General terms and conditions for the SIAM VITAL marketplace

This page contains:

- The general Terms of use for the SIAM VITAL marketplace (see below under Section A), which contain the terms and conditions for the use of the SIAM VITAL marketplace,
- The general Terms and Conditions for the Sale of Goods and Services on the SIAM VITAL marketplace by SIAM VITAL (see below under Section B), and,
- The general Terms and Conditions for the Sale of Goods and Services on the SIAM VITAL marketplace by Third-Party Sellers (see below under Section C).

Further important information on various aspects (e.g. General Conduct, Illegal Content Moderation) can be found in the SIAM VITAL Policies and in the SIAM VITAL Help Center.

A. General Terms of Use for the SIAM VITAL Marketplace

Version: 01 March 2026

Content

1. General; Scope of application
2. Registration; Customer Account; Termination
3. SIAM VITAL Marketplace Services; Ratings
4. Conclusion of Sales Contracts; Right of Withdrawal
5. Notice and Action Mechanisms
6. Measures; Content Moderation; Suspension; Duration and Termination
7. Internal Complaints Management System; out-of-court dispute resolution
8. Indemnification
9. Liability; Limitation of Liability
10. Amendments
11. Consumer Dispute Resolution
12. Miscellaneous; Final Provisions

1. General; Scope

1.1 SIAM VITAL SRL, Bucharest, Sector 3, Str. Nerva Traian, No. 27-33, Romania (“SIAM VITAL”) operates an online marketplace under the URL www.siamvital.com on which commercial third-party sellers (“Third-Party Sellers”) as well as SIAM VITAL itself offer wellness products, natural and

lifestyle products, and other products to customers (“Customers”, together with Third-Party Sellers also referred to as “Users”; Customers and SIAM VITAL also referred to as the “Parties” or individually as a “Party”) and on which SIAM VITAL provides additional services (“Services”) (together with all relevant websites and (mobile) applications referred to as the “SIAM VITAL Marketplace”).

1.2 These General Terms of Use for the SIAM VITAL Marketplace, including the “SIAM VITAL Policies” (together also referred to as the “Marketplace Terms”), govern the general use of the SIAM VITAL Marketplace.

Depending on the specific use of the SIAM VITAL Marketplace by the Customer to purchase products or services, the following additional terms shall also apply:

- The General Terms and Conditions for the Sale of Goods and Services on the SIAM VITAL Marketplace by SIAM VITAL (see Section B below),
- The General Terms and Conditions for the Sale of Goods on the SIAM VITAL Marketplace by Third-Party Sellers, where applicable (see Section C below),
- General Terms and Conditions for “SIAM VITAL RITUALS & SUBSCRIPTIONS” (“RITUALS T&Cs”),
- SIAM VITAL Club – Platform Terms of Use.

1.3 The Marketplace Terms constitute the entire agreement and understanding between the Parties with respect to the subject matter of the contract and replace all prior agreements and understandings, whether oral or written representations, between the Parties relating to the subject matter of the contract. Unless expressly provided otherwise in these Marketplace Terms or in the additional terms listed in Section 1.2, the provisions of the additional terms listed in Section 1.2 shall remain unaffected by the provisions of these Marketplace Terms.

1.4 Conflicting or supplementary general terms and conditions of the Customer shall not apply unless SIAM VITAL expressly agrees to them.

2. Registration; Customer Account; Termination

2.1 Customers may register for an account in order to manage customer information, such as delivery addresses (“Customer Account”). Registration for a Customer Account may take place as part of an order process or independently of an order.

2.2 Only individuals who are at least 18 years old with full legal capacity, legal entities, and partnerships are eligible to register. This requirement also applies to orders. When registering on behalf of a company, the

person registering this Customer guarantees that they are authorized to represent the company.

2.3 To register, the Customer must provide personal information (e.g., name and email address) and choose a password. By submitting the completed registration form, the Customer makes a binding offer to conclude a contract for the registration and use of the Customer Account ("Customer Account Agreement"). Before submitting the registration form, the Customer may review the entered data and correct any errors by navigating back in the browser and changing the relevant entries. After registration is completed, SIAM VITAL will send the Customer a welcome email to finalize the registration. By sending this welcome email, SIAM VITAL accepts the Customer's offer to conclude the Customer Account Agreement, thereby forming the Customer Account Agreement.

2.4 The Customer must ensure that the information provided during registration is accurate and complete. If the Customer provides incorrect or incomplete information, SIAM VITAL is entitled to terminate the Customer Account Agreement in accordance with Section 2.10 and delete the Customer Account in accordance with Section 6. The Customer shall promptly and without request inform SIAM VITAL of any future changes to the data provided during registration.

2.5 The Customer Account may be terminated in accordance with Sections 2.8 to 2.12. The Customer's personal data will then be deleted without undue delay unless SIAM VITAL is legally permitted or obliged to retain it. Further details can be found in the SIAM VITAL Privacy Notice.

2.6 The Customer may not disclose the access data for the Customer Account, particularly the password, to third parties. Should third parties nevertheless gain access to the Customer Account or if the Customer has any indication of misuse of the Customer Account, the Customer shall immediately inform SIAM VITAL and change the password.

2.7 There is no entitlement to registration or to the conclusion of a Customer Account Agreement. The Customer is not permitted to register more than once on the SIAM VITAL Marketplace.

2.8 The Customer Account Agreement is concluded for an indefinite period. The Customer may terminate the Customer Account Agreement at any time without observing a notice period.

2.9 SIAM VITAL may terminate the Customer Account Agreement with a notice period of two weeks provided that any orders placed by the customer prior to the termination date will be processed and fulfilled in accordance with the terms of the agreement, unless otherwise agreed

2.10 The right to terminate without notice for good cause remains unaffected. SIAM VITAL may terminate the Customer Account Agreement in accordance with Section 6.2.

2.11 If SIAM VITAL terminates the Customer Account Agreement, the Customer is not entitled to create a new account, even under a new name or designation.

2.12 The Customer may terminate the Customer Account Agreement at any time by using the button provided in the app or by sending an email to contact@siamvital.com.

3. SIAM VITAL Marketplace Services; Reviews

3.1 On the SIAM VITAL Marketplace, products are offered either by SIAM VITAL and, where a specific product is not offered by SIAM VITAL, also by third-party sellers (together referred to as “Offers”). All offers on the SIAM VITAL Marketplace are made by commercial sellers, which means that consumers are entitled to the applicable consumer rights. The products are categorized and can be found using the search tools available on the SIAM VITAL Marketplace. The order of products in the search results on the SIAM VITAL Marketplace is based on the following main parameters: (i) relevance to the search query, and (ii) total price of the offer (item price excluding shipping costs). If the Customer has specified criteria, only products compatible with those specifications will be displayed in the search results.

3.2 SIAM VITAL is entitled to modify the SIAM VITAL Marketplace or parts thereof, insofar that such modifications are reasonable for users taking into account the legitimate interests of SIAM VITAL, do not result in additional costs for users, and are necessary to adapt the SIAM VITAL Marketplace to technical developments, changes in the number of users, or changes in user behavior and/or expectations.

3.3 On the SIAM VITAL Marketplace, Customers may have the opportunity to rate third-party sellers and/or products (“Reviews”). Reviews may be published on the SIAM VITAL Marketplace. Reviews are only permitted in connection with transactions carried out on the SIAM VITAL Marketplace. SIAM VITAL does not review the content of Reviews, in particular not their accuracy. Customers may only create and use Reviews in compliance with these Marketplace Terms, the SIAM VITAL Policy for Reviews of Third-Party Sellers, and applicable law. In particular, Customers may only provide accurate and truthful information and must not include unlawful, abusive, defamatory, or threatening content, or content that is unrelated to the transaction or the review criteria. Any misuse of the rating system is prohibited. Customers may not force third-party sellers to act, tolerate, or

refrain from acting by threatening to submit or withhold a Review. Customers and other persons may notify SIAM VITAL at any time (e.g., via the notice and remedy procedure described in Section 5.1) of Reviews suspected of violating these Marketplace Terms, the SIAM VITAL Policy for Reviews of Third-Party Sellers, and/or applicable law. SIAM VITAL will promptly review such notification and the relevant Review and take appropriate measures. Further information on this procedure and on Reviews in general is available in the SIAM VITAL Policy for Reviews of Third-Party Sellers.

4. Conclusion of Sales Contracts; Right of Withdrawal

4.1 A contract for the purchase of a product offered by SIAM VITAL or a third-party seller (SIAM VITAL and third-party sellers hereinafter collectively referred to as the "Seller") is concluded as follows ("Purchase Agreement"):

4.1.1 The presentation of products on the SIAM VITAL Marketplace does not constitute a legally binding offer, but merely an invitation to submit an offer (invitatio ad offerendum). By submitting an order on the SIAM VITAL Marketplace by clicking the clearly marked button in the final step of the ordering process, the Customer submits a binding offer to purchase the products displayed in the order overview.

4.1.2 To initiate the ordering process, the Customer must first place the desired goods to the shopping cart by clicking the corresponding button. Until clicking the clearly marked button in the final step of the ordering process that makes the order binding, the Customer may cancel or modify the order at any time by removing goods from the cart, changing the quantity of goods, or returning to the product pages to add further goods to the order. If the Customer wishes to cancel the order process completely, they can also simply close the browser window.

4.1.3 In the shopping cart, the Customer can initiate the regular checkout process via a clearly marked button. The Customer will first be redirected to a page where they can log in as an existing customer or register for a customer account. For products offered by SIAM VITAL, the Customer may also proceed as a guest without registering (this may not be possible for products offered by third-party sellers). In the next step, the Customer enters their details as well as delivery and billing addresses and selects the payment method. A summary page then opens where the Customer can review all details. The Customer may correct any input errors using the designated buttons.

Optionally and subject to availability, the Customer may initiate express checkout via integrated payment service providers (availability may be

limited to certain offers and/or sellers). During express checkout, a browser window opens in which the Customer is prompted to log in to their account with the respective payment provider. The data required to process the order - such as delivery address and payment source - are generally transferred automatically and may be adjusted if necessary. The Customer then returns to the normal checkout process on the SIAM VITAL Marketplace. In the “Address” step, the Customer may review and adjust the data transferred by the payment provider and complete any missing information. The Customer then selects the desired payment method.

Before finally submitting the order by clicking the clearly marked button that triggers the binding order, all goods in the order are displayed once again. The Customer may modify the order at this stage. The Customer should therefore carefully review the order before clicking the button.

4.1.4 By clicking the clearly marked button in the shopping cart view that triggers the binding order, the Customer submits a binding offer to conclude a Purchase Agreement and receives confirmation of receipt of the order by email. This confirmation email does not constitute acceptance of the order or of the Customer’s offer. The Purchase Agreement is only concluded upon the Seller’s shipping confirmation, which is sent via a separate email, or at the latest upon receipt of the goods by the Customer. If the Customer receives an email from the Seller canceling the order or does not receive a shipping confirmation within 8 days from the order date, the Customer’s order shall be deemed not accepted. Depending on who offers the products subject to the respective order on the SIAM VITAL Marketplace, the Customer concludes one or more Purchase Agreements with SIAM VITAL and/or the respective third-party seller(s). In such cases, the General Terms and Conditions for the Sale of Goods and Services on the SIAM VITAL Marketplace by SIAM VITAL (see Section B below) and/or the General Terms and Conditions for the Sale of Goods on the SIAM VITAL Marketplace by Third-Party Sellers (see Section C below), and possibly further terms of the respective third-party seller, shall apply. The contractual provisions are not stored after the conclusion of the Purchase Agreement.

4.1.5 The Purchase Agreement relates only to the goods confirmed in the shipping confirmation or delivered to the Customer. If the Customer’s order includes additional goods, these are not part of the Purchase Agreement, and there is no obligation to deliver such products unless expressly agreed in writing with the Customer.

4.1.6 In the case of payment methods that are linked to immediate payment by the Customer (such as PayPal or sofortueberweisung.de, if

available), the acceptance of the offer and therefore the conclusion of the Purchase Agreement takes place when the Customer is requested to pay.

4.2 The Customer may print the order data immediately after submitting the order. If the Customer wishes to review the order documents again, they may contact SIAM VITAL. SIAM VITAL will provide the Customer with a copy of the order data.

4.3 For telephone orders, the Customer’s order constitutes a binding offer to conclude a Purchase Agreement. Acceptance of the order by SIAM VITAL employees, who act merely as receiving agents and are not authorized to make legally binding declarations on behalf of SIAM VITAL and/or a third-party seller, does not constitute acceptance of the Customer’s offer. After receiving the Customer’s order, the Customer receives confirmation of receipt by email. This confirmation does not constitute acceptance of the offer. The Purchase Agreement is only concluded upon order confirmation sent via a separate email. If the Customer does not receive a declaration of acceptance within five business days, the order shall be deemed not accepted. Sections 4.1.5 and 4.1.6 apply accordingly.

4.4 The Sellers reserve the right to withdraw from the Purchase Agreement if the goods are not available from a carefully selected and reliable supplier without fault on the part of the Sellers. In such case, the Sellers shall promptly inform the Customer of the unavailability and the withdrawal from the Purchase Agreement and refund any payments made without delay.

4.5 In the case of returns made within the framework of the statutory right of withdrawal, the Customer shall bear all direct return costs. In such cases, SIAM VITAL is not obliged to organize the collection of goods but may assist in arranging collection upon request and charge the Customer for the actual costs incurred.

4.6 If the respective Sellers are prevented from fulfilling a delivery obligation due to unforeseen events affecting the Sellers or their suppliers, which the Sellers could not avert even with reasonable care under the circumstances - such as force majeure, war, natural disasters, strikes, lockouts, fire damage, epidemics, pandemics, or official orders - the delivery period shall be extended by the duration of the impediment plus a reasonable additional period. In such cases, the Sellers undertake to inform the Customer without undue delay of the occurrence of such events. If delivery becomes impossible or the impediment is not merely temporary, the Sellers are entitled to withdraw from the Purchase Agreement. If, as a result of the delay, it is unreasonable for the Customer

to accept delivery or performance, the Customer may withdraw from the Purchase Agreement by immediate written declaration to the Sellers.

5. Notice and Action Mechanisms

5.1 SIAM VITAL provides a procedure that enables users and other persons to inform SIAM VITAL about the presence of information on the SIAM VITAL Marketplace that the user or other person considers to be unlawful ("**Contact**"). The reporting person must provide a sufficiently detailed and substantiated notice and, in particular, include the information described in the notice procedure regarding the content they consider to be unlawful or in violation of applicable terms. SIAM VITAL is free to forward the notice and the data transmitted with it to the user who posted the reported content. The identity of the reporting person will only be disclosed if this is strictly necessary.

5.2 SIAM VITAL will process all Reports and take decisions in respect of the information to which the Report relates, in a timely, diligent, non-arbitrary and objective manner. If the Report contains the electronic contact details of the reporting person, SIAM VITAL will immediately send a confirmation of receipt. In this case, SIAM VITAL will also immediately inform the User concerned about the decision regarding the reported information and the possible legal remedies against this decision. If SIAM VITAL uses automated means to process the content or to make decisions, SIAM VITAL will inform the User concerned or the person concerned about the use of such automated means.

6. Measures; Content Moderation; Suspension; Duration and Termination

6.1 SIAM VITAL uses various procedures and tools to moderate user content on the SIAM VITAL Marketplace. SIAM VITAL may take the following measures if there are concrete indications that a user's conduct or the information posted by that user on the SIAM VITAL Marketplace (including offers by third-party sellers, reviews, or parts thereof) violates applicable law, third-party rights, and/or SIAM VITAL's applicable terms and conditions:

- delay or delete the publication of such information,
- issue warnings to the respective user, and
- restrict the respective user's use of the SIAM VITAL Marketplace to the extent that such restriction limits the effects of the violation or prevents repeated violations by the user.

6.2 SIAM VITAL may also take the following measures if the violation of legal regulations, the rights of third parties or the applicable terms and conditions of SIAM VITAL constitutes an important reason for SIAM VITAL:

- temporary or permanent suspension of the respective user,
- termination of the contractual relationship with the respective user, and
- deletion of the respective user’s account.

An important reason for SIAM VITAL exists if the user does not remedy a serious violation within a reasonable period set by SIAM VITAL despite being requested to do so, or if the user commits repeated serious violations despite prior warning by SIAM VITAL, or if, for other reasons and taking into account all circumstances of the individual case and balancing the interests of both parties, it is unreasonable for SIAM VITAL to continue the contractual relationship without taking such measures.

An important reason for SIAM VITAL exists if a third-party seller repeatedly lists non-compliant products, or if a user repeatedly publishes or transmits non-compliant content or information or repeatedly commits more than minor breaches of SIAM VITAL’s applicable terms and conditions.

6.3 When selecting the measures, SIAM VITAL will take into account the legitimate interests of the User concerned, in particular whether the User is not responsible for the infringement. If SIAM VITAL takes one of the aforementioned measures, SIAM VITAL will inform the User concerned, stating the reasons, in accordance with the applicable law and inform him/her of the legal remedies to which they are entitled.

6.4 In the event that a User frequently and obviously takes actions on the SIAM VITAL Marketplace or posts information or content on the SIAM VITAL Marketplace that violates legal regulations, third-party rights or the applicable terms and conditions of SIAM VITAL (e.g. frequently offers products that do not comply with the (EU) 2023/988 (General Product Safety Regulation)). SIAM VITAL will block this User from the SIAM VITAL Marketplace after prior warning ("Suspension"). When deciding on Suspensions, SIAM VITAL will examine promptly, carefully and objectively in each individual case whether the User concerned has carried out the aforementioned actions or posted the aforementioned content, taking into account all relevant facts and circumstances apparent from the information available to SIAM VITAL. These circumstances include at least (i) the absolute number of manifestly illegal acts or content posted or transmitted on the SIAM VITAL Marketplace within a given period; (ii) (if applicable) their ratio to the total number of content posted during that period; (iii) the seriousness of the cases, including the nature of the

unlawful act or content, and its consequences; and (iv) the intentions of the User, if such intentions can be ascertained. The suspension shall apply for a reasonable period, depending in particular on the circumstances mentioned above (e.g. initially up to three days and then 14 days or longer in the case of further infringements - or immediately in the case of particularly serious infringements).

6.5 If SIAM VITAL takes any of the measures described in this Section 6, in particular in the event of restriction, suspension, or termination, the user concerned has the right and opportunity to clarify the matter underlying such measures within the framework of the internal complaint procedure (Section 7.1).

7. Internal Complaints Management System; out-of-court dispute resolution

7.1 SIAM VITAL provides an internal complaint-handling system which offers Users the opportunity to appeal against SIAM VITAL's decisions on (i) the removal of reported information or the blocking or restriction of access to it, (ii) the full or partial Suspension or termination of the provision of the SIAM VITAL Marketplace to the User concerned, and (iii) the Suspension or termination of the User Account of the User concerned ("Internal Complaint-Handling System"). Complaints against such decisions are only possible within six months from the date on which the User was informed of the decision by SIAM VITAL. In addition, Third-Party Sellers have the possibility to submit complaints via the Internal Complaint-Handling System about the following problems concerning the Third-Party Sellers: (i) alleged non-compliance with the legal provisions applicable to the SIAM VITAL Marketplace, (ii) technical problems directly related to the provision of the SIAM VITAL Marketplace, and (iii) actions or conduct of SIAM VITAL directly related to the provision of the SIAM VITAL Marketplace.

SIAM VITAL processes complaints submitted via the Internal Complaint-Handling System in a timely, non-discriminatory, diligent and non-arbitrary manner. If a complaint contains sufficient grounds to believe that the decision not to investigate a Report is unfounded or that the information to which the complaint relates is neither illegal nor in breach of SIAM VITAL's applicable terms and conditions or other applicable provisions, or if it contains information indicating that the behavior of the complaining User does not justify suspension or termination of the SIAM VITAL Marketplace or termination of the respective User Account, SIAM VITAL will immediately reverse the respective decision. After processing the complaint, SIAM VITAL will immediately inform the User of the result of the procedure and give reasons for the decision. In the reasoned decision,

SIAM VITAL will also refer to the possibility of Out-of-Court Dispute Settlement (as described in Section 7.2) and other available legal remedies. SIAM VITAL shall ensure that complaints submitted on behalf of Users by bodies, organizations or associations qualified under Regulation (EU) 2022/2065 or applicable UK legislation are dealt with and resolved as a matter of priority and without undue delay. SIAM VITAL regularly reviews the Internal Complaint-Handling System and records the effectiveness of the Internal Complaint-Handling System in a report available on the SIAM VITAL Marketplace.

Complaints under the Internal Complaint-Handling System may be submitted via the SIAM VITAL Help Center, which serves as the primary point of contact for such complaints.

SIAM VITAL will suspend the processing of reports and complaints for a reasonable period after prior warning if a User frequently submits obviously unfounded reports or complaints. The procedure and information pursuant to Section 6.4 shall apply accordingly to such frequently obviously unfounded Reports and complaints.

7.2 Users who are affected by decisions within the meaning of Section 7.1 have the right to select a certified out-of-court dispute settlement body pursuant to Article 21(3) of Regulation (EU) 2022/2065 to resolve disputes relating to such decisions and to complaints that were not resolved through the Internal Complaint Management System (“Certified Out-of-Court Dispute Settlement Body”). SIAM VITAL shall cooperate in good faith with the selected Certified Out-of-Court Dispute Settlement Body in order to resolve the dispute. SIAM VITAL may refuse to engage with such a Certified Out-of-Court Dispute Settlement Body if a dispute concerning the same information and the same grounds for the alleged unlawfulness of the content or its alleged incompatibility with the terms of use has already been resolved, or if the dispute could not be resolved through the Internal Complaint Management System because the user failed to submit the complaint within the six-month time limit. The Certified Out-of-Court Dispute Settlement Body is not authorized to impose a binding resolution of the dispute.

8. Indemnification

The User shall indemnify SIAM VITAL against all claims asserted by third parties (including supervisory authorities) against SIAM VITAL on the grounds that the content, action or other use of the SIAM VITAL Marketplace by the User violates applicable law or infringes the rights of third parties. The User shall bear the necessary costs of legal defense incurred by SIAM VITAL, including all legal fees and court costs (in the

amount prescribed by law or, if there are no mandatory provisions, in a reasonable amount). This does not apply if and insofar as the User is not responsible for the infringement.

9. Liability; Limitation of Liability

9.1 SIAM VITAL shall be liable without limitation in accordance with statutory provisions for damages resulting from injury to life, body, or health that are based on a negligent or intentional breach of duty by SIAM VITAL or its legal representatives or agents. The same applies to guarantees given or any other strict liability, as well as to claims under the Product Liability Act.

9.2 SIAM VITAL shall also be liable without limitation for other damages resulting from an intentional or grossly negligent breach of duty by SIAM VITAL or its legal representatives or agents.

9.3 SIAM VITAL shall not be liable for damages resulting from a slightly negligent breach of duty. This shall not apply to damages resulting from the breach of essential contractual obligations caused by slight negligence. In such cases, the liability of SIAM VITAL, its legal representatives, or agents shall be limited to the damage typically foreseeable at the time of contract conclusion. Essential contractual obligations are those obligations whose proper performance the other party regularly relies upon and is entitled to rely upon.

9.4 SIAM VITAL shall not be liable for delays or failures in the provision of the SIAM VITAL Marketplace or for technical failures of the SIAM VITAL Marketplace that are due to reasons, events, or other circumstances beyond the control of SIAM VITAL and its agents and for which SIAM VITAL and its agents are therefore not responsible.

9.5 To the extent stated above, SIAM VITAL shall only be liable for loss of data if such loss could not have been avoided through reasonable data security and backup measures by the user.

9.6 To the extent that SIAM VITAL’s liability is excluded or limited, this shall also apply to the personal liability of its legal representatives, employees, and other agents.

10. Amendments

SIAM VITAL may propose amendments to these Marketplace Terms at any time in text form (e.g., by email) with a notice period of at least 30 days prior to the proposed effective date. The proposed amendment shall only become effective if the user agrees to it as follows: (i) If the amendment is material, SIAM VITAL will request the user’s express consent to the

amendment. (ii) If the proposed amendment is not material, the user's consent shall be deemed granted if the user does not object to the amendment in text form (e.g., by email) before the proposed effective date. In the case of such amendments, SIAM VITAL will inform the user, in the notification proposing the amendment, of the user's right to object to the amendment, the deadline for doing so, the consequences of failing to object within the deadline, and the user's right to terminate the contract (see also Section 2.8). Material amendments are those that would significantly alter the balance of previously agreed rights and obligations to the detriment of the customer or that would be equivalent to the conclusion of a new contract (e.g., changes to the provisions governing the nature and general scope of the SIAM VITAL Marketplace or regarding the term and termination). Amendments required due to changes in the law, final court judgments, or interim injunctions shall not be considered material amendments.

11. Consumer Dispute Resolution

11.1 SIAM VITAL is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

11.2 However, legal regulations require SIAM VITAL to refer consumers to a competent consumer dispute resolution body:

General Consumer Arbitration Board of the Center for Arbitration e.V., Straßburger Straße 8, 77694 Kehl am Rhein, Germany, Telephone: +49 7851 / 795 79 40, Fax: +49 7851 / 795 79 41, Email: mail@verbraucher-schlichter.de, Website: www.verbraucher-schlichter.de.

12. Miscellaneous; Final Provisions

12.1 For the purpose of providing the SIAM VITAL Marketplace, fulfilling obligations, and exercising rights arising in this context, SIAM VITAL may use the services of affiliated companies and cooperation partners.

12.2 Users may only offset claims that are undisputed or have been legally established by a final court decision.

12.3 These Marketplace Terms and all contractual relationships connected thereto shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). For consumers residing in the EU, irrespective of the choice of German law, the mandatory consumer protection provisions of the Member State in which the consumer has their habitual residence shall apply if such consumer protection provisions are more favorable to the consumer than the provisions of German law.

12.4 If the user is a merchant (within the meaning of the German Commercial Code), a legal entity under public law, or a special fund under public law, Bucharest (Romania) shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with these Marketplace Terms or the Customer Account Agreement. The same applies if the user relocates their place of residence abroad after conclusion of the contract or does not have a general place of jurisdiction in Romania or in another EU Member State. For consumers, the place of jurisdiction shall be their place of residence; in addition, Bucharest shall also be an additional place of jurisdiction for disputes arising out of or in connection with these Marketplace Terms or the Customer Account Agreement. SIAM VITAL may only bring legal action against consumers before the courts at the consumer's place of residence.

12.5 Should any provision of these Marketplace Terms be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall replace the invalid or unenforceable provision. If such statutory provision is not available in the individual case or would lead to an unreasonable result, the parties shall enter into negotiations to replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision.

12.6 The Customer confirms that they will at all times comply with all relevant export control laws and related trade regulations that may apply to the transaction. If the Customer resells or otherwise transfers the contractual goods supplied by SIAM VITAL to third parties, the Customer undertakes to comply with the applicable foreign export control laws and trade regulations. The Customer confirms compliance with existing embargoes and restrictions, in particular those based on customs law as well as international regulations and/or trade policy measures. In this context, the Customer further declares that the contractual goods are not intended for export or other delivery to sanctioned regions and/or sanctioned parties. The Customer confirms that neither they nor any of their affiliated companies and/or their or its legal representatives and/or shareholders are listed on any applicable sanctions list under applicable foreign trade law.

Return to the top of the page

B. General Terms and Conditions for the Sale of Goods and Services on the SIAM VITAL Marketplace by SIAM VITAL

Version: 01 March 2026

Content

1. Contracting Parties, Scope of Application
2. Shipping and delivery
3. Right of Withdrawal
4. Receipt of Goods and Transport Damage
5. Prices and payment methods
6. Arrears and right of retention
7. Retention of title
8. Statutory rights
9. Manufacturer's guarantee
10. Liability of SIAM VITAL for Damages
11. Consumer Dispute Resolution: Information pursuant to Section 36 VSGB
12. Final provisions

1. Contracting Paries, Scope of Application

1.1 The contractual partner for the sale of goods on the SIAM VITAL Marketplace that are marked as “sold by SIAM VITAL” is SIAM VITAL S.R.L., Bucharest, Sector 3, Str. Nerva Traian, No. 27-33, Romania (“SIAM VITAL”).

1.2 These General Terms and Conditions for the Sale of Goods on the SIAM VITAL Marketplace by SIAM VITAL (“SIAM VITAL Terms of Sale”) apply to all purchases of goods and services from SIAM VITAL on the SIAM VITAL Marketplace by the customer. The customer may be either a consumer or an entrepreneur (“Customer”). Consumers are natural persons who conclude contracts for purposes that cannot be attributed to their commercial or professional activity. Entrepreneurs are natural or legal persons or partnerships with legal capacity who, when concluding the contract, act in the exercise of their commercial or self-employed professional activity.

1.3 These SIAM VITAL Terms of Sale exclusively govern the contractual relationship between the Customer and SIAM VITAL with respect to purchases. Conflicting or supplementary general terms and conditions of the Customer shall not apply unless SIAM VITAL expressly agrees to them.

2. Shipping and delivery

2.1 Shipping Costs

Delivery fees will be automatically calculated based on the delivery address provided and will be displayed during the checkout process.

2.2 Import Declaration and Payment of Import VAT, Excise Duties and Customs Duties for Deliveries to Non-EU Countries

For deliveries to the United Kingdom, Switzerland, and Norway, SIAM VITAL is responsible for the import declaration and for paying import VAT, excise duties, and customs duties where legally required (Incoterm DDP). If the delivery address is located in another territory that does not belong to the European Union for VAT or customs purposes, the recipient of the goods is generally responsible for the import declaration and for paying import VAT, excise duties, and customs duties in the country of destination where legally required (Incoterm DAP).

2.3 Delivery Times

2.3.1 Available

Items that are available will be dispatched within 1–2 business days (Monday to Friday, excluding nationwide public holidays in Germany) after receipt of payment.

2.3.2 Currently Out of Stock

The item cannot be ordered: it is out of stock or has been discontinued.

2.3.3 Delivery Time

Delivery time depends on the availability of the goods. Please refer to the status indicated on the respective product page. No deliveries are made on public holidays.

2.4 Withdrawal Period

Outside the statutory 14-day withdrawal period, SIAM VITAL only accepts returns if required by law in the case of defective goods.

- The Customer must initiate the return via their customer account on the SIAM VITAL Marketplace or contact SIAM VITAL Support.
- The return must be shipped from the country of delivery according to the original delivery address; returns from third countries are excluded.
- The goods must not have been used, damaged, opened, or otherwise handled in any way.

Once SIAM VITAL has received the returned goods, they will be carefully inspected. If the goods meet the above criteria, SIAM VITAL will either refund the purchase price or replace the goods with another product, depending on the Customer's preference.

3. Right of Withdrawal

3.1 Customers, who are consumers, are entitled to a right of withdrawal in accordance with the withdrawal policy, which can be found here.

3.2 If the Customers exercise their right of withdrawal, they must return the goods to SIAM VITAL without undue delay and in any event no later than fourteen (14) days from the day on which they informed SIAM VITAL of the withdrawal, in return for a refund of the purchase price. The deadline is met if the Customer dispatches the goods before the expiry of the fourteen-day period. SIAM VITAL may request proof of dispatch. The goods must always be returned from the country to which SIAM VITAL originally shipped the product. If this is not the case and the goods are returned from a country that does not belong to the European Union or a customs union with the European Union, the Customer shall bear any applicable customs duties and taxes. If such duties or taxes are not paid by the Customer, SIAM VITAL reserves the right to settle these duties or taxes and offset the corresponding claim against the Customer's claim for reimbursement of the purchase price.

4. Receipt of Goods and Transport Damage

4.1 SIAM VITAL uses parcel delivery services, among others, to ship orders. If goods arrive damaged, SIAM VITAL asks the Customer to do the following: The Customer should immediately inform the delivery service employee about the damaged goods and document the extent and nature of the damage. The Customer's warranty rights remain unaffected and are not limited by this.

4.2 The Customer may refuse acceptance of damaged goods. In the event of delivery of a damaged shipment, the Customer should contact SIAM VITAL via the SIAM VITAL Help Centre or contact customer service through the SIAM VITAL returns portal. This helps SIAM VITAL to assert its claims against the parcel service and at the same time improve its service to the Customer.

5. Prices and Payment Methods

5.1 SIAM VITAL offers the Customer various payment methods for paying for the purchased goods. All available payment methods can be found at: www.siamvital.com.

5.2 For products purchased from certain third-party sellers, only specific payment methods may be available. Only one single payment method may be used per order. This also applies if an order contains multiple products from different third-party sellers and SIAM VITAL, resulting in multiple purchase agreements (i.e., one with each individual seller). Accordingly, for orders containing multiple products from different sellers, fewer payment methods may be available than if the order contains only products from the same seller for which more payment methods are offered (e.g., only from SIAM VITAL).

5.3 All prices on the SIAM VITAL Marketplace are stated in EUR and include statutory value-added tax (VAT). All prices are ex warehouse, including packaging, and exclude shipping costs and, where applicable, cash-on-delivery charges.

5.4 The purchase price valid at the time of the order shall apply and will be stated in the order confirmation email that the Customer receives immediately after placing the order. If items are stored in the shopping cart, their total price will be updated to the current daily price during the ordering process.

5.5 In case of purchase agreements between the Customer and SIAM VITAL, the total amount payable, including shipping costs, is due immediately. The Customer agrees to receive invoices exclusively in electronic form.

6. Arrears and Right of Retention

6.1 If the Customer is in arrears with a payment, SIAM VITAL reserves the right to charge reminder fees for necessary payment reminders, unless the Customer proves that SIAM VITAL did not incur any costs for the reminders or that the costs were significantly lower than the claimed reminder fees. The reminder fee amounts to five (5) EUR per reminder. If, under applicable law, a reminder is not required, no costs shall be incurred for the first reminder.

6.2 In addition, SIAM VITAL is entitled to charge interest at the statutory rate in the event of late payment.

6.3 The assertion of further damages for default shall not be excluded by the assertion of reminder fees or interest claims.

6.4 The Customer may only offset claims to which SIAM VITAL is entitled or assert a right of retention if the Customer's counterclaim is undisputed, has been confirmed by a court or other competent authority, or arises from the same contract as the claim in question.

7. Retention of title

7.1 To secure SIAM VITAL’s purchase price claim against the Customer, SIAM VITAL retains ownership of all delivered goods until full payment of the purchase price has been made.

7.2 The Customer is obliged to handle goods subject to retention of title with care.

7.3 Goods subject to retention of title may neither be pledged to third parties nor transferred as security before full payment of the secured claims. The Customer must immediately notify SIAM VITAL in writing if and insofar as third parties seize the goods belonging to SIAM VITAL.

7.4 If the Customer is an entrepreneur, the following shall additionally apply:

7.4.1 SIAM VITAL retains ownership of all delivered goods until full settlement of all present and future claims arising from the purchase contract and from an ongoing business relationship with the Customer (“Secured Claims”). The risk of accidental loss or accidental deterioration shall remain with SIAM VITAL until delivery to the Customer’s place of business in accordance with the rules on transfer of risk applicable to consumers.

7.4.2 If the realizable value of the securities exceeds the Secured Claims by more than 10%, SIAM VITAL shall, at the Customer’s request, release the securities. The selection of the securities to be released shall be at SIAM VITAL’s discretion.

7.4.3 If the delivered goods are inseparably mixed with other items not belonging to SIAM VITAL, SIAM VITAL shall acquire co-ownership of the new item in proportion to the value of the delivered goods (final invoice amount including VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Customer’s item is to be regarded as the principal item, it shall be deemed agreed that the Customer transfers proportional co-ownership to SIAM VITAL. The Customer shall hold the resulting sole ownership or co-ownership in safekeeping for SIAM VITAL.

8. Statutory Rights

8.1 The Customer’s rights in the event of material defects and defects of title shall be governed by the statutory warranty provisions, unless otherwise specified below.

8.2 In relation to consumers, warranty rights shall expire within the statutory warranty period.

8.3 In relation to entrepreneurs, warranty rights for new goods shall expire within one year from the transfer of risk. Liability for defects in used goods is excluded. This shall not apply in cases of gross negligence or intent.

8.4 For clarification purposes, SIAM VITAL points out that the following circumstances do not constitute a material defect if they are the cause of the defect:

- Natural wear and tear,
- Improper use,
- Insufficient or incorrect care of the goods,
- Unsuitable or improper use,
- Failure to observe instructions for use,
- Incorrect handling.

9. Manufacturer’s guarantee

If there is a separate manufacturer’s guarantee that Customers may invoke in addition to the statutory rights that the Customer benefits from, this will be indicated in the respective product description. This guarantee only applies to the respective product and the Customer's claims are based on the respective guarantee conditions of the manufacturer and apply exclusively to the manufacturer.

10. Liability of SIAM VITAL for Damages

The provisions of Section 9 of the Marketplace Terms shall apply accordingly to these SIAM VITAL Terms of Sale.

11. Consumer Dispute Resolution: Information pursuant to Section 36 VSGB

The information set out in Section 11 of the Marketplace Terms shall apply accordingly to these SIAM VITAL Terms of Sale.

12. Final Provisions

The provisions of Section 12 of the Marketplace Terms shall apply accordingly to these SIAM VITAL Terms of Sale.

Return to the top of the page

C. General Terms and Conditions for the Sale of Goods on the SIAM VITAL Marketplace by Third-Party Sellers

Version: 01 March 2026

Content

1. Contracting Parties, Scope of Application
2. Shipping and Delivery
3. Right of Withdrawal
4. Receipt of Goods and Transport Damage
5. Prices and Payment Methods
6. Statutory rights
7. Manufacturer guarantee
8. Liability; Limitation of Liability
9. Alternative Dispute Resolution
10. Final provisions

1. Contracting Parties, Scope of Application

1.1 These General Terms and Conditions for the Sale of Goods on the SIAM VITAL Marketplace by Third-Party Sellers (“Third-Party Seller Terms of Sale”) apply to all purchases of goods from third-party sellers on the SIAM VITAL Marketplace by customers. Further information about the respective third-party seller can be found in the offer and on the seller page, which can be accessed by clicking on the name of the third-party seller in the offer. The customer may be either a consumer or a business customer (“Customer”). Consumers are natural persons who conclude contracts for purposes that cannot be attributed to their commercial or professional activity. Business customers are natural or legal persons or partnerships with legal capacity who, when concluding the contract, act in the exercise of their commercial or self-employed professional activity.

1.2 These Third-Party Seller Terms of Sale exclusively govern the purchase agreement between the Customer and the respective third-party seller. In addition, further seller-specific terms and conditions may apply, which can be found on the seller page of the respective third-party seller offering the products (“Additional Third-Party Seller Terms”).

2. Shipping and Delivery

2.1 Products offered by third-party sellers on the SIAM VITAL Marketplace may generally be ordered from anywhere in the world, in particular from any EU Member State. However, products offered by third-party sellers

can generally only be delivered to delivery addresses within Germany (excluding Heligoland and Büsingen am Hochrhein).

2.2 Shipping costs for standard shipping methods are not included in the displayed product purchase price. Additional shipping costs may apply for certain shipping methods (e.g., export or express delivery). These will be clearly indicated during the ordering process and on the seller page. All stated prices include statutory value-added tax (where applicable).

2.3 Delivery time depends on the availability of the goods. Please note the status indicated on the respective product page.

3. Right of Withdrawal

Customers who are consumers are entitled to a right of withdrawal in accordance with the withdrawal policy available on the seller page under “Right of Withdrawal.” If the third-party seller additionally offers a contractual return right that goes beyond the statutory right of withdrawal for consumers, the relevant terms will also be published on the seller page.

4. Receipt of Goods and Transport Damage

4.1 Third-party sellers use parcel delivery services, among others, to ship orders. If goods arrive damaged, the third-party seller asks the Customer to do the following: If possible, the Customer should immediately inform the delivery service employee about the damaged goods and document the extent and nature of the damage. The Customer’s warranty rights remain unaffected and are not limited by this.

4.2 The Customer may refuse acceptance of damaged goods. In the event of delivery of damaged goods, the Customer should contact the respective third-party seller using the contact details provided on the seller page. This helps the third-party seller to assert claims against the parcel service and at the same time improve its service to the Customer.

5. Prices and Payment Methods

5.1 On the SIAM VITAL Marketplace there are various payment methods for paying for the purchased goods, depending on the Seller. The specific payment methods can be viewed on the respective product page.

5.2 For the purchase of products from certain third-party sellers, only specific payment methods may be available. Only one single payment method may be used per order. This also applies if an order contains multiple products from different sellers and therefore results in multiple purchase contracts (i.e., one with each individual seller). Accordingly, for orders containing multiple products from different sellers, fewer payment methods may be available than if the order contains only products from the same seller for which more payment methods are offered.

5.3 All prices on the SIAM VITAL Marketplace are stated in EUR and include statutory value-added tax (VAT). All prices for products offered by third-party sellers are ex warehouse, including packaging, but excluding shipping costs.

5.4 The price of the products valid at the time of the order shall apply and will be stated in the order confirmation email that the Customer receives immediately after placing the order. If items are stored in the shopping cart, their total price will be updated to the current daily price during the ordering process.

5.5 In purchase contracts between the Customer and third-party sellers, the total amount payable, including shipping costs, is due immediately. The Customer agrees to receive invoices exclusively in electronic form.

5.6 The payment methods available for a specific third-party seller’s offer are indicated in the respective offer. Further general information regarding payment options on the SIAM VITAL Marketplace is also available.

5.7 For secure payment, in individual cases the required identification documents, information about the Customer’s account/credit card, and verification of the delivery address may be requested. This serves solely for the Customer’s security. The data will be transmitted via a secure connection and will not be shared with third parties. In such cases, the processing time of an order may be extended. If the requested information is not provided, the order will be canceled, and the costs will be refunded to the same payment method chosen by the Customer when placing the order. In this case, the goods will not be shipped, and the offer submitted by the Customer shall be deemed rejected.

6. Statutory Rights

6.1 The Customer’s rights in the event of material defects and defects of title shall be governed by the statutory warranty provisions, unless otherwise specified below.

6.2 With respect to consumers, warranty rights shall expire within the statutory warranty period.

6.3 With respect to entrepreneurs, warranty rights for new goods shall expire within one year from the transfer of risk. Liability for defects in used goods is excluded. This shall not apply in cases of gross negligence or intent.

6.4 For clarification purposes, the third-party seller points out that the following circumstances do not constitute a material defect if they are the cause of the defect:

- Natural wear and tear,
- Improper use,
- Insufficient or incorrect care of the goods,
- Unsuitable or improper use,
- Failure to observe instructions for use,
- Incorrect handling.

7. Manufacturer guarantee

If there is a separate manufacturer’s guarantee that Customers may invoke in addition to the statutory rights that the Customer benefits from, this will be indicated in the respective product description. This guarantee only applies to the respective product and the Customer's claims are based on the respective guarantee conditions of the manufacturer and apply exclusively to the manufacturer.

8. Liability; Limitation of Liability

8.1 The third-party seller shall be liable without limitation for intent and gross negligence, as well as for damages resulting from injury to life, body, or health.

8.2 In cases of slight negligence, the third-party seller shall be liable for the breach of an essential contractual obligation. An essential contractual obligation within the meaning of this clause is an obligation whose

fulfillment is necessary for the proper execution of the contract and on whose compliance the contractual partner may regularly rely.

8.3 In the case referred to in Section 8.2, the third-party seller shall not be liable for lack of economic success, loss of profit, or indirect damages.

8.4 Liability pursuant to Section 8.2 shall be limited to the damage that is typical and foreseeable at the time of contract conclusion.

8.5 The limitations of liability shall apply accordingly in favor of the employees, representatives, and agents of the third-party seller.

8.6 Any liability arising from guarantees provided by the third-party seller and claims under the Product Liability Act shall remain unaffected.

8.7 In all other respects, the liability of the third-party seller is excluded.

9. Alternative Dispute Resolution

Whether the respective Third-Party Seller is willing or obliged to participate in alternative dispute resolution proceedings before an Alternative Dispute Resolution entity can be found on the seller page of the respective Third-Party Seller.

10. Final provisions

10.1 These Third-Party Sellers Terms of Sale apply in the version valid at the time of the order.

10.2 The legal invalidity of individual provisions shall not affect the binding nature of the remaining clauses.

Return to the top of the page

01. March 2026