



CONDITIONS OF SALE

Thank you for choosing Benevita! Your purchase and use of Benevita Products is governed by these Conditions of Sale, our [Privacy Policy](#), our [Website Terms of Use](#) (together the “Agreement”), and the Product Information pages for the Benevita Products that you purchase. Additional information about Benevita Products is available at www.benevita.eu (the “Benevita Website”).

1. Scope of Agreement

This Agreement governs purchases of Benevita Products via the Benevita Website. Transactions between ACN Independent Business Owners and Customers are not governed by this Agreement. If You purchase Benevita Products directly from an ACN Independent Business Owner, You must contact that ACN Independent Business Owner for any questions about your purchase, including questions about the terms of your purchase and your withdrawal and return rights.

2. Seller Information

Seller:	ACN Wellness B.V. (“ACN”, “Us”, or “We”)
Corporate Seat:	Thomas R. Malthusstraat 1 1066 JR Amsterdam The Netherlands
Country of Formation:	The Netherlands
Company Registration Number:	57733783 (Dutch Chamber of Commerce)
VAT Number:	NL 8527 11 839 B 01
Customer Service:	http://benevita.eu/en/contact-us/

3. Setting Up Your Benevita Account

You may order Benevita Products without creating a Customer Account or you can set up a Customer Account before your first purchase of Benevita Products via the Benevita Website and avoid having to provide your information every time you wish to order Benevita Products. To do so, go to the [Login](#) button of the Benevita Website. You are required to provide certain personal information to set up your Customer Account. Your personal information is processed by ACN pursuant to Article 9 of this Agreement and our [Privacy Policy](#). You can manage your Customer Account and your purchases through the [Manage My Account](#) section of the Benevita Website.



4. Ordering Your Benevita Products

By submitting an order through the Benevita Website (an “Order”), You are making an offer to purchase Benevita Products. ACN may accept or reject your Order for any reason. Your Order becomes final and You have a binding Agreement with ACN when (i) ACN receives your payment and accepts your Order and (ii) You receive a confirmation email from ACN. The date that You receive your confirmation email is called the Order Date. Please contact Customer Service if You do not receive a confirmation email within 48 hours of placing your Order.

5. Paying for Your Benevita Products

5.1. Prices include VAT which is charged at the rate applicable on your Order Date. VAT rates may change from time to time. Prices exclude shipping unless otherwise indicated. A separate shipping charge may appear on your invoice. We may change prices at any time. Price changes apply to future purchases of Benevita Products, including purchases through the Autoship Program. Some countries impose import, customs, or other duties or taxes on your purchase of Benevita Products. These duties and taxes may be collected when you place your Order or at the time of delivery. In the latter case, the duties and taxes will be collected by the delivery company. You are also responsible for any fees charged by your bank or card issuer in connection with your purchase of Benevita Products.

5.2. You must select a payment method when you set up your Customer Account. You can obtain information on accepted payment methods on the [Payment and Delivery Information](#) page. You may change your payment method at any time by accessing your Customer Account. You may save your payment method as part of your Customer Account. This allows You to place future Orders without re-entering your payment details. If You save your payment method, We will submit a payment authorization request to your bank or card issuer to enable future payments but We will not charge You unless You place another Order. You are responsible for providing full and correct payment details to Us and You must inform Us if your payment details change. Your Order may be rejected or delayed if your payment details are incorrect or payment is rejected by your bank or card issuer. If ACN incurs costs as a result of a rejected or delayed payment, including outbound or return shipping charges, You must reimburse ACN for those costs. We may use collection agencies or other legal means to recover amounts that You owe to Us and You will be responsible for payment of all costs incurred by Us to obtain recovery.

6. Delivery of Your Benevita Products

6.1. Information on our delivery area is contained in the [Payment and Delivery Information](#) page of the Website. We will deliver Benevita Products within 30 days of your Order



becoming final to the delivery address provided by You. You have the right to cancel your Order if We fail to deliver Benevita Products within 30 days due to our error, provided You first make a written request to Us following the 30 days requesting delivery and We fail to deliver Benevita Products within a reasonable time following this request. Cancellation is your exclusive remedy for late delivery.

- 6.2.** ACN is not responsible for late or lost deliveries (i) caused by circumstances beyond our control such as adverse weather conditions, mechanical or vehicle failure, industrial action, government restrictions, or theft; (ii) if You have failed to report to Us a late or lost delivery within 30 days from the date we confirm your Benevita Products have been shipped to you; (iii) if You have chosen an untracked shipping method; or (iv) if You provide an incorrect or incomplete delivery address. In the latter event, You will be responsible to reimburse ACN for any return shipping and handling costs.
- 6.3.** You or someone You authorize must be present to take delivery of your Benevita Products. If no one is available to accept delivery or if delivery is refused, the Order will be returned to ACN and You will be assessed a return shipping and handling fee.

7. Withdrawal and Returns

- 7.1. Right to Withdraw.** You have the right to withdraw from this Agreement within 14 days of receipt of your Benevita Products without giving any reason. This is called the “Withdrawal Period”. The Withdrawal Period will expire 14 days after You or someone else You designate takes possession of your Benevita Products.

To exercise your right of withdrawal, You must inform Us of your decision to withdraw in writing before the Withdrawal Period has expired. The easiest way to withdraw is online via the Benevita Website. Access your Customer Account and follow the links for [Manage My Account](#) and [Withdrawal and Returns](#). You will be given instructions for submitting your withdrawal and for returning your Benevita Products. We will acknowledge your withdrawal by return email. You may also contact us by email or post. Our email and postal addresses are found in the [Contact Us](#) page. You may use the Model Withdrawal Form available on the Benevita Website and provided as part of your confirmation email to advise Us of your decision to withdraw but You are not required to do so.

If You withdraw from this Agreement, we will reimburse payments that We have received from You, including VAT and the cost of delivering the Benevita Products to You but excluding the cost for return delivery. We will reimburse You using the same means of payment that You used to pay Us unless agreed otherwise.



You must return your Benevita Products to Us at your own cost in order to receive reimbursement. We will issue your reimbursement within 14 days from the date that We receive the goods back from you or You provide evidence that You have shipped them to Us. If You withdraw from this Agreement before You receive your Benevita Products, You should refuse delivery of the goods.

Benevita Products should be returned to Us using our Return Merchandise Authorisation (“RMA”) process. An RMA will be sent to you by email after You inform Us of your decision to withdraw. If You return your Benevita Products without using an RMA or if You send them to an address other than the one stated on the RMA, You bear the risk if your return is lost or misplaced. Your refund may be denied if We do not receive the Benevita Products back from You.

You must pay the direct costs of returning your Benevita Products to Us. If You use the RMA process, a return shipping charge will be deducted from your refund. You are liable for any diminished value of the Benevita Products resulting from your handling of them. This means that your Benevita Products must be undamaged, unopened, and with all seals and packaging intact in order to receive a refund.

If You have paid national or local taxes or duties (such as import duties) to someone other than ACN, You must seek a refund for those amounts directly from the third party.

You may return all or some of the Benevita Products purchased by You; provided that Benevita Products sold as a set may only be returned together. If You return some, but not all, Benevita Products purchased in a single Order, You will be issued a refund only for the returned Benevita Products and related shipping and VAT.

7.2. Return of Damaged Products. We will replace your Benevita Products free of charge if they are damaged before delivery, provided You contact Customer Service within 14 days of receiving your delivery. We may ask You to return the Benevita Products to Us at our cost in order to verify their condition. Replacement of damaged Benevita Products is your only remedy under this Agreement. You are not entitled to a refund, damages, or other remedies.

7.3. Returns by ACN Independent Business Owners. Returns by ACN Independent Business Owners are subject to additional rights and obligations. Please refer to your ACN Independent Business Owner Agreement for information. The terms of your ACN Independent Business Owner Agreement will prevail in case of any conflict between this Agreement and your ACN Independent Business Owner Agreement.



8. Autoship Program. ACN's Autoship Program is a monthly subscription service and is the best way to ensure a constant supply of Benevita Products. Your use of the Autoship Program is subject to the following additional conditions:

- 8.1.** You must use a recurring payment method, such as a credit or debit card, to enroll in the Autoship Program and You must save your selected payment method in your Customer Account so that We can charge You automatically for subsequent Orders.
- 8.2.** When you place your first Order, you may choose your Order to be processed on the same day or you may choose any day of the next calendar month on which your first and all subsequent Orders will be fulfilled by ACN ("Monthly Order Date"). In this way, your Order will be processed on the same date of each month. For example, if You place your first Order on the 6th January and choose to have it processed on the 15th January, your Monthly Order Day for subsequent Orders will be the 15th of each month. If You do not choose a specific date, your Monthly Order Date will be set for the same date as the date when you placed your first Order. If a Monthly Order Date falls on a weekend or Dutch public holiday, your Monthly Order Date will be the next business day. You will receive a confirmation email for each Order.
- 8.3.** Your selected Monthly Order Date can be, at the earliest, on the day following your first Order and, the latest, 1 calendar month from the date of placing your first Order. If your Monthly Order Date falls on the 29th, 30th or 31st of the month, your Order will be processed on the 1st day of the next month. For example, if your Monthly Order Date falls on 29th February, your Order will be processed on the 1st March.
- 8.4.** You may change your Monthly Order Date in your Customer Account at any time before the selected Monthly Order Date but the change will only be effective as of the next Autoship Order. For example, your selected Monthly Order Date is the 28th and your next Order is due to be processed on 28th March. If you change your Monthly Order Date on the 10th March to the 15th, your March Order will be unaffected and your next Order will be processed on the 15th April. You may change your Monthly Order Date once per Order.
- 8.5.** You may cancel your Autoship Program enrollment up to two (2) business days before a scheduled Monthly Order Date. If You fail to cancel within this time frame, You will be charged for that month's Order. You can confirm your next scheduled Monthly Order Date on your Customer Account.
- 8.6.** Payments for Autoship Program Orders will be charged to your credit card or taken from your bank the same day as your scheduled Monthly Order Date using the payment method saved in your Customer Account. If your payment is rejected or delayed ACN



may, at our discretion, cancel your Order, attempt payment again, or contact You to obtain correct payment details.

9. Collection and Use of Personal Data

We collect, maintain and process personal information, such as your name, address, email address, date of birth, payment details, and information about your computer and browser, in accordance with the Dutch Personal Data Protection Act (“Wet bescherming persoonsgegevens”) and our [Privacy Policy](#). You agree to continually provide us with accurate, current and complete information. You may update your personal information by accessing your Customer Account. Additional information about how We process your personal information and your rights with respect to your personal information is found in our [Privacy Policy](#).

10. Disclaimer of Warranties; Limitation of Liability

- 10.1.** Benevita Products are provided on an “as is” and “as available” basis and your use of Benevita Products is at your sole risk. ACN disclaims all warranties to the extent permitted by law. Our liability for any claims arising out of or in connection with your purchase or use of Benevita Products is limited to a refund for or replacement of the relevant Benevita Product. This remedy is exclusive and in lieu of all other remedies, conditions or other terms, express, implied, statutory, contractually, or otherwise, including without limitation any warranty of merchantability, suitability, fitness for purpose, and non-infringement.
- 10.2.** You agree that ACN, its directors, officers, employees, consultants, Independent Business Owners, and suppliers shall have no liability for any direct, indirect, incidental, special, consequential, or exemplary damages suffered by You as a result of your purchase or use of Benevita Products, whether arising out of or in connection with breach of contract, misrepresentation, negligence, or otherwise.
- 10.3.** If You have a medical condition or are under medical care, You should consult your doctor or healthcare professional before making any significant changes to your diet or lifestyle, including the use of dietary supplements or meal replacement products. You must read and follow all labels, directions and warnings for Benevita Products. You are solely responsible for the appropriate use of Benevita Products. Benevita Products do not cure diseases and are not a substitute for medical treatment or medications. ACN does not provide medical advice, statements, or opinions.
- 10.4.** Individual results of Benevita Products may vary. For additional information, please refer to the Product Information pages for the Benevita Products You have purchased. ACN is not responsible for any statements, claims or information regarding Benevita Products made by any person other than ACN or through authorized ACN marketing materials.

11. Other Things That You Should Know

11.1. Codes of Conduct. ACN is a member of Seldia, the European Direct Selling Association (www.seldia.eu); the Vereniging Directe Verkoop (“VDV”) (www.directeverkoop.nl), the Direct Selling Association of the Netherlands; and the Direct Selling Associations of a number of other European countries. See section 11.2 below for more information. Seldia, the VDV, and the other Direct Selling Associations have established codes of conduct for direct selling companies and direct sellers. ACN and its Independent Business Owners adhere to these codes.

11.2. Disputes. If You dispute a charge or have a concern or complaint about your Benevita Products, contact Customer Service. Contact details are available at <http://benevita.eu/en/contact-us/>. You and ACN agree to attempt to resolve your concerns amicably. If We are unable to reach a resolution, You may be able to file a complaint with your local Direct Selling Association. Please see below for a list of the Direct Selling Associations of which ACN is a member.

Country:	Direct Selling Association:	Website:
Denmark	Direkte Salgs Foreningen (DSF)	www.disafo.dk
Spain	Asociacion de Empresas de Venta Directa (AVD)	www.avd.es
Hungary	Közvetlen Értékesítők Szövetségét (DSA Hungary)	www.dsa.hu
Ireland	The Direct Selling Association of Ireland (DSAI)	www.dsai.ie
Netherlands	Vereniging Directe Verkoop (VDV)	www.directeverkoop.nl
Norway	Direktesalgsforbundet (DF Norge)	www.direktesalgsforbundet.no
Poland	Polskie Stowarzyszenie Sprzedaży Bezpośredniej (PSSB)	www.pssb.pl
Sweden	Direkthandeln's Forening (DF Sverige)	www.direkthandeln.org
United Kingdom	The Direct Selling Association Ltd. (DSA)	www.dsa.org.uk

If You live in a country where ACN is not a member of the local DSA, You may file a complaint with the VDV. Information about filing a complaint with the VDV is available at www.directeverkoop.nl. The VDV will not process your complaint if You have not first attempted to resolve it with ACN.

If You purchased Your product or service online, You may be able to use the Online Dispute Resolution (“ODR”) platform managed by the European Commission to resolve

Your dispute. The ODR platform is available in all EU languages. Information about filing a complaint through the ODR platform is available at <http://ec.europa.eu/odr>.

- 11.3. Jurisdiction and Venue.** This Agreement is governed by the laws of the Netherlands and Dutch law applies regardless of your place of residence. You submit to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands for the resolution of any dispute arising out of this Agreement.
- 11.4. Entire Agreement.** This Agreement contains the entire Agreement between Us and You and supersedes all previous understandings and agreements. Statements and other information provided to You by ACN Independent Business Owners are not binding on ACN. Purchases directly from ACN Independent Business Owners are specifically excluded from this Agreement.
- 11.5. Changes to this Agreement.** We may change this Agreement at any time. Such changes apply to purchases of Benevita Products after the date of the change. We may modify or discontinue Benevita Products at any time and without notice.
- 11.6. Severability.** If any provision of this Agreement is deemed illegal, invalid or unenforceable, the remaining provisions of this Agreement shall not be affected.
- 11.7. Waiver.** The failure of ACN to exercise or enforce any right, power, or remedy under this Agreement shall not operate as a waiver.
- 11.8. Assignment.** This Agreement is personal to You and may not be assigned or transferred by You. ACN may assign this Agreement and its rights and obligations to any person without your consent and without notice to You.
- 11.9. Language.** These Conditions of Sale are drafted in the English language. Translations are for your convenience only. In the event of any inconsistency, the English-language version shall prevail.