BRAINCODER GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

A-Buyer: a natural person who purchases a Product solely for private purposes and does not act in any business or professional capacity.

Article: an article of these General Terms and Conditions.

General Terms and Conditions: these general terms and conditions of sale applicable to Braincoder's sales services, as published in their most recent version on Braincoder's website: https://braincoder.be/

B-Buyer: a natural or legal person who purchases a Product for professional purposes and acts in a professional capacity (i.e. an "undertaking" within the meaning of the WER).

Order Form: the summary of the Products purchased, the total Price and the Additional Costs, the delivery period and the delivery method (collection or shipping), including a copy of the General Terms and Conditions. For an order placed through the Webshop, the order summary at the final stage of the ordering process, together with the order confirmation sent by email, constitutes the Order Form.

Additional Costs: shipping costs, delivery costs and any additional taxes or import duties payable by the Buyer.

Withdrawal Form: the model withdrawal form included as Annex 1 to these General Terms and Conditions (Annex 2 to Book VI of the WER).

Buyer: a person who purchases a Product from the Seller, being either an A-Buyer or a B-Buyer.

Sales Agreement: the agreement for the sale and purchase of one or more Products by the Buyer from the Seller, concluded under and governed by the terms and arrangements set out in these General Terms and Conditions.

Parties: the Buyer and the Seller.

Privacy Statement: the Seller's privacy statement, published on the website https://braincoder.be/, describing how the Seller processes personal data.

Price: the purchase price of the Products, including VAT and excluding Additional Costs.

Product: any product offered for sale by the Seller to end customers, whether online or otherwise.

Device: any Product that is not a Food Supplement.

Seller: Benomics Tech. CommV, with its registered office at Rijsenbergstraat 52, 9000 Gent, enterprise number 0730.917.665, trading under the name "Braincoder".

Food Supplement: a Product that is a food supplement within the meaning of Directive 2002/46/EC.

Webshop: the Seller's online shop, available through the website https://braincoder.be/.

WER: the Belgian Code of Economic Law.

2. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all purchases of Products from the Seller. The Sales Agreement is concluded when the Buyer confirms to the Seller in writing that the Buyer agrees to the Order Form, in accordance with Article 3. For an order placed through the Webshop, the Sales Agreement is concluded when the Buyer completes the ordering process by confirming the order with an obligation to pay and receives an order confirmation from the Seller by email. Orders may only be placed by persons aged 18 or over.

3. ORDERING PROCEDURE AND PAYMENT METHOD

The Buyer places an order to purchase Products by email, using the contact details set out in Article 13. The Buyer may also place an order through the Webshop, in which case the ordering procedure described below applies.

The Seller confirms the Buyer's order by email and summarises it in a clearly presented Order Form, asking the Buyer to confirm acceptance of the General Terms and Conditions and to check the order.

If the Buyer confirms acceptance of the Order Form and the General Terms and Conditions in writing, the Seller sends the Buyer an invoice with payment instructions. As soon as the Seller receives the Buyer's payment, the Products are dispatched to the Buyer or prepared for collection within the periods stated in the Order Form.

Ordering through the Webshop. The ordering process in the Webshop consists of successive steps: the Buyer places the desired Products in the shopping basket, enters their details, selects a delivery and payment method, and is then shown a complete order summary listing the Products, the Price and all Additional Costs. The Buyer can identify and correct input errors until the order is finally placed. Before placing the order, the Buyer must expressly confirm that they have read and accepted these General Terms and Conditions. The Sales Agreement may be concluded in Dutch; where the Webshop is also offered in another language, the ordering process may be completed in that language, with the Dutch version of these General Terms and Conditions taking precedence in the event of differences in interpretation. The order button at the final stage of the ordering process is unambiguously labelled as an order with an obligation to pay. After placing the order, the Buyer receives an order confirmation by email on a durable medium, containing the order summary, a copy of these General Terms and Conditions, the Withdrawal Form and the information on the right of withdrawal required by law. The Seller archives concluded Sales Agreements; the Buyer may request a copy using the contact details set out in Article 13.

Payment in the Webshop is made during the ordering process using the secure online payment methods offered, including Bancontact, credit card, Apple Pay and bank transfer. Payment is processed by an external payment service provider, Mollie B.V. The Seller does not itself receive or store the Buyer's card or bank account details.

The Seller reserves the right to refuse or cancel an order where there are serious indications of fraud or abuse, where a Product is unavailable, or where there is an obvious error in the offer. In such a case, the Seller informs the Buyer as soon as possible and refunds without delay any amounts already received for the cancelled order.

4. PRICE

Any Prices advertised by the Seller on its website are expressed in euros and include VAT but exclude Additional Costs. The Additional Costs are communicated individually to each Buyer in the Order Form. In the Webshop, the Additional Costs are displayed no later than before the order is placed. The Price displayed at the time the order is placed applies. Obvious errors or typographical mistakes in the offer or the Price are not binding on the Seller.

5. DELIVERY PERIOD

In relation to the B-Buyer, all delivery periods in the Order Form are purely indicative and are not binding on the Seller. The Seller is in any event not liable for delivery delays caused by intermediaries in the logistics chain. In relation to the A-Buyer, the Seller delivers the Products no later than 30 days after conclusion of the Sales Agreement, unless a different delivery period has been agreed (Article VI.43 of the WER). If the Seller fails to comply with this period, the A-Buyer may request delivery within an additional period that is appropriate to the circumstances and is at least seven days. If the Seller does not deliver within that additional period, the A-Buyer is entitled to terminate the Sales Agreement, after which the Seller refunds without delay all amounts paid under the Sales Agreement.

6. DELIVERY METHODS

6.1 If the Buyer opts to collect from the Seller, collection takes place at the Seller's training centre as specified in Article 13. Collection is strictly by prior appointment with the Seller. The Seller informs the Buyer by email as soon as it receives the Products at the training centre. The Buyer or the Buyer's representatives shall collect the Products within 30 days from the date on which that email is sent. After that period, the Seller is no longer under any obligation to store the Products.

6.2 If the Buyer opts for delivery by the Seller, the actual delivery is carried out by the courier or postal service appointed by the Seller, at the address stated in the Order Form and as close as possible to the indicative time stated therein.

6.3 Products ordered at the same time will normally be delivered in a single delivery, on the date when all the Products ordered are available. In the event of split shipments, the Additional Costs will never exceed the amount stated in the Order Form.

6.4 The Seller's obligation to deliver the goods is an obligation of means. The Buyer is required to ensure that the delivery location is suitable for safe receipt of the Product ordered. If the delivery location cannot be reached, is inaccessible, unsuitable and/or unsafe, or if the Buyer is not present for delivery of the goods, the Seller and its representatives are entitled to refuse delivery. In such a case, all costs already incurred and yet to be incurred are payable by the Buyer, who shall arrange to collect the goods.

6.5 Shipments are handled by external postal or courier services appointed by the Seller, including through the Sendcloud shipping platform. The Buyer receives a tracking link by email as soon as the shipment is created. The Seller delivers to the countries indicated in the Webshop; as at the date of this version, these are Belgium and the Netherlands.

7. RETENTION OF TITLE AND RISK

The Buyer becomes the owner of the Products upon full payment of the Price and additional costs. However, the risk of loss of or damage to a Product passes to the Buyer only upon delivery or collection in accordance with Article 6. In relation to the A-Buyer, the risk of loss of or damage to a Product passes only when the A-Buyer, or a third party designated by the A-Buyer other than the carrier, takes physical possession of the Products (Article VI.44 of the WER), provided that the carrier was appointed by the Seller.

8. DELAY IN DELIVERY OR COLLECTION

In the event of a delay in delivery or collection of a Product, the Party seeking performance shall give the defaulting Party written notice to collect or deliver the Product, as applicable. If collection of a Product is delayed, this notice is sent by registered post to the Buyer's billing address. If the Product is not delivered or collected within 30 calendar days from the sending of that notice, the Party giving notice may unilaterally terminate the Sales Agreement by a simple written notification, without any court intervention. In such a case, the Seller refunds without delay all amounts received from the Buyer to the Buyer's bank account known to the Seller.

9. A-BUYER'S RIGHT OF WITHDRAWAL

9.1 In accordance with Article VI.47 of the WER, the A-Buyer is entitled to withdraw from the Sales Agreement without giving any reason within 14 calendar days, starting on the day after taking physical possession of all the Products. This right of withdrawal applies to distance sales (including through the Webshop or by email) and to sales concluded away from the Seller's business premises.

9.2 To exercise the right of withdrawal, the A-Buyer must notify the Seller of the decision to withdraw by an unequivocal statement before the expiry of the period specified in Article 9.1, using the contact details set out in Article 13 (for example, by email, by post or through the withdrawal function in the Webshop). The A-Buyer may use the Withdrawal Form (Annex 1) for this purpose, but is not obliged to do so.

9.3 The A-Buyer shall return or hand over the Products to the Seller at the postal address set out in Article 13 without delay and, in any event, within 14 calendar days after communicating the decision to withdraw. The direct costs of returning the Products are payable by the A-Buyer. The Seller requests that the A-Buyer return the Products in their original packaging, where possible, and with all accessories.

9.4 The Seller refunds all payments received from the A-Buyer, including standard delivery costs, within 14 calendar days after the day on which the Seller was informed of the decision to

withdraw. However, the Seller may withhold reimbursement until it has received the Products back or until the A-Buyer has provided evidence of having sent them back, whichever occurs first. Reimbursement is made using the same means of payment used by the A-Buyer, unless the A-Buyer expressly agrees to another means of payment; no fees are charged for reimbursement. If the A-Buyer chose a more expensive delivery method than the standard delivery offered, the additional costs of that method are not refunded.

9.5 The A-Buyer is liable for any diminished value of the Products resulting from handling beyond what was necessary to establish their nature, characteristics and functioning. The Seller may deduct this diminished value from the amount to be refunded.

9.6 The right of withdrawal does not apply to sealed Products or parts that are not suitable for return for health protection or hygiene reasons and that have been unsealed after delivery (Article VI.53, 5° of the WER). This includes intranasal applicators and other parts that come into direct contact with the nose, mouth or skin. The same applies to Food Supplements whose seal has been broken after delivery. If a Product consists of sealed, hygiene-sensitive parts and parts supplied without seals, the value of the parts whose seals have been broken is deducted from the reimbursement when the right of withdrawal is exercised. In such a case, the right of withdrawal remains unaffected in respect of the non-sealed parts that are not hygiene-sensitive.

10. COMPLAINTS AND GUARANTEES

10.1 The A-Buyer has two months from delivery or collection to notify the Seller by email of any apparent lack of conformity of the Products. Once that period has expired, the Seller can no longer be held liable for an apparent lack of conformity that was not reported in time.

10.2 The B-Buyer shall inspect the Products for any apparent lack of conformity immediately upon receipt and notify the Seller by email within seven calendar days at the latest. Once that period has expired, the Seller can no longer be held liable for an apparent lack of conformity that was not reported in time.

10.3 This Article is without prejudice to the right of withdrawal under Article 9 or the two-year statutory guarantee for lack of conformity described in Article 10.4.

10.4 Statutory guarantee (A-Buyer). The A-Buyer benefits from the statutory guarantee for consumer goods (Article 1649bis et seq. of the old Civil Code). The Seller is liable to the A-Buyer for any lack of conformity that exists at the time of delivery and becomes apparent within two years from delivery. The A-Buyer shall notify the Seller of any lack of conformity within two months after the day on which it was discovered. In the event of a lack of conformity, the A-Buyer is initially entitled to have the Product repaired or replaced free of charge within a reasonable time and without significant inconvenience. If repair or replacement is impossible or disproportionate, or cannot be carried out within a reasonable time, the A-Buyer is entitled to an appropriate price reduction or termination of the Sales Agreement, unless the lack of conformity is minor. The Seller coordinates the practical arrangements with the manufacturer, including any return to the manufacturer, through the contact details set out in Article 13.

10.5 The Seller’s guarantee obligations towards the B-Buyer are limited to the transfer to the B-Buyer of the rights that the Seller itself may enforce against the manufacturer.

10.6 Commercial return guarantee (A-Buyer). In addition to and without prejudice to the statutory guarantee, the A-Buyer benefits, for Products expressly identified as eligible in the Webshop, from a voluntary commercial return guarantee granted by the manufacturer, Vielight Inc.: the A-Buyer may return the Product within six (6) months after the purchase date (the date of the order) and will then receive a refund of 80% of the Price paid (excluding Additional Costs), subject to the conditions summarised here and published by the manufacturer at https://www.vielight.com/faqs/return-policy/.

The A-Buyer exercises this return guarantee through the Seller by contacting the Seller using the contact details set out in Article 13 and receiving a return form. In such a case, the Seller makes the refund within 14 calendar days after receiving and inspecting the Product, by bank transfer to the account specified by the A-Buyer on the return form, unless otherwise agreed.

The Product must be returned complete, with all accessories (including the carrying case) and in normal condition and working order, together with the applicable return form. The costs and risk of return are borne by the A-Buyer. Normal signs of use do not prevent this return guarantee from applying; hygienic parts such as intranasal applicators do not need to be returned. This return guarantee applies once per Product purchased. This return guarantee does not cover hygienic parts purchased separately (such as individual nasal applicators) or Food Supplements.

10.7 Food Supplements. Food Supplements are supplied with a remaining shelf life of at least [six (6)] months. If the seal is damaged or broken on delivery, the Buyer must not use the Food Supplement and must notify the Seller without delay. The Seller will replace it free of charge.

11. PAYMENT

11.1 As a rule, the Buyer pays the Price and Additional Costs in full before delivery or collection. For purchases through the Webshop, payment is made during the ordering process using the online payment methods offered. Products are dispatched or made ready for collection only after payment has been received in full; for payment by bank transfer, this may take several working days.

11.2 If the Parties have nevertheless agreed to payment at a later date, the payment terms stated on the Seller's invoice apply.

11.3 If the A-Buyer fails to pay on time, the following procedure applies:

- The Seller sends the A-Buyer a written demand requiring payment within fourteen days, the period beginning on the third day after the demand is sent. This demand takes the form prescribed by Article XIX.2 of the WER.
- If the A-Buyer still fails to pay after the above period, the following additional amounts are payable to the Seller: (i) late-payment interest from the expiry of the above fourteen-day period until the date of full payment, at a rate of 10% per annum or, if lower, the maximum applicable interest rate under Article XIX.4 of the WER; and (ii) fixed compensation equal to:

(a) EUR 20 if the outstanding balance is less than or equal to EUR 150;

(b) EUR 30 plus 10% of the amount due on the portion between EUR 150.01 and EUR 500 if the outstanding balance is between EUR 150.01 and EUR 500; or

(c) EUR 65 plus 5% of the amount due on the portion exceeding EUR 500, subject to a maximum of EUR 2,000, if the outstanding balance exceeds EUR 500.

11.4 In the event of late payment by a B-Buyer, following a written demand from the Seller, the B-Buyer owes the following additional amounts: (i) compensation of 10% of the invoice amount; and (ii) late-payment interest at the applicable statutory interest rate for commercial transactions, from the formal demand until the date of full payment.

12. USE AND LIABILITY

The Seller is not liable for damage resulting from the use of Products contrary to the label or to the manufacturer's applicable instructions for use, safety instructions or manuals. The Seller cannot in any event be held liable for indirect damage. The Products are not intended as a form of, or alternative to, medical treatment for psychiatric or neurological conditions. The Seller is not authorised to make medical diagnoses or provide psychological care, and the Products must never be construed as providing such services. At no point before or during the ordering process does the Seller investigate whether the Buyer has any specific mental or neurological conditions. Buyers with neurological, psychiatric or psychological complaints must consult a qualified medical or psychological care provider. The Products are intended to enhance the mental capabilities of persons without such complaints, and not as a curative or therapeutic programme for persons with such complaints. The Products do not replace advice or treatment from a medical practitioner or psychologist.

With each Product, the Buyer receives the manufacturer's instructions for use and safety information, always supplemented by instructions for use and safety information in Dutch, and

undertakes to comply with them. The Dutch instructions for use are a translation of the manufacturer’s original English documentation, which is always also supplied. In the event of doubt or uncertainty, the Buyer shall consult the original English version or contact the Seller using the contact details set out in Article 13; in relation to the B-Buyer, the original English version prevails in the event of any inconsistency. The Products are intended for use for general wellbeing (wellness) and are not medical devices.

Food Supplements are foodstuffs, not medicinal products. They are not intended to prevent, treat or cure any disease and are not a substitute for a varied diet. The Buyer shall follow the instructions on the label, including the recommended daily dose and the warnings. Buyers who are pregnant, breastfeeding, taking medication or undergoing medical treatment shall consult a doctor or pharmacist before use.

If a Food Supplement is recalled, the Buyer shall follow the Seller’s instructions. The Seller shall replace the Food Supplement or provide a refund, free of charge.

A B-Buyer who resells Food Supplements shall do so only in their original packaging and before the end of their stated shelf life, use only health claims authorised under Regulation (EC) No 1924/2006, ensure traceability and cooperate with recalls. The B-Buyer shall indemnify the Seller against third-party claims arising from any breach of these obligations.

13. GENERAL PROVISIONS

13.1 The Buyer may contact the Seller with questions, comments or complaints as follows:

Postal address / training centre address: Kortrijksesteenweg 255, 9000 Gent

General telephone number: +32 456 75 34 65

General email address: info@braincoder.be

Seller’s registered office: Rijsenbergstraat 52, 9000 Gent

Seller’s VAT number: BE 0730.917.665

Website: https://braincoder.be/

13.2 The Seller may amend the content of these General Terms and Conditions from time to time. The most recent version is always published on the Seller's website and is also available in physical form at the Seller's postal address or registered office address. The version of the General Terms and Conditions applicable at the time the Sales Agreement was concluded continues to apply to the delivery of the Products ordered at that time.

13.3 If any provision of these General Terms and Conditions is void or unenforceable under applicable law, the remaining provisions remain unaffected. In such a case, the Parties shall give effect to the obligations under the ineffective provisions in a manner consistent with the spirit of the Sales Agreement and within the applicable legal framework.

13.4 If the Seller does not apply these General Terms and Conditions strictly or consistently in a particular case, this does not in any way constitute a waiver of the Seller's rights under these General Terms and Conditions.

13.5 The Seller processes the Buyer's personal data in accordance with the General Data Protection Regulation (GDPR) and as described in the Privacy Statement, which can be consulted at any time at https://braincoder.be/. The Privacy Statement describes, among other things, which data are processed, for what purposes and on what legal bases, how long they are retained, which service providers they are shared with, and what rights the Buyer has. Where the processing of certain data requires consent, for example for optional personal guidance or for sharing product feedback with the manufacturer, that consent is requested separately and expressly; it does not arise from acceptance of these General Terms and Conditions. The use of cookies on the website is described in the Cookie Statement at https://braincoder.be/.

13.6 Complaints should preferably first be addressed to the Seller using the contact details set out in Article 13.1; the Seller handles every complaint within a reasonable time. If an A-Buyer does not obtain a satisfactory solution after the complaint has been handled, the A-Buyer may contact the Consumer Mediation Service (Consumentenombudsdienst, North Gate II, Koning Albert II-laan 8 bus 1, 1000 Brussel, www.consumentenombudsdienst.be) or another qualified entity for the out-of-court resolution of consumer disputes.

13.7 These General Terms and Conditions are governed by Belgian law. In the event of a dispute concerning their validity or application, the courts of the judicial district of East Flanders, Ghent division, have territorial jurisdiction. In relation to the A-Buyer, this choice of court is without prejudice to mandatory statutory rules on jurisdiction.

ANNEX 1 - MODEL WITHDRAWAL FORM

You are not obliged to use this form: a simple email clearly stating that you are withdrawing from your purchase is equally sufficient. If you use this form, please send it to us by email or by post.

(Complete and return this form only if you wish to withdraw from the contract.)

To: Benomics Tech. CommV (trading name: Braincoder)
Kortrijksesteenweg 255, 9000 Gent
Email: info@braincoder.be

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the sale of the following goods (*)/the provision of the following service (*):

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.....

Ordered on (*)/Received on (*): .....

Name(s) of consumer(s): .....

Address of consumer(s): .....
.....

Signature of consumer(s) (only if this form is submitted on paper):

Date: .....

(*) Delete as appropriate.