



Terms of Supply for Central America & Caribbean (CAC)

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 country pages for Costa Rica, Dominican Republic, El Salvador, Guatemala, and Panama found on our website <http://www.jeunesseglobal.com> ("CAC Webpages") 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 CAC Webpages are licensed respectively to the following Jeunesse companies:

Jeunesse Global Costa Rica, S.A.

Jeunesse Global República Dominicana, SRL

Jeunesse El Salvador, Ltda. de C.V.

Jeunesse Global Guatemala, Limitada

Jeunesse Global, S. de RL. (Panama)

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Password Details are accepted and may be withdrawn at our sole discretion and are exclusive to you and non-transferable and must be treated as strictly confidential at all times.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. Your order via the CAC Webpages constitutes an offer to us to buy our products. All orders that you place on this site will be subject to acceptance by us in accordance with the following conditions.

4.1.1. 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.

4.1.2. 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.jeunesseglobal.com>.

4.2. 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. The CAC Webpages are only intended for use by Customers and Distributors residing in those countries reference above. 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 GST. Delivery charges are be added where applicable at the current rates unless expressly stated otherwise.

8. CANCELLATIONS, 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. You must give a notice of cancellation in writing within the period specified below to Jeunesse by calling Customer Service at the number provided on this website.

Country	Initial Purchase (see 8.2)	Subsequent Purchase
Jeunesse Global Costa Rica, S.A.	30 days	8 calendar days from receipt of the product
Jeunesse Global República Dominicana, SRL	30 days	10 days from receipt of the product
Jeunesse El Salvador, Ltda. de C.V.	30 days	8 business days from the date of the transaction
Jeunesse Global Guatemala, Limitada	30 days	5 business days from the sale
Jeunesse Global, S. de RL. (Panamá)	30 days	30 days counted from the date

- 8.1.2 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. You must return the Products to the Jeunesse distribution depot:

Jeunesse Global Costa Rica, S.A.	Autopista Próspero Fernández, Centro Comercial Plaza Itskatzú, local 133-B, San José, Costa Rica
Jeunesse Global República Dominicana, SRL	Av. John F. Kennedy # 7, Casi Esquina Dr. Defillo, Edificio Pyhex Work, 4to Nivel, Los Jardines, Santo Domingo, República Dominicana
Jeunesse El Salvador, Ltda. de C.V.	Urbanización Plan la Laguna, Lote 4 Bloque “G” – Antiguo Cuscatlán. Departamento de la Libertad. El Salvador.
Jeunesse Global Guatemala, Limitada	23 Avenida Interconexión Naranjo-Minerva 12-91, Zona 4 de Mixco – Distribodogas 5. Complejo las Tunas, Bodega 36. Cd de Guatemala - Guatemala
Jeunesse Global, S. de RL. (Panamá)	Calle 58 Este Obarrio. Edificio Office One, Piso 9, Oficina 908, Ciudad de Panamá, Panamá

Within three (3) business days of sending your notice of cancellation 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.

- 8.1.3. 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.
- 8.1.4 The return and cancellation rights for Jeunesse Distributors are set out in the terms and conditions of the Distributor Policies and Procedures which are incorporated into these Terms and Conditions of Supply.
- 8.2. Initial Purchase. In addition to the cancellation rights detailed in Condition 8.1 above, Jeunesse offers a 100% thirty (30) day return policy (less shipping charges) if you are returning your first purchase of Jeunesse products, 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 thirty (30) 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. Procedures for Returns. The following procedures apply to returns for refund, repurchase, or exchange for Internet orders:

8.3.1. All Products must be returned by the Distributor or customer who purchased it directly from Jeunesse.

8.3.2. 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.

8.3.3. The return must be accompanied by the unused portion of the Product in its original container.

8.3.4. 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 Customer. If the returned Product is not received by Jeunesse’s Distribution Centre, it is the responsibility of the 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.

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

8.4. 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

Jeunesse Global Costa Rica, S.A.	+506 22889461
Jeunesse Global República Dominicana, SRL	+1 829 6072073
Jeunesse El Salvador, Ltda. de C.V.	+503 21367781
Jeunesse Global Guatemala, Limitada	+502 23750292
Jeunesse Global, S. de RL. (Panamá)	+507 8365115

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 the law of the country where the product order was placed.
- 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: 29 August 2022