

Terms and Conditions of the Vemma Europe Online Store

www.vemmaeurope.com

1. Information about the Company

The Vemma Europe Online Store, functioning at the Internet address: www.vemmaeurope.com (hereinafter referred to as the “Online Store”), is operated by and belongs to the company Vemma Europe Limited (hereinafter referred to as “Vemma Europe”), with its registered office in Ireland, The Harbour, Kilcock, Co. Kildare, registered at the Irish Company Registration Office (CRO) under the number: 423877, with the Irish VAT identification number: IE 9568766K, telephone: 00 353 1 685 2455, fax: 00 353 1 651 9596, e-mail: support@vemmaeurope.com

Vemma Europe is the sole, licensed distributor in Europe of Vemma products and marketing ideas bearing the “Vemma” trademark. The business activity of Vemma Europe is based on an exclusive license granted by Vemma Nutrition Company, Arizona, USA.

Vemma Europe is the sole authorised online store which offers marketing materials with “Vemma” trademarks.

The trademarks of “Vemma” include: Vemma, Vemma Europe, Vemma Premium, Vemma Verve, Vemma Suite, Vemma Shop, Vemma Nutrition Program, Mangosteen Plus, Kiwi Strawberry Essential Minerals, and V2-Fridge Brick.

2. Parties to a Purchase-Sale Transaction

1. The Parties to a purchase-sale transaction are:

a) **Purchaser:**

- Consumer – an individual of full legal age, resident in the European Union, purchasing products from the Online Store for purposes unrelated to their trade, business or professional activity (hereinafter referred to as the “Consumer”), or
 - Entrepreneur – a Vemma Europe Independent Distributor; an individual running a registered business, or an organisation which is not a legal individual, or a legal individual purchasing products from the Online Store for purposes directly related to their trade, business or professional activity (hereinafter referred to as the “Entrepreneur”).
- b) **Seller** – Vemma Europe selling products displayed on the Online Store website to Consumers and Entrepreneurs (hereinafter referred to as the “Seller”).
2. In accordance with the type of Purchaser, the parties to the transaction are bound by the provisions of these Conditions.

3. Subject of the Transaction

1. The subject of the transaction means the products shown on the Online Store website which at the moment of placing an order are displayed on the website www.vemmaeurope.com.
2. The Seller uses all commercially reasonable efforts to ensure that the offer displayed on the website is always up-to-date. If a product is unavailable at a particular moment, the Seller provides appropriate information next to the product and makes the purchase of the product impossible.
3. The availability of products in the Online Store depends on the type of product and the quantity of an order.
4. The information/price published on the website constitutes an offer of sale and does not constitute a binding offer within the meaning of the Irish Sale of Goods and Supply of Services Act 1980 or any other applicable Irish and E.U. legal regulations, nor does it reflect stocks.
5. All prices of products are shown as gross amounts denominated in EURO and inclusive of VAT. The Purchaser pays for the products in EURO. The Seller does not accept other currencies and does not sell in instalments.

6. The Seller reserves the right to change the prices of products displayed on the Online Store website with no prior warning. Any price change does not apply to orders already accepted.
7. The Seller reserves the right to withdraw individual products from the Online Store with no prior warning.

4. Orders

1. Orders at the Online Store may be placed only via the order form which is available on the Online Store website, 24 hours a day and 7 days a week. The Seller shall not deal with orders placed differently than via the order form available on the Online Store website, e.g. by e-mail, fax or telephone. The Purchasers who are Entrepreneurs shall provide their VAT or EU VAT numbers or other tax identification numbers assigned to them by the tax authority in their country.
2. The acceptance of an order is immediately confirmed by electronic mail. Should it be impossible to confirm the acceptance of an order within 7 days, due to Purchaser-related reasons (including but not limited to such reasons as no money transfer to the bank account of Vemma Europe, incorrect Purchaser contact details; no contact with the Purchaser), the Purchaser shall be notified about the ensuing situation by electronic mail or by phone, or, if there is no response from the Purchaser, the order shall be cancelled.
3. If a single order comprises more than 100 pieces of a particular product, the Seller reserves the right to postpone the delivery period by an additional 20 days, and the Purchaser shall be notified thereof by electronic mail or by phone.
4. The acceptance of an order for shipment is confirmed by electronic mail. The Purchaser receives an e-mail with the parcel number and may verify the parcel status via the courier's service on the website of, accordingly, the courier company DPD: www.dpd.net or Swiss Post: www.post.ch.
5. Until the Seller accepts the order for shipment (before the Purchaser receives the information mentioned in paragraph 4), the Purchaser may change or cancel the order, or change the parcel delivery address. The Purchaser should immediately contact the Seller to make sure that the order may still be changed or cancelled.

6. In cases where it is justified, Vemma Europe reserves the right to cancel the order at any stage, especially if the ordered product is unavailable from the supplier or for other important economic, logistic or legal reasons. This also applies to cases when, due to error or technical defect, the displayed price or details of the product are obviously different from the actual state. Should the product be temporarily unavailable, the Seller shall contact the Purchaser to modify or cancel the order.

5. Payment

1. The Seller accepts the following forms of payment:
 - a) **Credit Card** (MASTER CARD, VISA, VISA ELECTRON)
 - b) **Down payment – transfer into the bank account** – the order shall be completed when the Vemma Europe bank account has been credited with the money and the amount has been posted. We request the Purchaser to make a money transfer into the bank account indicated during the order placement and in the order confirmation e-mail. In the field “transfer name”, please enter information as instructed by Online Store.
 - c) **Direct Debit** – the order shall be completed when the Vemma Europe bank account has been credited with the money and the amount has been posted. In order to pay via Direct Debit for the order the Purchaser should complete and provide the Seller with a special Direct Debit form with authorisation (if it is required by the Seller’s bank). Direct Debit is available only in some countries.
2. The security of credit card payment is guaranteed by the company Paylane Ltd. (www.paylane.com)

6. Delivery

1. The products purchased at the Online Store are delivered by the agency of the courier company DPD (for EU countries) and Swiss Post (for Switzerland).
2. The Seller covers the costs of the shipment of products purchased at the Online Store (Free Delivery). Vemma Europe reserves the right to change the conditions of Free Delivery in case of a large order, a special order or other circumstances.

3. The time of delivery is measured in working days (Monday through Friday) and depends on the destination country.
4. The prices are displayed as gross amounts, i.e. VAT-inclusive. For Purchasers who are registered for EU VAT, the invoiced amount shall be accordingly decreased by the VAT amount.
5. The Purchaser receives a '**Track&Trace**' number by electronic mail, which enables constant monitoring of the parcel on the Internet either via the DPD website: www.dpd.net or via the Swiss Post website: www.post.ch.
6. The receipt of the parcel from the courier company must be proven with written confirmation. Upon the act of confirming, the ownership title to the product and all risk connected with the possession and use of the product, especially the risk of loss or damage is transferred to the Purchaser.
7. Upon receipt of the product, the Purchaser is obliged to check that the parcel has not been damaged during shipment. For any complaint to be investigated a complaint form must be filled in in the presence of the courier company employee and the Seller should be contacted immediately to clarify the matter. Especially, upon receipt of the parcel one should closely examine the condition of any tape and seals and the general condition of the parcel. Upon the Purchaser's acceptance of the parcel with no reservations, all claims on account of loss or mechanical damage expire. Failure to make a damage report in the presence of the courier during the receipt of the parcel excludes the possibility to lodge a complaint.
8. Vemma Europe reserves the right to change the prices specified on the website with no prior warning. The price change does not affect orders already accepted for shipment.
9. Vemma Europe waives any responsibility for delays caused by the courier company in the delivery of purchased products.

7. Product Claims

1. All products are new and free of any physical or legal defects.
2. Vemma Europe is responsible for products in accordance with proper regulations.
3. Product claims related to any mechanical damage to the parcel having occurred during the shipment thereof will be investigated only and exclusively on the basis of a damage report signed by both the parcel recipient and the deliverer (courier). Claims

relating to discrepancies between the delivery and the order should be placed via the complaint form within 14 days after product delivery.

4. The only effective method of placing a claim is by filling in the complaint form.
5. The provisions of paragraphs 6 and 7 under the “Delivery” Section apply to product claims.
6. The Seller waives any responsibility for external mechanical damage to the product.

8. Empty-bottle money-back guarantee for new Consumers.

1. The Seller offers its new Consumers a 100%, unconditional, 30–day, money-back guarantee for a product which was bought for the first time in the Online Store by a new Consumer.
2. The Seller will return the product or money for the product after receiving from the Consumer a written request that the Consumer wishes to use the money- or product-back guarantee. The Consumer should also send back with the written request the empty bottle(s) or package(s) bearing the lot number to the address indicated in point 9.9. herein.
3. The Consumer covers the cost of the delivery of the empty bottle(s) or package(s) mentioned in point 8.2. above to the Seller.

8. Returns

1. With regard to the regulations on consumer protection, including the Directive 97/7/EC of the European Parliament and Council of 20 May 1997 on the protection of consumers entering agreements from a distance, a Purchaser, being a Consumer from a European Union country, is entitled to withdraw from the product sale agreement made with Vemma Europe Online Store without any reason on the terms described in the Table below after the receipt of the parcel. The term for withdrawing the product sale agreement depends on the delivery country.

Country	Term for withdrawal
Belgium	7 working days
Cyprus	14 days
Denmark	14 days (plus 1 day if the last day is a national holiday)
Estonia	14 days
Finland	14 days
France	7 days
Germany	14 days
Greece	10 days
Ireland	7 working days
Italy	10 working days
Lithuania	7 working days
Poland	10 days
Sweden	14 days
UK	7 days

2. Withdrawal from the product sale agreement is possible only if the product is in working order, has not been used, is in the original packaging, and has not been copied or damaged in any manner and the Purchaser is the Consumer.
3. The returned product should be sent to the Seller's address provided below together with proof of purchase, a declaration of withdrawal from the agreement and information about the bank account to which the Seller should refund the price of the product.
4. The shop guarantees the refund of an amount equal to the product price within 14 working days after receipt of an intact product by wire transfer to the bank account as indicated by the Purchaser. The Consumer shall appropriately secure the returned product for shipment and shall cover the cost of the shipment of the returned product.
5. Vemma Europe does not follow the "charge back" system in the case of the return of products paid for with a credit card, and cancellation of Direct Debit payments

so-called “reversals”. The Seller shall refund credit card payments also within 14 working days after receipt of an intact product.

6. We hereby inform customers that, in accordance with applicable regulations, the Seller does not reimburse the cost of shipment if the Purchaser withdraws from the agreement.
7. The Seller neither accepts the return of products purchased by Vemma Europe Independent Distributors, Entrepreneurs, nor the return of Consumer-purchased products which were manufactured according to the consumer’s specification, products evidently adjusted to the consumer’s individual needs or products which due to their specificity cannot be sent back. Also, the orders mentioned in paragraph 4.3 (a single order comprising over 100 pieces of a particular product) are subject to no return.

In the case of a withdrawal from the agreement, the returned products delivered by DPD should be sent to the following address:

Timmermans Logistics BV
De Buskes14
5087 MA Diessen
Holland
PO Box 2, 5087 ZG

9. Proof of Purchase

A VAT invoice is enclosed with each order.

10. Final Provisions

1. By placing an order the Purchaser accepts the Vemma Europe conditions of use, Terms of Service and all rules specified under tabs and sections of the website www.vemmaeurope.com , which constitute an integral part of the Conditions.
2. The content of the Online Store (products and prices) is not an offer but an invitation to enter into an agreement.

3. Accepting the Conditions represents the consent given to the Seller to store and process personal details included in the order, in accordance with the current regulations regarding the protection of personal data.
4. In the event that the Purchaser, being a Vemma Europe Independent Distributor, does not pay for ordered and delivered products in due time, a price shall be deducted from the commission which a Vemma Europe Independent Distributor shall receive in accordance with the Vemma Europe Compensation Plan.
5. Vemma Europe shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as acts of God, strikes, labor difficulties, riots, war, fire, death, curtailment or interruption of a source of supply, government decrees or orders, or when such performance becomes professionally impracticable, etc.
6. All listed products and names are used solely for identification purposes and may be registered trademarks of corresponding owners.
7. Vemma Europe uses all commercially reasonable efforts to ensure that the content of the online store website reflects the reality and Vemma Europe hereby gives a warning to customers regarding the possibility of errors occurring during the updating of technical parameters. The information adjustment caused by errors or delayed updating cannot constitute grounds to lay claims against the Seller.
8. The differences resulting from the individual customer's computer settings (colour, proportions, etc.) cannot constitute grounds for a complaint about the purchased product.
9. The content of the website www.vemmaeurope.com is protected by copyright.
10. Vemma Europe reserves the right to amend these Conditions. Prior to placing an order, a Purchaser must become acquainted with the content of valid Conditions.
11. Any disputes connected with the sale agreement made by the parties shall be adjudicated by the court of law with jurisdiction over the Seller's registered office, being the High Court of Ireland.