

Brewbrain General Terms and Conditions

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Article 1 – Definitions

In these terms and conditions, the following definitions shall apply:

- **Consumer:** the natural person who is not acting for purposes related to trade, business, craft or profession and enters into a Distance contract with the Entrepreneur.
- **Entrepreneur:** the legal person who offers products and/or services to Consumers at a distance.
- **Distance contract:** a contract concluded within an organized system for distance selling of products and/or services without the simultaneous physical presence of Entrepreneur and Consumer.
- **Durable medium:** any tool that enables the Consumer or Entrepreneur to store information addressed personally to them in a way that allows future consultation and unchanged reproduction.
- **Right of withdrawal:** the possibility for the Consumer to withdraw from the Distance contract.
- **Logistics Partner:** any third-party carrier or delivery service engaged by the Entrepreneur to transport and deliver products to the Consumer.

Article 2 – Identity of the Entrepreneur

Brewbrain B.V.

Maanplein 32, Den Haag

Telephone: +31 850 470 852

Email: support@brewbrain.nl

Chamber of Commerce (KvK): 82331669

VAT identification number: NL862422395B01

Article 3 – Applicability

1. These general terms and conditions apply to every offer made by the Entrepreneur and to every Distance contract concluded between the Entrepreneur and the Consumer.
2. Before the Distance contract is concluded, the text of these terms shall be made available to the Consumer in such a way that the Consumer can easily store them.
3. Deviations or additions to these terms are only valid if agreed upon in writing and shall not be to the detriment of the Consumer.

Article 4 – The Offer

1. The offer is non-binding. The Entrepreneur reserves the right to change the offer.
2. The offer shall contain a complete and accurate description of the offered products and/or services. Images are a true representation of the products. Apparent errors or mistakes do not bind the Entrepreneur.
3. Each offer shall clearly state the rights and obligations attached to acceptance, including price (including VAT), delivery costs, payment and delivery terms, and the applicability of the Right of withdrawal.

Article 5 – The Agreement

1. The agreement is concluded when the Consumer accepts the offer and complies with the stated conditions.
2. Upon electronic acceptance, the Entrepreneur shall promptly confirm receipt of the order. Until such confirmation is received, the Consumer may dissolve the agreement.
3. The Entrepreneur shall take appropriate technical and organizational measures to secure electronic data transfer and ensure a safe web environment.
4. Each agreement is entered into under the suspensive condition of sufficient product availability.

Article 6 – Right of Withdrawal

1. The Consumer may withdraw from the purchase of products within 14 days after receipt, without giving any reason.
2. During this period, the Consumer shall handle the product and packaging with care. The Consumer shall return the product in its original condition if the Right of withdrawal is exercised.
3. To exercise the Right of withdrawal, the Consumer must notify the Entrepreneur within 14 days of receipt by sending an email to support@brewbrain.nl and await instructions for returning the product.

Article 7 – Costs in Case of Withdrawal

1. If the Consumer exercises the Right of withdrawal, the direct costs of return shipment are for the Consumer's account.
2. The Entrepreneur shall refund any payments received within 14 days after receiving the returned goods or evidence of their return.
3. Damaged packaging does not constitute damaged goods. If the packaging is damaged upon return, the Entrepreneur may deduct a reasonable fee to cover the cost of replacement from any refund due.

Article 8 – Exclusion of the Right of Withdrawal

The Entrepreneur may exclude the Right of withdrawal for:

- Products made to the Consumer's specifications or that are clearly personalized;
- Products which cannot be returned due to their nature or due to hygiene reasons if unsealed;
- Damaged goods;
- Perishable goods
- Digital content delivered on a non-physical medium after prior express consent.
- Services which have been fully performed within the withdrawal period with the Consumer's prior express consent.

Article 9 – Price

1. All prices include VAT and are subject to printing and typographical errors.
2. The Entrepreneur may adjust prices due to statutory changes (e.g., VAT).
3. If a price increase occurs within three months after conclusion, the Consumer may terminate the contract.

Article 10 – Conformity and Warranty

1. The Entrepreneur guarantees that the products comply with the agreement, specifications, and applicable EU standards.
2. As manufacturer, the Entrepreneur provides a factory warranty of 2 years against material or manufacturing defects under normal use.
3. This warranty does not affect the Consumer's statutory rights.
4. The warranty is void if:
 - The Consumer or third parties modify or repair the product;
 - The product is used:
 - negligently or contrary to the instructions;
 - for purposes other than its intended personal use;
 - Damage arises from external causes beyond control of the Entrepreneur (e.g., fire, water damage, lightning, or third-party accidents);
 - Damage results from normal wear and tear;
 - Damage occurs to consumable parts (e.g., batteries, filters, cartridges) except if defective upon delivery.

Article 11 – Delivery and Performance

1. Delivery takes place at the address indicated by the Consumer.
2. The Entrepreneur shall execute accepted orders typically within 3 days but within a maximum of 30 days unless agreed otherwise.
3. If the Consumer is not present at the time of delivery, the Logistics Partner may leave the package with a neighbor, another designated recipient, or at the Logistics Partner's pick-up location. The Consumer is responsible for collecting the package from the pick-up location if applicable.
4. If delivery is delayed beyond the agreed delivery period by more than 7 days, the Consumer may cancel the order without charge.
5. The risk of damage or loss remains with the Entrepreneur until delivery to the Consumer or their designated representative.

Article 12 – Payment

1. Unless otherwise agreed, payment for products or services must be made immediately at the time of order, or within 14 days if a different payment term has not been specified.
2. The Consumer must immediately report incorrect payment details.
3. In case of non-payment, the Entrepreneur may charge reasonable collection costs, provided these costs have been communicated to the Consumer in advance.
4. Payments must be made using the methods indicated in the offer.

Article 13 – Complaints Procedure

1. The Entrepreneur shall handle complaints in a transparent and efficient manner.
2. Complaints regarding products or services must be submitted within 14 days after the issue is discovered, via email to support@brewbrain.nl.
3. The Entrepreneur will acknowledge and respond to complaints within 14 days of receipt.
4. If a complaint cannot be resolved amicably, the Consumer may use the European Union platform for online dispute resolution: https://consumer-redress.ec.europa.eu/index_en.
5. The Consumer should provide all relevant information, such as order number, description of the issue, and supporting evidence (e.g., photos), to facilitate a prompt resolution.

Article 14 – Disputes and Applicable Law

1. Dutch law exclusively applies to all agreements between the Entrepreneur and the Consumer.
2. Disputes shall be submitted to the competent court in the district where the Entrepreneur is established, unless mandatory Consumer law dictates otherwise.
3. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Article 15 – Additional or Deviating Provisions

Additional or deviating provisions shall not be to the detriment of the Consumer and must be recorded in writing or on another Durable medium accessible to the Consumer.

Article 16 – Liability

1. The Entrepreneur shall not be liable for indirect, incidental or consequential damages or loss of profit resulting from use of the product, except in cases of intent or gross negligence.
2. The Entrepreneur's total liability shall not exceed the purchase price of the product concerned.
3. Nothing in these terms limits the Consumer's statutory rights or the Entrepreneur's liability under mandatory product safety law.

Article 17 – Retention of Title

All delivered goods remain the property of the Entrepreneur until the Consumer has fulfilled all payment obligations under the agreement.