3.5 24/7 Vitality has the right to have the work performed in whole or in part

by third parties.

- 3.6 24/7 Vitality is entitled to execute the Agreement in different phases and to invoice the part thus executed separately.

art. 4 - Force majeure at 24/7 Vitality

- 4.1 In the event that Fitter Netherlands due to force majeure is prevented within the execution period to fulfill its obligations towards the Client, the implementation period has been extended. Force majeure is in any case understood to mean any circumstance independent of the will of 24/7 Vitality, such as but not limited to natural disasters, business failures, strikes, lockouts, traffic difficulties, government measures, problems with the energy supply and shortcomings of third parties engaged by 24/7 Vitality.
- 4.2 Does the force majeure situation last longer than two months? lasted, or is it certain that it lasted longer than two monthslasts, then both parties have the right to dissolve the Agreement for the part that has not been performed. In that case, the Client is not entitled to compensation.

art. 5 – Prices and payment

- 5.1 The prices are fixed in Euros are exclusive of sales tax and other government charges.
- 5.2 The Client will pay the invoiced amounts within 30 days of the invoice date without deductions, discounts or settlements. Every payment term is final. If the payment term is exceeded, the Client is in default and all claims of 24/7 Vitality against the Client, for whatever reason, are immediately due and payable. Furthermore, the Client from the due date the Dutch statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code. In addition, in the event of late payment, all judicial and extrajudicial collection costs will be borne by the Client. The extrajudicial collection costs are set at 15% of the principal sum, including VAT, with a minimum of €250, without prejudice to 24/7 Vitality's right to demand reimbursement of the actual costs if these costs are higher and without prejudice to the costs of legal proceedings. or arbitration.
- 5.3 The Client is not entitled to any payment obligationing towards 24/7 Vitality.
- 5.4 At the first request of 24/7 Vitality, the Client is obliged to provide security, to the full satisfaction of 24/7 Vitality, for the timely and complete payment of its payment and other obligations.
- 5.5 The property of any goods sold, notwithstanding the actual delivery, will only be transferred to the Client after he has done all that he at Fitter Netherlands owes or will be, for whatever reason, has paid in full.
- 5.6 Activities via the webshop: As agreed, the amounts owed by the customer must be paid before the activity and service takes place. Payment must be made via the options offered within the webshop to our account NL89 INGB 0006 5209 89.
- 5.7 When advance payment is stipulated, the customer cannot assert any rights with regard to the execution of the relevant order before the stipulated advance payment has been received by 24/7 Vitality.
- 5.8 The customer has the obligation to immediately report inaccuracies in provided or stated payment details to 24/7 Vitality.
- 5.9 If the customer makes use of his right of withdrawal, this can be done 7 days before the start of the activity by means of a written notification. The amount will be refunded to the customer's account within 7 days. It is not possible to reclaim money if the service/activity has already started, provided the customer can provide a medical certificate. Then 24/7 Vitality will pay the full or remaining amount within 7 days reclaim.

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art. 6 – Complaints

- 6.1 The Client is obliged to immediately address any complaints regarding the execution of the Agreement, but within fourteen (14) days to notify 24/7 Vitality in writing after discovery of the defect in the performance, on pain of forfeiture of all claims in this regard.
- 6.2 In all cases, complaints/defects must be reported no later than three months after completion of the work concerned, under penalty of forfeiture of all claims in this regard.

art. 7 - Liability and Indemnification

- 7.1 24/7 Vitality is not liable for direct damage suffered by the Client or third parties. 24/7 Vitality is also not liable for direct damage suffered by the participants (consumers) or third parties
- 7.2 24/7 Vitality is not liable for indirect damage such as consequential damage, delay damage and loss of profit or turnover.
- 7.3 24/7 Vitality's liability towards the Client and/or third parties is in all cases limited to the invoice value of the products and/or services that caused the damage.
- 7.4 In addition, 24/7 Vitality's liability towards the Client and/or third parties is in all cases limited to the amount or amounts paid out by 24/7 Vitality's liability insurer.
- 7.5 The exclusions and limitations referred to in the previous paragraphs of this article will lapse if and insofar as the damage is the result of intent or willful recklessness on the part of 24/7 Vitality or its management.
- 7.6 The client will indemnify 24/7 Vitality against all claims from third parties, directly or indirectly related to (the use of) the Products and he will compensate 24/7 Vitality for all damage that 24/7 Vitality suffers as a result of such claims.

art. 8 – Absence and dissolution

- 8.1 If the Client does not, not timely or not properly fulfill its obligations arising from the Agreement or if 24/7 Vitality has good reason to fear this, 24/7 Vitality has the right to terminate the Agreement immediately, without notice of default or judicial intervention. or to dissolve it in whole or in part by means of a written notification, without 24/7 Vitality being obliged to pay any compensation, without prejudice to its other rights.
- 8.2 In the event that the Client:
- is declared bankrupt, applies for bankruptcy or suspension of payments;
 - discontinues or transfers its business or part thereof, including the contribution of its business to a company to be established or already existing, or changes the objective of its business;
- 24/7 Vitality is entitled to dissolve the Agreement with the Client immediately, without notice of default or judicial intervention, in whole or in part by means of a written notification, without prejudice to its other rights.

art. 9 - Intellectual Property Rights

- 9.1 Pursuant to the Agreement, the Client does not receive any only intellectual property rights with regard to the products or services of 24/7 Vitality.
- 9.2 All intellectual property rights to the Products made available to the Client or the services provided to it belong to 24/7 Vitality.
- 9.3 The Client is not allowed any by Fitter Netherlands ter to have the product or service made available or any part thereof copied or imitated without the express written permission of 24/7 Vitality.

art. 10 - Applicable law, competent court

- 10.1 These Terms and Conditions, as well as the Agreement, are exclusively governed by Dutch law.
- 10.2 All disputes that may arise as a result of the Agreement or these Terms and Conditions are exclusively will be submitted to the competent court in Gelderland, location Arnhem, on the understanding that 24/7 Vitality has the right to make claims against the Client with other courts having jurisdiction to take cognizance of such claims.

These Terms and Conditions were filed on August 25, 2015 with the Chamber of Commerce in Arnhem under number 58230599.