

## **General Terms and Conditions GK Health B.V.**

The private limited company GK Health B.V. (hereinafter: GK Health) is registered with the Chamber of Commerce under number 87887274 and has its registered office at ten Katestraat 26 A 1 (1053 CG) in Amsterdam.

### **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 GK Health.
7. Products: The Products offered by GK Health are microdosing truffles.
8. Seller: The supplier of Products to Buyer, hereinafter: GK Health.

### **Article 2 - Applicability**

1. These general terms and conditions apply to every Offer by GK Health and every Agreement between GK Health and a Buyer and to every Product offered by GK Health.
2. Before a (distance) Agreement is concluded, the Buyer will be provided with these general terms and conditions. If this is not reasonably possible, GK Health 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 GK Health, 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 GK Health.
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 invalid, 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 GK Health 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 GK Health is without obligation. GK Health 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, GK Health has the right to refuse an Agreement with a potential Buyer for any good reason for GK Health.
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 GK Health. 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). GK Health 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 GK Health 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 GK Health 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 GK Health by paying for the relevant Product.
2. An Offer can be made by GK Health via the website.
3. If the Buyer has accepted the Offer by concluding an Agreement with GK Health, GK Health 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, GK Health is not bound by it.
5. GK Health 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. GK Health will perform the Agreement to the best of its knowledge and ability.
2. If and insofar as required for proper performance of the Agreement, GK Health has the right to have certain activities performed by third parties at its own discretion.
3. The Buyer shall ensure that all information, which GK Health indicates is necessary or which the Buyer should reasonably understand to be necessary for the performance of the Agreement, is provided to GK Health in a timely manner. If the information required for the execution of the Agreement is not provided to GK Health in time, GK Health has the right to suspend the execution of the Agreement.
4. In the performance of the Agreement, GK Health is not obliged or obliged to follow the Buyer's instructions if this changes the content or scope of the Agreement. If the instructions result in additional work for GK Health, the Buyer is obliged to reimburse the additional or additional costs accordingly.
5. GK Health may require security from the Buyer or full payment in advance before proceeding with the performance of the Agreement.
6. GK Health is not liable for damage, of whatever nature, that has arisen because GK Health relied on incorrect and/or incomplete information provided by the Buyer, unless GK Health was aware of this inaccuracy or incompleteness.
7. The Buyer indemnifies GK Health 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 GK Health or other circumstances beyond GK Health's control, if any delay occurs, GK Health is entitled to a reasonable extension of the delivery or completion period. All agreed delivery times are never strict deadlines. The buyer must give GK Health 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 to it 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, GK Health is entitled to store the goods at the expense and risk of the Buyer.
4. If the Products are delivered by GK Health or an external carrier, GK Health is entitled, unless otherwise agreed in writing, to charge any delivery costs. These will then be invoiced separately unless expressly agreed otherwise.

5. If GK Health 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 GK Health with all information necessary for the performance.
6. If GK Health has specified a term for delivery, this is indicative. Longer delivery times apply for delivery outside the Netherlands.
7. GK Health 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. GK Health is entitled to invoice the delivered goods separately.
8. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise. GK Health reserves the right to refuse delivery if there is a well-founded fear of non-payment.

### **Article 7 - Packaging and transport**

1. GK Health 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 comments 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, but only to unpack or use them to the extent necessary. is to be able to assess whether it keeps 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 himself 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. GK Health does not accept any liability for incorrect use of the Product by the Buyer.
3. Any visible defects or shortcomings must be reported to GK Health in writing after delivery at [info@go-microdose.com](mailto:info@go-microdose.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 itself, 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 GK Health in the manner indicated by GK Health.

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 GK Health, in accordance with the return instructions of GK Health. The direct costs for return shipments are for the account and risk of the Buyer.
6. GK Health is entitled to initiate an investigation into the authenticity and condition of the returned Products before a refund will be made.
7. Refunds to the Buyer will be processed as soon as possible, but the payment can take no later 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 GK Health, GK Health will send the missing Product(s) or the cancel 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 GK Health.

## **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 GK Health has no influence, GK Health 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 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 GK Health that have been made known to it. Parties can only agree on a different payment term after explicit and written permission from GK Health.
4. If a periodic payment obligation of the Buyer has been agreed, GK Health 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, GK Health's claims against the Buyer are immediately due and payable.

6. GK Health has the right to have the payments made by the Buyer go first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. GK Health may, without being in default as a result, refuse an offer of payment if the Buyer designates a different order for the allocation. GK Health 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 is in default being a Company. 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 they falls into default.

8. From the date that the Buyer is in default, GK Health 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 GK Health 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 GK Health remain the property of GK Health until the Buyer has fulfilled all the following obligations under all Agreements concluded with GK Health.

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 GK Health of this as soon as can reasonably be expected.

4. In the event that GK Health wishes to exercise its property rights referred to in this article, the Buyer already now grants unconditional and irrevocable permission and authorization to GK Health or third parties to be designated by it to enter all those places where the properties of GK Health and to take those items back.

5. GK Health 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 GK Health. After the Buyer has fulfilled its obligations, GK Health 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 GK Health.

## **Article 12 - Warranty**

GK Health 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 the Seller of this use at the time of entering into the Agreement.

### **Article 13 - Instructions for use Products**

1. Buyer of Products must follow the instructions for use and instructions of GK Health.
2. The Buyer must store the Products carefully. If applicable, the Products must be kept in the packaging provided .
3. GK Health 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 GK Health 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. 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 room temperature (15-25 °C).
6. GK Health recommends to consult an expert before using the supplement in case of pregnancy, lactation, use of medication and in case of doubt about hypersensitivity to one of the ingredients. 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;
  - uses alcohol and/or drugs ;
  - Buyer is pregnant and/or breastfeeding;
  - Copper lithium carbonate used;
  - Buyer suffers from a mental or physical condition or illness;
  - Copper is color blind;
  - Buyer experiences extreme situations in life that Buyer has no control over;

### **Article 14 - Suspension and dissolution**

1. GK Health is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement if the Buyer does not or not fully fulfill the (payment) obligations under the Agreement.

2. In addition, GK Health is authorized to dissolve the existing Agreement between it and the Buyer, insofar as it has not yet been performed, without judicial intervention if the Buyer does not timely or properly fulfill its obligations under any agreement with GG. Media Holding Agreement concluded.
3. Furthermore, GK Health is authorized to dissolve the Agreement (or have it dissolved) without prior notice of default if circumstances arise of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if otherwise circumstances arise which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.
4. If the Agreement is dissolved, GK Health's claims against the Buyer are immediately due and payable. When GK Health suspends the fulfillment of its obligations, it retains its rights under the law and the Agreement.
5. GK Health always reserves the right to claim compensation.

## **Article 15 - Limitation of liability**

1. If the performance of the Agreement by GK Health leads to liability on the part of GK Health towards the Buyer or third parties, that liability is limited to the costs charged by GK Health in connection with the Agreement, unless the damage is caused by intent or gross negligence.
2. GK Health 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 is excluded. A restriction applies to Consumers in accordance with what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.
3. GK Health is not liable for and/or obliged to repair damage caused by the use of the Product. GK Health 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. GK Health 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. GK Health 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. GK Health does not guarantee a correct and complete transmission of the content of and e-mail sent by/on behalf of GK Health, nor for the timely receipt thereof.
7. All claims by the Buyer due to shortcomings on the part of GK Health will lapse if they have not been reported to GK Health 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. GK Health 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 GK Health, (ii) failure to properly fulfill obligations of suppliers that are Buyer has been prescribed or recommended to GK Health, (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 GK Health and (xi) other situations that in the opinion of GK Health are fall within its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.

3. GK Health has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after GK Health 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 GK Health 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, GK Health 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 GK Health. 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 GK Health rest exclusively with GK Health and are not transferred to the Buyer.

2. The Buyer is prohibited from publishing and/or multiplying, changing or making available to third parties all documents to which the intellectual property rights and copyrights of GK Health rest without the express prior written consent of GK Health. If the Buyer wishes to make changes to goods delivered by GK Health, GK Health must explicitly agree to the intended changes.

3. The Buyer is prohibited from using the Products to which the intellectual property rights of GK Health rest other than as agreed in the Agreement.

## **Article 19 - Privacy, data processing and security**

1. GK Health handles the (personal) data of the Buyer and visitors to the website(s) with care. If requested, GK Health will inform the person concerned about this.

2. If GK Health 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 GK Health 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. Complaints can be reported via [info@go-microdose.com](mailto:info@go-microdose.com) with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Buyer for GK Health to be able to handle the complaint.

3. GK Health 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 – Compliance and warranty**

1. The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

2. A warranty provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.

3. The entrepreneur guarantees that fresh psilocybin truffles are legal in the Netherlands and can therefore be shipped to all EU countries under the Mutual Recognition of Goods Principle of the European Commission. However, due to the rapidly changing legal landscape of all jurisdictions that the entrepreneur ships its products and/or services to, it is the customer's own responsibility to verify the local legal status of these products and/or services in his or her country of residence.

## **Article 22 - Applicable law**

1. Dutch law applies to every Agreement between GK Health 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. GK Health has the right to unilaterally change these general terms and conditions.

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

Final - General Conditions - April 25, 2022

Amsterdam, April 25, 2022