

# Invoice



Invoice No. FIV-009580  
Document Date 30/04/25  
Due Date 30/04/25  
Order No.  
Payment Terms Paid in Advance of Delivery  
Customer No. 700287  
Incoterms Delivered At Place  
Shipment No. FSP-009882  
VAT No. CZ03488578

Railway Stores, Templeshannon,  
Enniscorthy, Co Wexford, Ireland  
Tel +353 53 9242999  
www.futurenutrition.ie  
accounts@futurenutrition.ie

**Bill To Address:**

BrainMarket s.r.o.  
Hladnovská 83/93  
Ostrava  
71200  
Czech Republic

**Delivered To Address:**

BrainMarket s.r.o. - sklad  
Cihelní 1733/2  
Ostrava  
70200  
Czech Republic  
Stanislav Koudelka

No.	Your Ref	Description	Quantity	UOM	Price	Total
A9271		BRAIN MAX NEURO LEMON FLAVOUR 100ML TC	3,860	CASE/12	9.60	37,056.00
		PLATES BRAIN MAX NEURO SHOT	4	EACH	85.00	340.00
		DELIVERY 6 PALLETS TO BRAINMARKET	1		1,650.00	1,650.00
		Intra-community supply				
					<b>Total EUR</b>	<b>39,046.00</b>

**BANK NAME**

Allied Irish Bank

**IBAN**

IE63AIBK93341445561078

**SWIFT CODE**

AIBKIE2D

**VAT Registration No.**

IE9826509A

All Goods Remain The Property Of Future Nutrition Ltd Until The Invoice Is Paid In Full

Directors: Siobhan Donnelly (CEO), Olivia Reeves.

Future Nutrition Ltd. Reg. in Ireland No: 494147. Registered Office Railway Stores, Templeshannon, Enniscorthy, Co. Wexford, Y21 T889.

Thank You For Your Business

TERMS AND CONDITIONS OF SALE

1. Definitions

- 1.1. **“FN”** means Future Nutrition Ltd, a company registered in Ireland with registered number 494147 and registered address at Railway Stores, Templeshannon, Enniscorthy, Co Wexford, Ireland.
- 1.2. **“Customer”** means the person, firm, or company purchasing Goods from FN.
- 1.3. **“Goods”** means the nutritional and functional food supplements (whether in liquid or powdered form), including any packaging, labelling, or other materials supplied by FN to the Customer under these Terms and Conditions.
- 1.4. **“Order”** means any request by the Customer, whether written or oral, for FN to supply Goods.
- 1.5. **“Contract”** means the contract formed between FN and the Customer for the sale and purchase of Goods, governed by these Terms and Conditions and any other documents expressly incorporated.
- 1.6. **“Incoterms”** means the most recent edition of the official International Chamber of Commerce rules for the interpretation of trade terms.
- 1.7 **“Intellectual Property Rights” or “IPR”** means any right anywhere in the world whether registered or unregistered in (a) patents, utility models, trademarks, designs, formulations, service marks, trade secrets, get-ups, trade-, business- or domain names, and (b) rights in inventions (whether patentable or not), actual property rights, know-how, trade secrets and other confidential information, copyrights including rights in computer software and databases (including database rights), topography rights; and (c) any other intellectual property rights which may exist at any time in any part of the world; and in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them anywhere in the world.
- 1.8 **“Confidential Information”** means information that is designated as 'confidential' or which by its nature is clearly confidential. Confidential Information includes (without limitation) any information concerning the technology, technical processes, procedures, security procedures, the layout of premises, Intellectual Property Rights (as defined above), prices, projects, business models, development or human resources matters, business and customer risks or details, computer systems and software, know-how or other matters, business methods and affairs and finance matters of either Party and its actual or potential customers and business partners and the details of the relationship of either Party, its actual or potential customers and business partners and any correspondence between them (including the details and the content of this agreement).
- Confidential Information may (without limitation) take the form of: (a) documents, technical specifications, unpublished patent specifications, data, drawings, plans, processes, photographs, databases, computer software in disk or electronic form and items of computer hardware; or (b) oral descriptions, demonstrations or observations.

2. Applicability

- 2.1. These Terms and Conditions apply to all sales of Goods by FN to the Customer. By placing an Order, the Customer is deemed to have accepted these Terms and Conditions in full.
- 2.2. Any other terms and conditions proposed or provided by the Customer (including those set out on any purchase order or other document) are expressly rejected and shall not apply, unless expressly agreed to in writing by FN.
- 2.3. No variation or modification of these Terms and Conditions shall be binding unless made in writing and signed by an authorized representative of FN.
- 2.4. Where a separate, fully executed written supply or manufacturing agreement exists between FN and the Customer, in the event of conflict, the terms of that separate agreement shall prevail over these Terms and Conditions.

3. Orders and Specifications

- 3.1. All Orders for Goods must be submitted by the Customer in a manner acceptable to FN. FN reserves the right to accept or reject any Order, in whole or in part, at its sole discretion.
- 3.2. Any samples, drawings, descriptive matter, or advertising issued by FN are for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract nor have any contractual force unless expressly agreed otherwise in writing.
- 3.3. FN may make any changes to the specification of the Goods which are required to comply with any applicable safety or statutory requirements, or which do not materially affect their quality or performance.

4. Intellectual Property and Formulations

- 4.1. FN develops bespoke formulations for the Customer, but FN retains sole ownership of all intellectual property rights in and to those formulations, the processes, know-how, and any related intellectual property.
- 4.2. Nothing in these Terms and Conditions or the Contract shall be construed as transferring any intellectual property rights from FN to the Customer.
- 4.3. The Customer shall not reverse engineer, decompile, or otherwise tamper with any formulations or processes provided by FN.
- 4.4. The Customer shall keep in strict confidence all Confidential Information of FN which the Customer may obtain, and the Customer shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors on a need to know basis for the purpose of discharging the Customer’s obligations to FN and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Customer. The Customer must not use, disclose or reproduce FN’s Confidential Information for any purpose other than the purpose of discharging its obligations to FN.
- 4.5. The obligations of confidentiality set out in this Clause 4 shall not apply:
- 4.5.1 where FN has given its specific prior written consent to the disclosure;
- 4.5.2 to Confidential Information which, at the relevant date, is or becomes at any time after that date, within the public domain (other than as a result of a breach of this Clause 4);
- 4.5.3 where the Customer can show that the information was obtained, free from any restrictions as to its use or disclosure, from a third party who was free to divulge it;

5. Price and Payment

- 5.1. The price of the Goods shall be as stated on FN’s invoice, or as otherwise agreed in writing between FN and the Customer. Unless otherwise stated, all prices are exclusive of VAT, taxes, duties, or other applicable charges, which shall be paid by the Customer in addition.
- 5.2. Payment shall be made in full in the currency specified in FN’s invoice, on the date of the invoice, unless otherwise agreed in writing.
- 5.3. If the Customer fails to make payment in full by the due date, FN shall be entitled (without prejudice to any other right or remedy) to charge interest on the overdue amount at a rate of 10% per annum above the base lending rate of the European Central Bank, accruing daily from the due date until the date of actual payment.
- 5.4. Title to the Goods shall not pass to the Customer until FN has received payment in full (in cleared funds) for the Goods.

6. Delivery, Title, and Risk

- 6.1. Delivery is on an “Ex Works” (Incoterms) basis at FN’s premises (or as otherwise agreed). The Customer shall be responsible for arranging and paying for all transportation, insurance, and associated costs once the Goods leave FN’s premises.
- 6.2. Risk in the Goods shall pass to the Customer upon delivery to the Customer or its carrier at FN’s premises in accordance with the Ex Works-Incoterms.
- 6.3. If the Customer fails to collect or arrange shipment of the Goods on the agreed date, FN may store the Goods until collection is made and charge the Customer for all related costs and expenses (including storage and insurance)

7. Acceptance and Claims

- 7.1. The Customer shall inspect the Goods promptly upon receipt. Any claims for shortages, damage, or non-conformity must be notified to FN in writing within seven days of receipt of the Goods, providing full details of the alleged defect or shortage.
- 7.2. If the Customer does not notify FN of any defects or shortages within the specified period, the Goods shall be deemed to have been accepted in all respects..

8. Warranty and Limitation of Liability

- 8.1. FN warrants that the Goods will conform in all material respects to the specifications agreed upon in writing between the parties at the time of the Order.
- 8.2. FN gives no other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose, to the fullest extent permitted by law.
- 8.3. In the event of a valid claim for any defect, shortage, or non-conformity in any Goods, FN shall, at its option, replace or repair the affected Goods or refund the price of the affected Goods.
- 8.4. FN’s maximum aggregate liability (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) shall in no circumstances exceed the price of the Goods giving rise to the claim.
- 8.5. FN shall not be liable for any indirect or consequential loss, loss of profit, loss of business, loss of goodwill, or any other special or punitive damages, whether or not FN has been advised of the possibility of such damages.

9. Retention of Title

- 9.1. Title to the Goods remains with FN until payment in full for the Goods has been received.
- 9.2. If payment is overdue or the Customer becomes insolvent before title passes, FN shall be entitled to require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so, to enter the Customer’s premises (or such other premises where the Goods are located) to take possession of them.

10. Force Majeure

- 10.1. FN shall not be liable for any delay in performing or failure to perform any of its obligations under the Contract if such delay or failure results from events, circumstances, or causes beyond its reasonable control.
- 10.2. In such circumstances, FN shall be entitled to a reasonable extension of time to perform the obligations. If the force majeure event continues for a period exceeding 90 days, FN may terminate the

Contract without liability by giving written notice to the Customer.

11. Termination

- 11.1. FN may terminate the Contract immediately by written notice if the Customer:
- (a) fails to pay any sum due under the Contract by the due date;
- (b) becomes insolvent, or a receiver, examiner, or administrator is appointed over any part of the Customer’s assets, or the Customer makes any composition or arrangement with its creditors; or
- (c) commits a material breach of these Terms and Conditions and fails to remedy such breach within 30 days of receiving written notice from FN requiring it to do so.
- 11.2. Termination of the Contract shall not affect any accrued rights or liabilities of either party.

12. Governing Law and Jurisdiction

- 12.1. These Terms and Conditions and any Contract formed under them shall be governed by and construed in accordance with the laws of Ireland, without regard to its conflict of laws principles.
- 12.2. The courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims)

13. General Provisions

- 13.1. Entire Agreement: Subject to Clause 2.4 of these Terms and Conditions, these Terms and Conditions, together with any documents expressly referred to within them, constitute the entire agreement between the parties and supersede any prior agreements or arrangements in respect of the subject matter.
- 13.2. Severability: If any provision (or part of a provision) of these Terms and Conditions is held to be invalid, illegal, or unenforceable, the remaining provisions (or remaining part of that provision) shall remain in full force and effect.
- 13.3. No Waiver: No failure or delay by FN in exercising any right or remedy under these Terms and Conditions shall operate as a waiver of that or any other right or remedy.
- 13.4. Notices: Any notice to be given under these Terms and Conditions shall be in writing and delivered by hand, email (with confirmation of receipt), or sent by registered post or courier to the relevant party’s registered address (or such other address as notified in writing).
- 13.5. Assignment: The Customer shall not assign, transfer, or subcontract any of its rights or obligations under these Terms and Conditions without the prior written consent of FN.
- 13.6. Third Party Rights: No person who is not a party to the Contract shall have any rights to enforce any term of these Terms and Conditions.

**By accepting delivery of the Goods or by placing any Order with Future Nutrition Ltd, the Customer agrees to be bound by these Terms and Conditions of Sale..**