

Information for Customers

WARRANTY CLAIMS AND DEFECTIVE PRODUCTS

A. When does the customer have the right to file a claim:

The Customer is entitled to file a claim regarding the goods, particularly if the goods do not correspond to the description, type, quantity, or quality agreed upon.

This specifically covers instances where:

- Bottles containing beverages were damaged during transit;
- The Customer received different goods than those ordered;
- The beverage within the bottles is defective or spoiled.

Important Product Note: Please note that TBN products have a very specific flavor profile and are not completely clear beverages (sediment or floating particles are common). These natural characteristics are not considered defects and cannot be grounds for a claim.

Furthermore, if a Customer fails to cancel their TBN subscription in a timely manner and receives a subsequent scheduled delivery, this delivery cannot be the subject of a defect claim. In such cases, TBN delivered the goods in accordance with the prior agreement with the Customer.

B. Customer Remedies In the event of a valid claim, the Customer has the following rights:

- Replacement: The Customer has the primary right to the delivery of new goods (repair is excluded due to the nature of the product), unless such delivery is impossible or disproportionately expensive regarding the defect.
- Refund or Discount: If TBN refuses to deliver new goods, fails to deliver them in a timely manner, or if the defect is a material breach of contract, the Customer may request a discount (partial refund) or terminate the purchase agreement (full refund).

Note on Returns: Due to the nature of the goods (perishables), TBN does not require the Customer to physically return the defective goods unless explicitly requested.

C. Time Limit for Claims TBN beverages are consumable perishables and retain their properties only for 12 weeks from the date of receipt, provided that storage conditions are strictly followed (must be refrigerated). Claims may only be filed within this shelf-life period and only if storage conditions were maintained.

HOW AND WHERE TO FILE A CLAIM

Claims can be filed with TBN Ventures, LLC via the following channels:

- Email: info@tbn.systems (Recommended)
- Phone: (+1) 941 318 0025
- Mail/In-Person: 3272 Bayou Rd, 34228 Longboat Key, Florida, USA

Resolution Timeframe: TBN Ventures, LLC will process the claim and inform the Customer of the resolution within a reasonable time, generally no later than 30 days from the date the claim was asserted.

CONTRACT TERMINATION AND SUBSCRIPTION CANCELLATION

A. Canceling a Subscription (Deactivation) The TBN+ subscription is concluded for an indefinite period. The Customer may terminate the agreement (deactivate the account) at any time via:

- Phone: (+1) 941 318 0025
- Email: info@tbn.systems

The agreement is considered terminated on the day the notice is delivered.

B. Cancellation Deadline To avoid being charged for an upcoming shipment, the Customer must terminate the agreement no later than 1 day prior to the dispatch of goods.

- Late Cancellation: If the Customer terminates the agreement later than this deadline, they are obligated to accept the goods and pay the purchase price. The agreement will terminate the day *after* the goods are received.
- Refusal of Delivery: If the Customer refuses to accept a validly dispatched delivery (without timely cancellation), the Customer remains liable for the full purchase price of that shipment.

C. Statutory Right of Withdrawal Although the agreement is concluded remotely (online/phone), the standard right to withdraw from a contract without cause does not apply to TBN products. This is because the goods are:

1. Perishable and subject to rapid deterioration;
2. Physically delivered to the Customer's home or workplace as part of a frequent and regular supply arrangement.

However, the Customer may withdraw from the initial agreement up to 2 days before the dispatch of the first delivery.

D. Effect of Termination If a Customer validly cancels or terminates the agreement for cause (e.g., valid claim/refund), TBN will refund the purchase price paid for the specific delivery without undue delay.

4. COMPLAINTS AND DISPUTE RESOLUTION

A. Filing Complaints Any general complaints regarding TBN products or services can be directed to:

- Phone: (+1) 941 318 0025
- Email: info@tbn.systems

B. Governing Law and Jurisdiction These terms and any disputes arising out of or related to the purchase of goods from TBN Ventures, LLC shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

Any legal suit, action, or proceeding arising out of, or related to, these terms or the products shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida.