

General Terms and Conditions Healthy Choice

This is an English translation of the Dutch general terms and conditions ("Algemene voorwaarden Healthy Choice", January 2017), provided for convenience. In case of any difference in interpretation, the Dutch text prevails.

Article 1 Definitions

In these general terms and conditions the following terms have the following meanings:

1. Healthy Choice: the entrepreneur acting as producer, wholesaler and/or seller of the products and/or services that are offered and/or sold through the webshop, by telephone or in any other way;
 - Healthy Choice range: the products and/or composed packages of products as offered by Healthy Choice in its webshop, and all other products and services as offered by Healthy Choice;
 - Consumer: the natural person who does not trade in the Healthy Choice range and who buys from the Healthy Choice range directly from Healthy Choice and/or from a reseller;
 - Reseller: the natural person or legal entity that sells the Healthy Choice range to consumers through its own sales channels and/or through retailers and/or in any other way;
 - Wholesaler: the legal entity that sells the Healthy Choice range to businesses through its own sales channels and/or through affiliated retailers and/or in any other way;
 - Other party: the consumer, the reseller and the wholesaler;
 - Offer: the selling price of the Healthy Choice range stated by Healthy Choice to the (potential) consumer, and the purchase and selling prices of the Healthy Choice range available for (re)sale stated by Healthy Choice to the (potential) reseller or (potential) wholesaler;
 - Cooperation agreement: the agreement laying down the cooperation between Healthy Choice and the reseller or wholesaler and the conditions that apply to it;
 - Distance contract: the agreement between Healthy Choice and the consumer under which, for the sale of the Healthy Choice range, up to and including the conclusion of the agreement, exclusive use is made of a system for distance selling organised by Healthy Choice and of one or more means of distance communication;
 - Right of withdrawal: the possibility for the consumer to withdraw from the distance contract under the specified conditions;
 - Working day: Monday, Tuesday, Wednesday, Thursday and Friday, with the exception of those days on which a national public holiday is celebrated.

Article 2 Identity of the Entrepreneur

Company name: Healthy Choice

Trade names: Healthy Choice, SteviJa, Stevia Nederland, Pack and Pack

Chamber of Commerce (KvK) number: 55056563

VAT number: NL192068519B03

Business and visiting address: De Steven 17, 9206 AX Drachten, The Netherlands

Telephone number: +31 (0) 512 - 820 000

Contact, current company details and availability: see www.stevija.nl

Article 3 Applicability of the General Terms and Conditions

These general terms and conditions apply to the use of the websites of Healthy Choice, to every offer of Healthy Choice, to every cooperation agreement and to every agreement with Healthy Choice, whether or not concluded at a distance.

These general terms and conditions are in force as of 1 January 2017 and replace the previous general terms and conditions of Healthy Choice.

Article 4 Privacy

4.1 Healthy Choice takes care of the privacy of the users of the websites and ensures that the personal information provided is treated confidentially. Healthy Choice does not sell personal data and will make these data available only to third parties involved in carrying out the order.

4.2 If the distance contract is concluded, Healthy Choice takes appropriate technical and organisational measures to secure the electronic transfer of data and ensures a safe web environment. Healthy Choice will also observe appropriate security measures for the possibility of paying electronically.

4.3 The data provided by the other party are treated with care by Healthy Choice and stored in a secured file. The other party can inspect the data it has provided and can make changes to them where necessary.

4.4 The website may use so-called cookies in order to process the use of the website by visitors and to make the use of the website easier and/or to optimise it.

4.5 The personal data provided to Healthy Choice by the other party or by anyone else when placing an order through the website, when subscribing to the newsletter and/or when contacting us by e-mail, fax or telephone are processed by Healthy Choice and stored where necessary. The data provided are used to process orders and/or to improve the service and the content of the website. In addition, the data may be used for (direct) marketing purposes within Healthy Choice.

4.6 If the recipient of the newsletter no longer wishes to receive the newsletter or information about products, services and/or special offers, the recipient can unsubscribe in the newsletter received and/or through the consumer's account on the website.

Article 5 The Offer

5.1 The offer to a reseller or wholesaler is valid for 14 days. After this period the offer lapses and different purchase conditions may apply to the Healthy Choice range stated in the offer.

5.2 The offer contains a complete and accurate description of the products and/or services of Healthy Choice. The description is sufficiently detailed to allow a proper assessment of the offer. Images used by Healthy Choice are a true representation of the products offered. Obvious mistakes or errors in the offer are not binding on Healthy Choice.

5.3 During the period of validity of the offer, the prices of the products and/or services offered will not be changed, except for price changes resulting from changes in VAT rates and from exceptional circumstances not foreseen by Healthy Choice.

5.4 Every offer to consumers contains such information that it is clear what rights and obligations are attached to accepting the offer. This concerns in particular:

- the price including taxes;
- any shipping and handling costs;
- the applicable general terms and conditions.

5.5 Every offer to the reseller or wholesaler contains such information that it is clear what rights and obligations are attached to accepting the offer. This concerns in particular:

- a validity of the offer of 14 days;
- the price excluding taxes;
- the method of payment, delivery and/or performance of the agreement;
- the period for accepting the offer;
- the applicable general terms and conditions.

Article 6 The Agreement

6.1 Subject to the provisions of Article 6.3, the agreement is concluded at the moment the other party accepts the offer and meets the conditions attached to it.

6.2 If the distance contract is accepted, Healthy Choice confirms receipt of the acceptance of the offer by e-mail.

6.3 Healthy Choice may - within the limits of the law - ascertain whether the other party is able to meet its payment obligations, as well as all those facts and factors that are relevant to responsibly entering into the distance contract. If, on the basis of this investigation, Healthy Choice has good grounds not to enter into the agreement, it is entitled to refuse an order or request, stating its reasons, or to attach special conditions to its performance.

Article 7 Delivery and Performance

7.1 Healthy Choice will take the greatest possible care when receiving and carrying out orders and guarantees that the products and/or services comply with the agreement, with the specifications stated in the offer and/or with the reasonable requirements of soundness and/or usability.

7.2 The place of delivery is the address that the other party has provided to Healthy Choice.

7.3 Unless a longer delivery period has been agreed, Healthy Choice aims to hand over orders that have been paid and accepted before 15.00 hours to our postal carrier on the same working day. Depending on unforeseen circumstances, delivery will take place within 1 - 2 working days. Healthy Choice cannot be held responsible for delays in delivery that arise through no fault of Healthy Choice.

7.4 If the handling of the order is delayed, or if an order cannot be carried out or can be carried out only in part, the consumer will be notified of this no later than the working day following the day on which the order was placed. In that case the consumer has the right to dissolve the agreement free of charge.

7.5 If delivery of an ordered product proves to be impossible, Healthy Choice will make an effort to make a replacement item available. Before the order is shipped, the consumer will be informed about the replacement item that will be delivered. In this case the consumer has the right to dissolve the agreement free of charge.

7.6 In the event of dissolution in accordance with Article 7.4 and/or 7.5, Healthy Choice will refund the amount paid by the consumer as soon as possible, but no later than 30 days after dissolution.

Article 8 Shipping and Handling Costs

8.1 Unless agreed otherwise, the shipping and handling costs are for the account of the other party.

8.2 The shipping and handling costs depend on the size of the parcel, the weight of the parcel and the order amount.

8.3 The shipping and handling costs amount to the costs incurred by us for preparation and delivery through our postal carrier.

8.4 Any shipping and handling costs to be paid are shown in advance on the website where payment is made. For consumer orders with an order amount above the amount shown on the website, no shipping and/or handling costs apply.

8.5 Any handling costs to be paid are included in the amount shown under 'shipping costs' in the shopping cart.

8.6 If, through no fault of the other party, an order is delivered in several shipments, the additional costs are for the account of Healthy Choice.

Article 9 Payment

9.1.1 Payment by private individuals. Unless agreed otherwise, the amounts owed by the consumer must be paid before the order is shipped. Payment in the webshop can be made by iDEAL or by invoice in advance. An exception to payment in advance applies when the consumer collects the goods in person from the warehouse in Drachten.

9.1.2 Payment by businesses. For business-to-business deliveries (B2B) a payment term of 30 days applies.

9.2 Payments must be made within the payment term stated on the invoice. The invoice amount must be credited to the account of Healthy Choice no later than the last day of the payment term.

9.3 If the payment term is exceeded, Healthy Choice will take steps to collect the outstanding claim. Reminder costs and demand costs will be charged, which from that moment form part of the invoice and the invoice amount.

9.4 After the statutory period, outstanding claims will be handed over to an external party for collection. All costs incurred as a result of late payment are for the account of the defaulting party.

9.5 Where payment in advance has been stipulated, the other party cannot assert any right regarding the performance of the products and/or service(s) concerned before the stipulated advance payment has been made.

9.6 All products sold and delivered by Healthy Choice remain the property of Healthy Choice until the other party has paid all outstanding claims, whether due and payable or not. If the other party is in default towards Healthy Choice, the other party is obliged to cooperate in the taking back, at its own expense, of products purchased and delivered.

Article 10 Right of Withdrawal

10.1 When purchasing from the Healthy Choice range through the website, the other party has - in accordance with the statutory right of withdrawal - the possibility to dissolve the agreement without giving reasons during a period of 14 days. This period starts on the day after receipt of the product by or on behalf of the consumer.

10.2 During the period referred to in Article 10.1, the other party will handle the product and its packaging with care. The other party will unpack the product only to the extent necessary to be able to assess whether it wishes to keep the product.

10.3 If the other party makes use of the right of withdrawal, it will return the unopened and unused product with all accessories supplied and - if reasonably possible - in the original packaging to Healthy Choice.

10.4 If the other party makes use of the right of withdrawal, the amount of the returned products will be refunded pro rata. The costs of returning the products are for the account of the consumer.

10.5 If the other party has paid an amount, Healthy Choice will refund this amount as soon as possible, but no later than 30 days after receipt of the return.

10.6 In some cases the other party is excluded from the right of withdrawal. This exclusion of the right of withdrawal applies only to products that:

- have been made by Healthy Choice in accordance with the consumer's specifications;
- are liable to deteriorate or expire rapidly.

Article 11 Complaints Procedure

11.1 Healthy Choice has a sufficiently publicised complaints procedure and handles complaints in accordance with this complaints procedure.

11.2 Complaints about the performance of an agreement must be submitted to Healthy Choice, fully and clearly described, within a reasonable time after the other party has discovered the defects.

11.3 Complaints submitted to Healthy Choice are answered within a period of 14 days from the date of receipt. If a complaint foreseeably requires a longer processing time, Healthy Choice will reply within the period of 14 days with an acknowledgement of receipt and an indication of when the other party can expect a more detailed answer.

11.4 Agreements between Healthy Choice and the other party to which these general terms and conditions relate are governed exclusively by Dutch law.

Article 12 Prices and VAT

All selling prices stated on the websites include the applicable VAT rate. All purchase prices stated in quotations and to resellers or wholesalers exclude the applicable VAT rate.

Article 13 Applicable Law and Competent Court

13.1 These general terms and conditions, all offers made and quotations issued by Healthy Choice, and all agreements between an other party and Healthy Choice are governed exclusively by Dutch law.

13.2 All disputes that may arise between Healthy Choice and an other party will be settled by the competent court in Leeuwarden (The Netherlands), without prejudice to the right of Healthy Choice to submit the dispute to another competent court if it so wishes.

Article 14 Exclusion of Liability

14.1 When carrying out work for an other party, Healthy Choice will take the greatest possible care with regard to the interests of the other party.

14.2 If the other party takes certain decisions (partly) on the basis of products supplied and/or services performed by Healthy Choice, Healthy Choice can never be held responsible for the consequences or results thereof. Liability of Healthy Choice for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption, is excluded at all times.

14.3 Healthy Choice is not liable for damage of any kind arising because Healthy Choice relied on incorrect and/or incomplete information provided by a client.

14.4 Healthy Choice is not liable for damage caused by its employees, unless there is intent or wilful recklessness.

14.5 The liability of Healthy Choice for damage, on whatever grounds, is limited to the amount of the consideration owed by the other party for the products and/or services, unless and in so far as Healthy Choice can be blamed for intent or gross negligence.

14.6 The other party indemnifies Healthy Choice against any claims by third parties who suffer damage in connection with the performance of the agreement and which damage is attributable to the other party.

14.7 The exclusion of liability laid down in this article is also stipulated for the benefit of the third parties engaged by Healthy Choice for the performance of the assignment, who can therefore rely directly on this exclusion of liability.

Article 15 Amendment of the General Terms and Conditions

Healthy Choice reserves the right to amend its general terms and conditions unilaterally. With an offer and with every invoice sent by e-mail, Healthy Choice will inform the other party of the general terms and conditions applicable at that time.

Healthy Choice

January 2017