

General terms and conditions of sale

These terms apply to all offers, orders and deliveries of Postbiota ingredients to business customers.

Last updated: October 2026

1 Definitions and scope

- 1.1 In these terms, "we", "us" and "Postbiota" mean WW Health Technology B.V., trading as Postbiota, registered with the Netherlands Chamber of Commerce under number 59393475. "Customer" means any business that requests an offer from us, places an order with us or receives Products from us. "Products" means the ingredients and other goods we supply, including samples.
- 1.2 These terms apply to all offers, quotations, order confirmations and agreements for the supply of Products. They apply to business customers only. We make these terms available with our offers and on postbiota.com, and send a copy free of charge on request.
- 1.3 Any general terms of the Customer, including terms in a purchase order, are expressly rejected. Deviations from these terms only apply if we have agreed to them in writing.
- 1.4 By placing an order, the Customer confirms that it acts in the course of its business and that the person placing the order is authorised to bind the Customer.

2 Offers and orders

- 2.1 All offers and quotations are without obligation, unless they state a period of validity. Information on our website, in brochures and in datasheets is not an offer.
- 2.2 An agreement is concluded when we confirm an order in writing, including by email, or when we start delivery.
- 2.3 Orders must meet our minimum order quantity. We may refuse orders below that quantity or charge an additional handling fee.
- 2.4 For a first order, or where we consider it necessary, we may ask for a credit check, prepayment or other security before we deliver. We may set, change or withdraw a credit limit at any time.

3 Samples

- 3.1 Samples are supplied for evaluation purposes only. They may not be resold or used in products placed on the market.
- 3.2 Unless agreed otherwise in writing, samples are supplied without warranty. A sample shows the general characteristics of a Product. The specification in our order confirmation is decisive for any delivery.

4 Prices and payment

- 4.1 Prices are in euros and exclude VAT, other taxes, customs duties and, unless stated otherwise, transport costs.
- 4.2 We may adjust prices for orders not yet confirmed to reflect changes in the cost of raw materials, production, energy, transport or exchange rates. Confirmed orders are not affected.
- 4.3 Payment is due within 30 days of the invoice date, unless agreed otherwise in writing.
- 4.4 If the Customer does not pay on time, it is in default without further notice. We may then charge interest of 1.5% per month on the outstanding amount, or the statutory commercial interest under article 6:119a of the Dutch Civil Code if that is higher. All judicial and extrajudicial collection costs are payable by the Customer.
- 4.5 The Customer may not suspend payment or set off amounts it owes us against any claim it has on us.
- 4.6 If the Customer fails to pay on time, we may suspend further deliveries until all overdue amounts have been paid, or require prepayment for future deliveries.

5 Delivery and risk

- 5.1 Unless agreed otherwise in the order confirmation, we deliver DAP (Incoterms 2020) to the address agreed with the Customer.
- 5.2 Delivery dates are estimates and not strict deadlines. If we expect a delay, we will inform the Customer as soon as possible. A delay only entitles the Customer to terminate the agreement if we have not delivered within a reasonable additional period set by the Customer in writing.
- 5.3 Risk of loss of or damage to the Products passes to the Customer in accordance with the agreed Incoterm. Ownership passes as set out in clause 6.
- 5.4 Each batch is delivered with a certificate of analysis.

6 Retention of title

- 6.1 We remain the owner of the Products until the Customer has paid all amounts it owes us under any agreement, including interest and costs.

- 6.2 Until ownership has passed, the Customer shall store the Products separately and identifiable as our property, keep them insured, and not pledge them or grant any other right over them to third parties. The Customer may use and process the Products in the ordinary course of its business.
- 6.3 If the Customer fails to meet its payment obligations, or if there is good reason to fear that it will not, we may take back the Products that are still our property. The Customer grants us access to its premises for this purpose.

7 Inspection and complaints

- 7.1 The Customer shall inspect the Products immediately upon delivery. Visible defects, damage and shortages must be reported to us in writing within 5 business days of delivery, stating the batch number.
- 7.2 Defects that could not reasonably have been found on inspection must be reported in writing within 7 days of discovery, and in any case before the end of the shelf life stated on the certificate of analysis.
- 7.3 If the Customer does not report within these periods, the Products are deemed accepted.
- 7.4 We keep retention samples of every batch. If the parties disagree on whether a batch meets the specification, the analysis of our retention sample by an independent accredited laboratory, chosen by mutual agreement, is decisive. The costs of that analysis are borne by the party whose position proves incorrect.
- 7.5 Products may only be returned with our prior written consent. A complaint does not suspend the Customer's payment obligation.

8 Warranty and suitability

- 8.1 We warrant that the Products meet the agreed specification at the time of delivery. This is the only warranty we give.
- 8.2 The Customer is responsible for assessing whether the Products are suitable for its intended application, including stability, compatibility with other ingredients, sensory properties and processing conditions in its own formulations. Any advice we give on applications is given to the best of our knowledge but without warranty.
- 8.3 The warranty does not apply if the Products have not been stored, handled or processed in line with our datasheet or instructions.
- 8.4 If Products do not meet the warranty and the Customer has reported this in time, we will, at our option, replace the non-conforming Products or credit the price paid for them. This is the Customer's only remedy.

9 Use and regulatory compliance

- 9.1 The Customer may use the Products as an ingredient in its own products. Resale or repackaging of the Products in unprocessed form requires our prior written consent.
- 9.2 The Customer is solely responsible for ensuring that its finished products comply with the laws of every market in which they are sold, including rules on composition, labelling, claims, advertising and any required authorisations or notifications.
- 9.3 If the Customer wishes to market finished products as organic, it is responsible for its own organic certification under Regulation (EU) 2018/848 or other applicable legislation.
- 9.4 Scientific information we provide may not be presented to consumers as a health claim, unless this is permitted under applicable law.

10 Product recall

- 10.1 The Customer shall keep records that allow each batch of the Products to be traced to its own finished products and customers.
- 10.2 If a recall, market withdrawal or other regulatory action concerns the Products, both parties shall inform each other without delay and cooperate fully, including by quarantining affected stock and sharing traceability information.
- 10.3 If a recall is caused by a proven non-conformity of the Products, we bear the reasonable direct costs of that recall, subject to clause 11. In all other cases, the costs are borne by the Customer.

11 Liability

- 11.1 Our total liability for any claim relating to an agreement or the Products is limited to the invoice value of the delivery to which the claim relates.
- 11.2 We are not liable for indirect or consequential loss, including loss of profit, revenue, production, business opportunity or reputation.
- 11.3 These limitations do not apply if the damage is caused by intent or deliberate recklessness of our management.
- 11.4 Any claim against us lapses if it is not brought within one year after delivery of the Products concerned.

12 Intellectual property and confidentiality

- 12.1 All intellectual property rights in the Products, our know-how, production methods, documentation and the Postbiota name remain ours. The Customer receives no licence other than the right to use the Products in accordance with these terms.

- 12.2 Each party shall keep the other party's confidential information confidential and use it only for the purpose of the agreement. For the Customer, this includes information on the composition of the Products and on our production and supply partners, whether or not it was shared under a separate non-disclosure agreement.
- 12.3 The Customer shall not analyse the Products, or have them analysed, with the aim of reproducing them. The Customer shall not contact our production or supply partners, directly or indirectly, to obtain the Products or similar products without our involvement.

13 Force majeure

- 13.1 We are not liable for any failure or delay caused by circumstances beyond our reasonable control, including natural disasters, epidemics, war, government measures, strikes, disruptions at our suppliers or production partners, transport disruptions and shortages of raw materials or energy.
- 13.2 If force majeure lasts longer than 60 days, either party may terminate the affected agreement in writing, without any obligation to pay compensation.

14 Suspension and termination

- 14.1 Either party may terminate an agreement with immediate effect by written notice if the other party materially breaches it and does not remedy the breach within 30 days after written notice, or if the other party is declared bankrupt, applies for a suspension of payments, or its business is liquidated or discontinued.
- 14.2 If we terminate an agreement for one of these reasons, all amounts the Customer owes us become immediately due.

15 Personal data

- 15.1 We process personal data of the Customer's contact persons in line with our Privacy and cookie statement (postbiota.com).

16 Governing law and disputes

- 16.1 These terms and all agreements to which they apply are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 16.2 All disputes are submitted exclusively to the competent court in the district where WW Health Technology B.V. has its registered office.

17 Final provisions

- 17.1 If any provision of these terms is invalid, the other provisions remain in force. The invalid provision will be replaced by a valid one that comes as close as possible to its purpose.
- 17.2 The Customer may not transfer its rights or obligations without our prior written consent.
- 17.3 We may amend these terms. The version that applies is the one in force when the agreement is concluded.
- 17.4 These terms are drawn up in English. If they are translated, the English text prevails.

Company

WW Health Technology B.V.
trading as Postbiota
KvK 59393475
VAT NL853457761B01

Address

Hulsenboschstraat 9
4251 LR Werkendam
The Netherlands

Contact

info@postbiota.com
+31(0)20 245 6336