

General Terms and Conditions – Consumers

Article 1 – Applicability

1. These general delivery terms apply to all offers by BBrain and to any distance agreement concluded between BBrain and a consumer regarding the delivery or provision of goods or services (hereinafter referred to as ‘delivery(-ies)’) by BBrain B.V., located at Weerhuisweg 4, 6226 NC Maastricht, registered in the Chamber of Commerce under number 75772752 (hereinafter referred to as “BBrain”). **"Consumer"** refers to the natural person who is not acting for purposes related to his trade, business, craft, or profession. A **"distance agreement"** refers to an agreement between BBrain and the consumer concluded in the context of an organized system for remote sale of products, digital content, and/or services, where one or more remote communication techniques are used exclusively or in addition until the conclusion of the agreement.
2. Deviations or additions to these general delivery terms require explicit written consent from BBrain.
3. Before the distance agreement is concluded, the text of these general terms and conditions will be made available to the consumer, either digitally or otherwise. If the terms are made available digitally, they will be provided in such a way that they can be easily stored on a durable data carrier. If this is not reasonably possible, BBrain will indicate how the terms can be reviewed and that they will be sent to the consumer free of charge upon request, either digitally or otherwise.
4. If specific product or service conditions apply in addition to these general terms, the third section will apply accordingly, and the consumer may rely on the applicable provision that is most favorable to them in case of conflicting conditions.
5. The Dutch version of these general terms and conditions is the original and authentic version. In the event of discrepancies, contradictions, or interpretation differences between the Dutch version and a translated version (such as in English or German), the Dutch version shall prevail. Translations are provided solely for the convenience of the user and have no independent legal validity.
6. BBrain may monitor or record conversations between customer service and BBrain customers for business purposes such as training, evaluation, and/or quality control. Upon the consumer's request, the recording will be deleted.

Article 2 – The Offer

1. If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer.
2. The offer will include a full and accurate description of the offered products, digital content, and/or services. The description is detailed enough to allow the consumer to make an informed judgment about the offer. If BBrain uses images, these will be an

accurate representation of the offered products, services, and/or digital content. Obvious mistakes or errors in the offer do not bind BBrain.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are associated with the acceptance of the offer.

Article 3 – The Agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the associated conditions.
2. If the consumer has accepted the offer digitally, BBrain will immediately confirm receipt of the acceptance of the offer digitally. As long as BBrain has not confirmed the receipt of this acceptance, the consumer may cancel the agreement.
3. If the agreement is concluded digitally, BBrain will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the consumer can pay digitally, BBrain will take appropriate security measures for that purpose.
4. BBrain may, within legal frameworks, inform itself of whether the consumer can meet their payment obligations, as well as any facts and factors relevant to responsibly entering into the distance agreement. If BBrain has good grounds based on this investigation not to enter into the agreement, it is entitled to refuse an order or request or to attach special conditions to its execution.
5. BBrain will provide the following information to the consumer in writing or in such a manner that the consumer can easily store it on a durable data carrier, at the latest when delivering the product, service, or digital content:
 - The visiting address of the company's establishment where the consumer can submit complaints;
 - The conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - Information about warranties and after-purchase services;
 - The price including all taxes of the product, service, or digital content; if applicable, the delivery costs; and the method of payment, delivery, or execution of the distance agreement;
 - The requirements for cancellation of the agreement if the agreement lasts more than one year or is of indefinite duration;
 - If the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

7. The consumer is responsible for the accuracy of the information provided by them that is necessary for delivery.

Article 4 – Right of Withdrawal

For Products:

1. The consumer may cancel an agreement regarding the purchase of a product within a reflection period of 14 calendar days without providing any reason. BBrain may ask the consumer for the reason for the withdrawal, but may not require them to provide one.
2. The reflection period mentioned in paragraph 1 starts on the calendar day after the consumer or a third party designated by the consumer, who is not the carrier, has received the product, or:
 - If the consumer has ordered multiple products in the same order: the calendar day on which the consumer, or a third party designated by them, has received the last product. BBrain may refuse an order of multiple products with different delivery times, provided they have clearly informed the consumer about this before the ordering process.
 - If the delivery of a product consists of multiple shipments or parts: the calendar day on which the consumer, or a third party designated by them, has received the last shipment or part;
 - In the case of agreements for the regular delivery of products over a specific period: the calendar day on which the consumer, or a third party designated by them, has received the first product.

For services and digital content not delivered on a physical medium:

3. The consumer may cancel a service agreement and an agreement for the delivery of digital content not delivered on a physical medium within 14 calendar days without providing any reason. BBrain may ask the consumer for the reason for the withdrawal, but may not require them to provide one.
4. The reflection period mentioned in paragraph 3 starts on the calendar day following the conclusion of the agreement.

Article 5 – Obligations of the Consumer during the Reflection Period

1. During the reflection period, the consumer will handle the product and packaging with care. They will only unpack or use the product to the extent necessary to establish the nature, characteristics, and functioning of the product. The general guideline is that the consumer may handle and inspect the product as they would in a store.
2. The consumer is only liable for a decrease in the product's value resulting from handling the product in a way that goes beyond what is allowed in paragraph 1.

Article 6 – Exercise of the Right of Withdrawal by the Consumer and the Costs Involved

1. If the consumer exercises their right of withdrawal, they must notify BBrain within the reflection period using the model withdrawal form or another unequivocal method.
2. As soon as possible, but within 14 calendar days from the day following the notification mentioned in paragraph 1, the consumer must return the product with all delivered accessories, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur. The consumer has adhered to the return period if they return the product before the reflection period expires.
3. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
4. The consumer bears the direct costs of returning the product.
5. The consumer bears no costs for the full or partial delivery of digital content not delivered on a tangible medium if:
 - they did not expressly agree to begin performance of the agreement before the end of the reflection period;
 - they did not acknowledge that they would lose their right of withdrawal when giving consent; or
 - the entrepreneur failed to confirm this statement from the consumer.
6. If the consumer exercises their right of withdrawal, all agreements will be automatically dissolved.

Article 7 – BBrain's Obligations in Case of Withdrawal

1. If BBrain enables the consumer to notify the withdrawal digitally, it will send an acknowledgment of receipt of this notification without delay.
2. BBrain will refund all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 calendar days following the day on which the consumer notified the withdrawal. BBrain may withhold the refund until it has received the product or the consumer demonstrates that they have returned the product, whichever occurs first.
3. BBrain will use the same payment method that the consumer used for the refund unless the consumer agrees to another method. The refund is free of charge for the consumer.

4. If the consumer has chosen a more expensive delivery method than the cheapest standard delivery, BBrain does not need to refund the additional costs for the more expensive method.

Article 8 – Exclusion of the Right of Withdrawal

1. BBrain may exclude the following products and services from the right of withdrawal if this is clearly stated in the offer, at least in time before concluding the agreement:

Service agreements, after the full performance of the service, but only if:

- the performance has started with the express prior consent of the consumer; and
 - the consumer has stated that they lose their right of withdrawal once the entrepreneur has fully performed the agreement;
2. Products manufactured according to the consumer's specifications, which are not prefabricated and are made based on an individual choice or decision by the consumer, or which are clearly intended for a specific person;
 3. Products that spoil quickly or have a limited shelf life;
 4. Sealed products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;
 5. Products that, after delivery, are by their nature irrevocably mixed with other products;
 6. Sealed audio, video recordings, and computer software, whose seal has been broken after delivery;
 7. The delivery of digital content not on a tangible medium, but only if:
 - the performance has started with the express prior consent of the consumer; and
 - the consumer has declared that they lose their right of withdrawal.

Article 9 – Price

1. During the validity period specified in the offer, the prices of the offered products and/or services will not be increased, except for price changes due to changes in VAT rates. For long-term agreements, prices may be revised periodically. If a price change applies, BBrain will inform the consumer two months in advance. If the consumer does not wish to continue the long-term agreement, it can be canceled as of the calendar day on which the price increase takes effect, with a notice period of 1 month.

2. Notwithstanding the previous paragraph, BBrain may offer products or services whose prices are linked to fluctuations in the financial market and which BBrain cannot influence, at variable prices. This dependence on fluctuations and the fact that any prices mentioned are indicative prices will be stated in the offer.
3. Price increases three months or more after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions. In such a case, the consumer may terminate the agreement as of the calendar day on which the price increase takes effect.
4. The prices stated in the offer of products or services are inclusive of VAT.

Article 10 – Performance of the Agreement and Extra Warranty

1. BBrain guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the applicable legal provisions and/or government regulations at the time of the conclusion of the agreement.
2. The warranty does not apply if: (i) the consumer has repaired or altered the delivered products themselves; (ii) the delivered products have been exposed to abnormal conditions or used in violation of the instructions from BBrain or the relevant user manual.
3. Any extra warranty provided by BBrain, its supplier, manufacturer, or importer does not limit the consumer's legal rights and claims they may assert under the agreement if BBrain fails to fulfill its part of the agreement.

Article 11 – Delivery and Performance

1. BBrain will exercise the utmost care when receiving and executing product orders and when assessing requests for the provision of services.
2. The place of delivery will be the address that the consumer has provided to BBrain.
3. BBrain will execute accepted orders no later than 30 calendar days, unless another delivery period has been agreed upon. If delivery is delayed, or if an order cannot be fulfilled, or can only be partially fulfilled, the consumer will be informed no later than 30 calendar days after placing the order. In this case, the consumer has the right to cancel the agreement without any costs and is entitled to any compensation.
4. After cancellation according to the previous paragraph, BBrain will immediately refund the amount paid by the consumer.

5. The risk of damage and/or loss of products lies with BBrain until delivery to the consumer or to a pre-designated representative known to BBrain, unless otherwise explicitly agreed.

Article 12 – Duration Transactions: Duration, Termination, and Extension

Termination:

1. The consumer may terminate an agreement entered into for an indefinite period, which involves the regular delivery of products or services, at any time by observing the agreed termination rules and a notice period of one month.

Extension:

2. An agreement entered into for a fixed period, which involves the regular delivery of products or services, will not be automatically extended or renewed. If the agreement is nevertheless continued automatically and products or services continue to be delivered, the consumer has the right to terminate at any time with a notice period of one month.

Duration:

3. If an agreement lasts more than one year, the consumer may terminate the agreement at any time after one year, with a notice period of one month.

Article 13 – Payment

1. Unless otherwise stated in the agreement or additional terms, amounts owed by the consumer must be paid within 14 calendar days after the start of the reflection period, or if there is no reflection period, within 14 calendar days after the conclusion of the agreement. In the case of a service agreement, this period starts the day after the consumer receives confirmation of the agreement. In cases of subscriptions, the owed amounts (until the cancellation date in accordance with Article 13) will be automatically debited from the bank account or credit card for which the consumer has authorized BBrain to carry out automatic direct debits.
2. The consumer has the duty to immediately report any inaccuracies in the provided or listed payment details to the entrepreneur.
3. If the consumer fails to fulfill the payment obligations on time, they are, after being notified by BBrain of the late payment and after BBrain has given the consumer a 14-day period to meet their payment obligations, liable for the statutory interest over the outstanding amount if payment is not made within this 14-day period. BBrain is entitled to charge the extrajudicial collection costs incurred. These collection costs amount to a maximum of: 15% on amounts up to €2,500, 10% on the next €2,500, and 5% on the next €5,000, with a minimum of €40. BBrain can deviate from these amounts and percentages in favor of the consumer.

Article 14 – Liability for Damage

1. Damage suffered by the consumer for which BBrain may be held liable will be compensated to the consumer solely according to the provisions below, regardless of the basis of the claim for compensation.
2. Except for damage covered under Article 14.8 or other damage that cannot be legally limited, BBrain is only obliged to compensate direct damage up to the amount paid by the consumer to BBrain for the products or services in question.
3. BBrain is never liable for loss of income, profit, agreements, data, or consequential damage, or indirect or other damage, regardless of the cause and regardless of how it was caused.
4. If BBrain provides advice without an explicit agreement for the provision of advice, such advice is of a non-binding nature, and BBrain does not accept any liability for it.
5. BBrain is not liable for damage caused by incorrect use and/or application of products supplied by BBrain by the consumer.
6. This article does not affect the legal rights of the consumer, nor the consumer's right to return products as established in Article 6.
7. The right to claim compensation for damage expires if no claim is made in writing within one (1) year after the damage could reasonably have been discovered, except for cases of non-conformity where a period of three (3) years applies. Damage is not eligible for compensation if it arises later than three (3) years after the delivery of the relevant product or if it was caused by incorrect or careless use of the supplied product.
8. The preceding limitations and exclusions do not apply in cases of personal injury or damage caused by intent or gross negligence of BBrain.

Article 15 – Complaints Procedure

1. The entrepreneur has a publicly known complaints procedure and will process complaints in accordance with this procedure.
2. Complaints regarding the execution of the agreement must be submitted fully and clearly described within a reasonable time after the consumer has discovered the defects.
3. Complaints submitted to BBrain will be answered within 14 calendar days from the date of receipt. If a complaint requires a longer processing time, BBrain will respond within the 14-day period with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed answer.

4. The consumer must give BBrain at least 4 weeks to resolve the complaint through mutual agreement. After this period, a dispute arises that is subject to the dispute resolution process.
5. BBrain can be reached at: Phone number: 088-0080130, Monday to Friday from 09:00 – 12:00 and from 13:00 – 17:00 or via email: info@bbrain.eu

Article 16 – Disputes

1. Dutch law applies exclusively to agreements between BBrain and the consumer to which these general terms and conditions apply.
2. In case of disputes between the consumer and BBrain, BBrain will first attempt to resolve the dispute through mutual agreement within 30 calendar days. If this is not possible, both parties may submit the dispute or complaint concerning the formation or performance of agreements regarding products and services provided by BBrain to the Court with jurisdiction over the dispute, including disputes considered as such by only one party.



Attachment I: Model Withdrawal Form

Model Withdrawal Form

(only complete and return this form if you wish to withdraw from the agreement)

- To: [name of entrepreneur] [entrepreneur's geographic address] [entrepreneur's email address or electronic address]
- I/We* hereby inform you that I/we* withdraw from our agreement concerning the sale of the following products: [product description]* the delivery of the following digital content: [digital content description]* the provision of the following service: [service description].
- Ordered on/received on* [order date for services or receipt date for products]
- [Name(s) of consumer(s)]
- [Address of consumer(s)]
- [Signature of consumer(s)] (only if this form is submitted on paper)

*Cross out what does not apply or fill in what applies.