

TERMS OF PROMETEUS

Terms and Conditions Prometeus Sport BV.

1. General part.

1.1 These terms and conditions are used by Prometeus Sport BV located on the Maxwellstraat 29, Emmen, the Netherlands.

1.2 Prometeus Sport BV is an enterprise which engages in the import of food supplements and the wholesale of food supplements.

1.3 These terms and conditions are registered at the chamber of commerce in Emmen, the Netherlands under number 04061756.

2. Realization of the agreement.

2.1 The agreement with the customer is realized after confirmation by Prometeus Sport BV or when Prometeus Sport BV begins to process the agreement.

2.2 An offer or agreement (proposal) is subject to price changes. Prometeus Sport BV has the right to change the used prices the whole time.

3. Prices.

3.1 All prices are stated in Euros and are exclusive of VAT and shipping costs unless stated differently in the offer or agreement.

3.2 Prometeus Sport BV has the right to charge the other party for any cost price raising factors, including but not limited to levy's, taxes and surcharges.

4. Payment.

4.1 All sales are subject to pre-payment unless stated differently in the offer or agreement.

4.1.1 If an invoice has not been paid within the established payment term, the other party, without reminders to recalcitrant or a formal notice, is in neglect. At that point all the vacant invoices of Prometeus Sport BV will become directly and fully claimable.

4.1.2 If the invoice is not paid on time the counterparty is indebted to pay interest on overdue payments at the rate of 1.5% per month.

4.1.3 In case it is necessary for Prometeus Sport BV to collect a payment through a debt collection agency all the costs, including but not limited to administration costs, judicial and out-of-court costs, costs of petition for compulsory liquidation, will be charged to the counterparty. The out-of-court costs will amount to a total of at least 15% of the unpaid amount with an absolute minimum of 150 Euros.

4.1.4 In case the counterparty does not fully comply to every detail of their agreement with Prometeus Sport BV or in case Prometeus Sport BV has reasonable doubts concerning the payment capability of the counterparty, Prometeus Sport BV is authorized to put a hold on the delivery of goods until the counterparty has given sufficient certainty that the outstanding debt and payments will be met.

4.1.5 The payment commitment of the counterparty can not be suspended by the counterparty due to damages to the delivered goods and/or consequential damages.

5. Delivery.

5.1 Delivery is always done ex-warehouse in Emmen.

5.2 The agreed delivery time does not count as a fatal term unless specifically agreed upon differently in writing.

5.3 Due to the nature of the goods delivered by Prometeus Sport BV the risks are completely transferred to the counterparty upon delivery.

5.4 In case the counterparty is negligent in providing information and/or instructions that are essential for delivery, Prometeus Sport BV is authorized to store the goods at the risk and cost of the counterparty and charge the counterparty for all costs that this matter brings with it.

5.5 The transport of sold goods is at all time done at the risk and cost of the counterparty, this also counts if Prometeus Sport BV, at the request of the counterparty, provides for and pays for transport of the goods.

6. Ownership retention.

6.1 Delivery takes place under ownership retention. Ownership of the goods shall pass to the buyer only upon full payment of the price thereof and of any other amounts due and owing to Prometheus Sport BV with respect to the goods, their purchase or their transportation.

6.2 When the counterparty does not meet the payment deadline or when there is sufficient reason to believe that the counterparty is not going to meet the payment deadline or will not pay at all, Prometheus Sport BV is authorized to take back all goods delivered by Prometheus Sport BV which according to the previous section are still rightfully owned by Prometheus Sport BV. The counterparty will give there unconditional and full cooperation at first notice from Prometheus Sport BV whenever this matter occurs.

7. Force Majeure.

7.1 Force Majeure is recognized as Force Majeure as stated by section 6:75 BW of the Dutch national law.

7.2 If by Force Majeure the delivery is delayed by more than two months, both Prometheus Sport BV and the counterparty are empowered to dissolve the agreement.

8. Liability.

8.1 Prometheus Sport BV is not liable for any damages suffered by the counterparty, save for when the counterparty can demonstrate deliberate intent or serious misconduct on the side of Prometheus Sport BV.

8.2 Prometheus Sport BV is on no account liable for any consequential damages suffered by the counterparty.

8.3 Any liability for damages is explicitly limited to the amount paid by the insurance company in the relevant case.

8.4 When for whatever reason the insurance company does not pay claim, liability for damages is explicitly limited to the price listed on the invoice.

8.5 Prometheus Sport BV is not liable for the labeling of the products. The customer is liable for the correct labeling of the products.

8.6 Prometheus Sport BV distributes products that comply to the demands set by the Dutch law for trading in the Netherlands.

8.7 The customer needs to be aware of the legislation in his or her country concerning the products they wish to buy from Prometheus Sport BV. The customer needs to see to it that he or she only buys products from Prometheus Sport BV that comply to the national law of the country the products are exported to. Prometheus Sport BV is not liable for a possible confiscation of the ordered goods.

9. Monitoring and Complaint.

9.1 Both private customers and professional customers need to thoroughly check the delivered goods for any defects within 5 days of delivery.

9.2 Due to the nature of the delivered goods all complaints by a professional customer need to take place within 5 days of finding a defect and must be made in writing to Prometheus Sport BV. The professional customer can not appeal to non-conformity after this time limit.

9.3 In the case of a private customer the time limit for lodging a complaint is the time limit stated in art. 7:23 BW of the Dutch national law.

10. (Consequences of) Dissolution.

10.1 Prometheus Sport BV is entitled to dissolve the agreement without any legal intervention in case the counterparty is declared bankrupt, files for suspension of payment, is admitted to a statutory debt arrangement scheme or otherwise loses the decision power over his or her capital or parts of it.

10.2 The counterparty is not entitled to dissolve the agreement between Prometheus Sport BV and the counterparty.

10.3 Due to the dissolution of the agreement, accounts receivable on both sides become claimable immediately. The counterparty is legally liable for any damages suffered by Prometheus Sport BV, including but not limited to loss of profit and transport costs.

11. Disputes and applicable law.

11.1 The agreement between Prometheus Sport BV and the counterparty applies to Dutch National law.

11.2 All differences shall be settled by the Court of Law in the domicile of Prometheus Sport BV unless Prometheus Sport BV lays the difference before a different, according to legal competency rules, able court of law.