



Terms of Supply for European Union (excluding Italy) and Norway

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on the European pages of our site <http://www.jeunesseglobal.com> ("site") to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should keep a copy of these terms and conditions for future reference

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

1. INFORMATION ABOUT US

The European country webpages of <http://www.jeunesseglobaleurope.com> are licensed to Jeunesse Global (Europe) Limited ("Jeunesse", "Company" or "we"). They are registered in England under company number 07464371 and our office is located at Frodsham Business Centre, Bridge Lane, Frodsham, Cheshire, WA6 7FZ, England. Our VAT number is GB 103351565.

2. YOUR STATUS

By placing an order through our site, you warrant that:

- 2.1. You are legally capable of entering into binding contracts; and
- 2.2. You are at least 18 years old.

3. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 3.1. We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the site and it is your responsibility to read the terms and conditions on each occasion you use this site. Your continued use of the site shall signify your acceptance to be bound by the latest terms and conditions
- 3.2. Certain site services will require registration, and subsequent access to those services will be subject to an approved login name and password ("Password Details"). Information that you provide on this site must be accurate and complete. Password Details are accepted and may be withdrawn at our sole discretion and are exclusive to you and non-transferable and must be treated as strictly confidential at all times. In the event that you have any concerns regarding your Password Details or become aware of any misuse then you must inform us immediately.

4. ORDERING

- 4.1. If you order via this site the following will apply:
- 4.2. Your order constitutes an offer to us to buy Product. All orders that you place on this site will be subject to acceptance by us in accordance with the following conditions.
- 4.3. When you place an order, we will send you an email acknowledging and setting out the final details of your order. This email does not constitute an order confirmation or acceptance of your order by Jeunesse.
- 4.4. Acceptance of your order will take place and the contract between us ("Contract") will be formed on dispatch to you of the Products (unless you cancel the order in accordance with Condition 8). A confirmation notice of dispatch will be posted to the Back Office of the Distributor, which can be accessed from <http://www.jeunesseglobaleurope.com>.
- 4.5. You should print out, or otherwise keep, a copy of these terms and conditions and the order acknowledgement for your own records.

5. DELIVERY

- 5.1. This web site is only intended for use by Customers and Distributors residing in Europe, in those countries shown as open. We do not accept orders from individuals outside those areas.
- 5.2. Subject to Condition 5.3, Products will be delivered no later than thirty (30) days from the date of confirmation or acceptance of your order.
- 5.3. Delivery charges and estimated timescales are specified when you place an order. We make every effort to deliver Products within the estimated timescales. However, delays are occasionally inevitable due to unforeseen circumstances. Time for delivery shall not be of the essence of the contract and Jeunesse shall not be liable for any delay or failure to deliver the Products within the estimated timescales.

6. RISK AND TITLE

- 6.1. The Products will be at your risk from the time of delivery or on the date of first attempted delivery.
- 6.2. Ownership of the Products will pass to you only when we receive full payment of all sums due in respect of the Products, including delivery charges.

7. PRICE AND PAYMENT

- 7.1. We accept payment by debit or credit card. We will take payment at the time we receive your order, once we have checked stock availability. Products are subject to availability. In the event that we are unable to supply the Products, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the Products. If we are unable to supply the products

within a reasonable period of time, a full refund will be given to you upon request for the products not received.

- 7.2. The price you pay is the price displayed on this site at the time we receive your order. However, while we try and ensure that all prices on our site are accurate, errors may occur. If we discover an error in the price of Products you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the Products, you will receive a full refund. We are under no obligation to provide the Product to you at the incorrect (lower) price, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a mispricing.
- 7.3. All prices include VAT. Delivery charges are be added where applicable at the current rates unless expressly stated otherwise.

8. CANCELLATIONS, SUBSTITUTIONS, RETURNS AND COMPLAINTS

8.1. Notice of Cancellation

8.1.1 Except where you are purchasing in the course of a business or as a Jeunesse Distributor, you may cancel a contract for any reason at any time within nine (9) working days of delivery (or, if it is later, within fourteen (14) days of the order). Working days do not include Saturdays, Sundays or bank holidays. You must give a notice of cancellation in writing within the period specified above to Jeunesse by:

- (a) Submitting a ticket through your back office that gives notice of cancellation; or
- (b) Call Customer Service at the number provided on this website.

You will receive a full refund of the price paid for the Products within thirty (30) days of notice being given in accordance with the conditions in this section 8. If you cancel the order for Products, you must take reasonable care of the Products both before cancellation and for at least twenty-one (21) days after cancellation. You must return the Products to the Jeunesse European distribution depot:

[Emarc, Aalsmeerderweg 249/O](#)
[1432 CM Aalsmeer](#)
[Netherlands](#)

at your own expense and take reasonable care to ensure that Jeunesse receives the Products and that the Products are not damaged in transit. You will be liable for any loss of or damage to the Products as a result of any failure by you to take reasonable care of the Products. Customers may not cancel an order or contract, or return products for the supply of

goods made to their specification or clearly personalized which by reason of their nature cannot be returned or are liable to deteriorate rapidly.

8.1.2 You may not cancel an order or contract, or return Products for the supply of Products made to your specification or clearly personalized which by reason of their nature cannot be returned or are liable to deteriorate rapidly.

8.1.3 The return and cancellation rights for Jeunesse Distributors are set out in the terms and conditions of the Distributor Application and Agreement which are incorporated into these Jeunesse European Generic Website Terms and Conditions of Supply.

8.2. Returns. In addition to the cancellation rights detailed in Condition 8.1 above, Jeunesse offers a 100% thirty (30) day return policy (less shipping charges) to all "Preferred Customers" (a Customer who purchases from your website at the Preferred Customer price and may elect to participate in Autoship in order to receive a further discount), "Retail Customers" (an individual who purchases Jeunesse Products from a Distributor face-to-face or online through their Back Office but does not engage in business building activity), and Distributors on their first purchase of a particular Jeunesse Product, if the Product is returned in "Resalable Condition". (Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labelling has not been altered or damaged; 3) the Product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) the Product is returned to Jeunesse within one (1) year from the date of purchase; 5) the Product expiration date has not elapsed; and 6) the Product contains current Jeunesse labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable) ("Guarantee"). Jeunesse will not provide a refund on any Products that are not returned to Jeunesse in a Resalable Condition. Subsequent purchases may not be returned under this Guarantee.

8.3. Returns by Retail, Wholesale and Preferred Customers. Jeunesse offers, through its Distributors, a 100% 30-day money-back Guarantee to all Retail, Wholesale and Preferred Customers, on the first purchase of a Jeunesse Product only and only if the Product is in a Resalable Condition. Every Distributor is bound to honor the Retail, Wholesale and Preferred Customer Guarantee. If, for any reason, a Retail, Wholesale or Preferred Customer is dissatisfied with any Jeunesse Product, they may return the unused portion of the Product to the Distributor from whom it was purchased or, in the case of Wholesale and Preferred Customers, to the Company, within ninety (90) days, for a replacement, exchange or a full refund of the purchase price (less shipping costs). This does not affect the statutory rights of Retail, Wholesale or Preferred Customers.

8.4. Returns by Distributors (Products Returned by Personal Retail Customers). If a personal Retail Customer returns his or her initial purchase of a Product to the Distributor from whom it was purchased, in accordance with the terms of the Guarantee, the Distributor may return it to Jeunesse for an exchange or refund for any unused Product returned in a Resalable Condition (less shipping). All Products returned by personal Retail Customers must be returned to Jeunesse within fifteen (15) days from the date on which it was returned to the Distributor along with the sales receipt which the Distributor gave to the Retail Customer.

8.4.1 Procedures for All Returns. The following procedures apply to all returns for refund, repurchase, or exchange:

- a) All Products must be returned by the Distributor or customer who purchased it directly from Jeunesse.
- b) You must obtain a Return Merchandise Authorisation number ("RMA") by calling the Customer Service Department. This RMA number must be written on each carton returned.
- c) The return must be accompanied by:
 - i. the unused portion of the Product in its original container.
- d) You must package the Product in proper shipping carton(s) and packing materials and the best and most economical means of shipping is suggested. All returns must be shipped to Jeunesse shipping pre-paid. Jeunesse does not accept shipping-collect packages. The risk of loss in shipping for returned Products shall be on the Distributor/Customer. If the returned Product is not received by Jeunesse's Distribution Centre, it is the responsibility of the Distributor/Customer to trace the shipment and for this reason we strongly suggest you send Product to us special delivery and insure the contents for loss or damage in transit.
- e) If a Distributor is returning merchandise to Jeunesse that was returned to him or her by a personal Retail or Preferred Customer, the Product must be received by Jeunesse within fifteen (15) days from the date on which the Retail or Preferred Customer returned the merchandise to the Distributor, and must be accompanied by the sales receipt the Distributor gave to the Retail or Preferred Customer at the time of sale.

No refund or replacement of Product will be made if the conditions of these rules are not met.

8.5. Complaints Procedure. You may address any complaints to the Customer Service Department from your Jeunesse Global Back Office by creating a Help Desk Ticket or by calling Customer Service at 001 407 215 7414.

9. INTELLECTUAL PROPERTY

You acknowledge and agree that we are the owner or the licensee of all intellectual property rights in our site and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. As a Distributor, you acknowledge and agree that the material and content published on the site is made available for your use in connection with the promotion of your Jeunesse business only and that you may only download such material and content for the purpose of using this site and promoting your Jeunesse business. You further acknowledge that any other use of the material and content of this site is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

10. LIABILITY AND INDEMNITY

10.1. We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which Products of the kind are commonly supplied.

10.2. Our liability (whether in contract, tort, or otherwise) for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased.

10.3. This does not include or limit in any way our liability:

10.3.1 for death or personal injury caused by our negligence;

10.3.2 for fraud or fraudulent misrepresentation; or

10.3.3 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

10.4. Jeunesse will use reasonable endeavors to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the site. Jeunesse will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the site and Jeunesse accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

10.5. Subject to condition 10.3 and other than as expressly provided in these terms and conditions all indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.

10.6. Subject to condition 10.3 we are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:

10.6.1 loss of income or revenue;

10.6.2 loss of business;

10.6.3 loss of profits or contracts;

10.6.4 loss of anticipated savings; and

10.6.5 loss of data.

11. GENERAL PROVISIONS

11.1. Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by European law.

11.2. Jeunesse shall be under no liability for any delay or failure to deliver Products or otherwise perform any obligation under the Contract if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

11.3. To provide increased value to our Customers and Distributors, we may provide links to other sites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked site we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly for (i) the privacy practices of such sites, (ii) the content of such sites, including (without limitation) any advertising, content, Products, goods or other materials or services on or available from such sites or resources or (iii) the use to which others make of these sites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, Products, goods or other materials or services available on such external sites or resources.

11.4. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

11.5. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

11.6. If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

- 11.7. These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party.
- 11.8. No delay or failure by Jeunesse to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorized representative of Jeunesse.
- 11.9. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract. We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (“Representation”) of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions. Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions. Nothing in this clause shall limit or exclude any liability for fraud.

We recommend you print out or otherwise save a copy of these terms and conditions for your future reference.

Revised: 5 October 2017