

# terms and conditions

GENERAL TERMS AND CONDITIONS S&H UITGEVERIJ B.V.  
Dutch Trade Register No. 65955676

## 1. Definitions

1.1 In these general terms and conditions, the following terms are defined as:

- a) S&H: S&H Uitverij B.V., located in Amsterdam, operating under the trade names HappyHealthy and Publishing HappyHealthy;
- b) Purchaser: a natural person or legal entity who enters into a distance contract with S&H;
- c) Distance contract: a contract in which, within the framework of a system organized by S&H for remote sale of products and/or services, the conclusion of the contract is exclusively made using one or more techniques for remote communication.
- d) Cooling-off period: the period during which the purchaser can exercise their right of withdrawal;
- e) Right of withdrawal: the option for the customer to withdraw from the distance contract within the cooling-off period.

## 2. Applicability

2.1 These Terms and Conditions form part of all agreements and apply to all (other) acts and legal transactions between S&H and the purchaser, even if those (legal) acts do not lead to, or are not related to, a contract.

2.2 Before the contract is concluded, these terms and conditions will be made available electronically in a way that they can be stored for later reference. If this is not reasonably possible, the conditions can also be requested from S&H.

## 3. Offer, Acceptance, and the Contract

3.1 An offer contains a complete and detailed description of the offered products and/or services so that the purchaser can make a well-informed decision about the content of the products and/or services.

3.2 An offer from S&H is made with care but does not bind them and is only considered an invitation to the purchaser to place an order. S&H cannot guarantee that there will be no deviations concerning an offer.

3.3 S&H has the right to refuse orders or to attach special conditions to the execution. In this context, S&H is entitled to investigate the financial position and payment behavior of the purchaser as well as all other facts and factors that are important for responsibly entering into the distance contract and also to base its decision on this information.

3.4 A contract is established once S&H accepts an order from the purchaser through an order confirmation or by starting to execute the order. To the extent that the customer accepts an offer from S&H with deviations of minor significance, those deviations do not form part of the agreement, and the agreement is concluded in accordance with S&H's offer.

3.5 S&H has taken adequate technical and organizational measures to secure the electronic transfer of data and the payment methods offered.

### **Right of withdrawal for the delivery of products and/or services and its exclusion**

4.1 The purchaser has the right to cancel the purchase without giving any reason within thirty days after receiving the product and/or upon commencement of the service. If the purchaser wishes to exercise the right of withdrawal, they shall return the product to S&H within 30 days after notifying S&H of the cancellation, in accordance with the reasonable and clear instructions provided by S&H.

4.2 The right of withdrawal cannot be exercised for:

- a) Products that are clearly personal in nature;
- b) Products that are manufactured according to the purchaser's specifications;
- c) Products that cannot be returned due to their nature;
- d) Products that can spoil or age quickly;
- e) Services related to education, courses, and/or leisure activities for which delivery has begun with the purchaser's consent before the end of the reflection period;
- f) Audio and video recordings and computer software where the purchaser has broken the seal;
- g) Products and/or services whose prices are dependent on fluctuations in the financial market over which the seller has no influence;
- h) Products related to games, lotteries, and/or betting.

### **5. Costs in case of withdrawal**

5.1 If the purchaser exercises their right of withdrawal, the purchaser shall bear the maximum costs of return shipping.

5.2 If the customer has correctly exercised their right of withdrawal and has timely paid any amount, S&H shall refund this amount as soon as possible, but no later than 30 days after the correct and timely withdrawal.

### **Prices**

6.1 All S&H prices are expressed in Euros and include value-added tax, unless indicated otherwise. Any change in factors influencing the price of S&H, including cost prices,

exchange rates, and taxes or levies, may be passed on to the purchaser. If the increase occurs within 3 months of the start of the agreement, the customer has the right to invoke the cancellation of the purchase in writing within 10 days after notification of the price increase; failing which, the increased price shall apply.

## **Payment**

7.1 Payment by the purchaser must occur before or at the moment of placing the order, using the payment methods offered by S&H. Further (payment or order) conditions may be imposed by S&H. The time of payment is the time of (final) crediting to the bank account of S&H.

7.2 If delivery has occurred without prior payment, as referred to in the previous article, a payment term of 5 days after receipt of the product and/or after the start of the service applies, after which the purchaser, without further notice, owes interest of 1.5% per month. At the end of each year, the amount on which interest is calculated is increased by the interest due over that year. If the purchaser has not paid in full after the expiration of a further payment term, they must compensate S&H for all extrajudicial and judicial costs, including reasonable costs for legal assistance in or out of court. If S&H, out of courtesy or otherwise, grants the customer an extension for the performance of any obligation, the new term shall always be of a binding nature.

## **Delivery period**

8.1 Delivery takes place through (digital) transmission to the purchaser and/or provision of access to the material posted online.

8.2 The delivery period specified by S&H is based on the circumstances applicable at the time of the contract's conclusion and, to the extent dependent on the performance of third parties, on the data provided by those third parties to S&H. The delivery and/or performance period shall be upheld by S&H as much as possible but is not a strict deadline. S&H must, in any case, deliver within 30 days after receiving payment of the purchase price from the purchaser, except in cases of force majeure as described in the relevant article.

## **Force Majeure**

9.1 If S&H is unable to meet its obligations to the purchaser due to a non-attributable failure ("force majeure"), those obligations will be suspended for the duration of the force majeure event. If the force majeure lasts for three months, both parties have the right to terminate the contract wholly or partly in writing.

9.2 Force majeure for S&H includes any circumstance beyond the control of S&H, which prevents the fulfillment of (the respective part of) its obligations towards the

purchaser, delays it, or makes it economically unreasonable, or due to which the fulfillment of these obligations cannot reasonably be expected from S&H. This includes any delay or hindrance caused by suppliers and/or other auxiliaries engaged by or on behalf of S&H in the execution of its activities, as well as malfunctions in one or more techniques used for remote communication.

## **Intellectual Property**

10.1 All intellectual property rights concerning products and/or services exclusively belong to S&H or its suppliers. The purchaser only obtains the right to use the products and/or services provided or made available to them.

10.2 S&H declares that, to the best of its knowledge, the delivered products and/or services do not infringe on any intellectual property rights applicable in the Netherlands. However, S&H cannot indemnify the purchaser against any breaches of third parties' intellectual property rights.

10.3 The products and/or services provided by S&H are intended solely for the use by the purchaser and may not be duplicated, made public, used for commercial purposes, or disclosed to third parties without S&H's prior consent.

10.4 The purchaser guarantees not to infringe (nor allow or enable third parties to infringe) the intellectual property rights of S&H or its suppliers concerning the products and/or services, in any way.

## **Conformity, Liability, and Indemnification**

11.1 S&H aims to deliver a product that corresponds with the specifications mentioned in the offer as well as meets the reasonable standards of usability at the date the contract is concluded; however, S&H shall not be liable for the consequences of misinterpretation of information on its website and/or in communication with the customer.

11.2 The use of the delivered products and/or services and its consequences are at the expense and risk of the purchaser.

11.3 S&H shall not be liable for any (in)direct damages suffered by the customer or third parties, including consequential damages, unless these are borne by S&H under mandatory statutory provisions. In such cases, S&H's liability towards the customer per event, where a related series of events is considered as one event, is limited to the relevant contract amount (excluding VAT).

11.4 The mentioned limitations of liability do not apply if the specific damage is caused by intent or gross negligence of S&H's management. Except in the case of gross negligence or intent by S&H's management, the purchaser shall indemnify S&H against all claims from third parties, regardless of the grounds, relating to compensation for damage.

### **Online Subscriptions: Duration, Cancellation, and Renewal**

12.1 Unless expressly agreed otherwise, an agreement for online subscriptions shall be valid for an indefinite period, starting from the day the agreement is concluded. For iDEAL, Bancontact, and direct debit, the subscription will be collected via continuous automatic billing.com. For PayPal, this will occur through automatic PayPal payments.

12.2 If the subscription includes a free trial period, the agreed or, at that time, prevailing periodic fee shall apply upon its expiration. Payment must always be made in advance using the payment method preferred by S&H. Failure to do so may result in S&H suspending or terminating delivery without prior notice.

12.3 All cancellations must be submitted digitally, via email to S&H, providing all contract details as entered upon entering the agreement. Contract details shall include, but are not limited to: the customer's first name, last name, and email address, product name, payment method, reference number, and date of purchase.

12.4 The contract that is entered into for an indefinite period can be terminated by the purchaser with observance of the applicable notice requirements and a notice period of one month.

12.5 The contract that is entered into for a fixed period can be terminated at the end of the respective contract period, observing the applicable notice requirements and a notice period of one month.

12.6 If a contract that is entered into for a fixed period is tacitly extended, it is deemed to have been extended for an indefinite period; in this case, the contract can be terminated at any time, observing the applicable notice requirements and a notice period of one month.

### **Applicable Law and Competent Court**

13.1 These Terms and Conditions, as well as all contracts, are governed by Dutch law. Unless national or international legal rules mandatorily prescribe otherwise, all disputes between parties will be submitted to the competent court of Amsterdam. The applicability of the Vienna Sales Convention (C.I.S.G.) is excluded.