



## STANDARD TERMS OF SALE

OF THE PRODUCTS SOLD ON THE [LUXEOL.COM](https://luxéol.com) SITE

Version applicable as of 06/11/2024

### GENERAL INFORMATION CONCERNING THE SELLER

#### Identity

Corporate name: NUTRAVALIA  
Legal form: French *société par actions simplifiée*  
Share capital: EUR 1,222,703.69  
Single registration number: 793 207 952  
Commerce and Companies Registry: Cannes (France)

#### Particulars

Post Office Address: Customer Service  
Espace Park Bâtiment B  
45 allée des Ormes  
06250 Mougins  
France  
Telephone: + 33 (0)4 93 38 45 24  
Fax: + 33 (0)4 93 75 03 90  
Customer Service Email address: [contact@luxéol.com](mailto:contact@luxéol.com)  
Contact form: <https://luxéol.com/contact>

Individual Identification number: FR 80 793 207 952

### DEFINITIONS

<b>Purchase:</b>	means the purchase of one or more Products
<b>STs:</b>	means these standard terms of sale of the Products
<b>CUSTOMER:</b>	means any user who completed the Purchase of one or more Products through the Site
<b>Order:</b>	means the process through which the CUSTOMER selects the Product(s) that the CUSTOMER wishes to purchase
<b>Customer Account:</b>	means the CUSTOMER's personal space on the Site
<b>Electronic Documents:</b>	means the records and backups (including any connection data) made from the Site and the electronic mails exchanged with NUTRAVALIA
<b>NUTRAVALIA:</b>	means the company whose identity and particulars are detailed above
<b>First Order:</b>	means any First Order for each of the Products concerned placed with NUTRAVALIA from the Site by one same person (same surname and given name and same electronic address and/or post office address)
<b>Product:</b>	means any product sold by NUTRAVALIA from the Site
<b>Program:</b>	means the Product's utilization period, as stated on the Site for each Product upon placement of the First Order for the Purchase of each of the Products by the CUSTOMER, with such period starting after the day of delivery to the CUSTOMER of the First Order for the Purchase of each of the Products
<b>Services :</b>	means the services provided by NUTRAVALIA from the Site, notably the capillary diagnosis
<b>Site:</b>	means the online merchant site available at the following URL address: <a href="https://luxéol.com/">https://luxéol.com/</a> , with such site being operated by NUTRAVALIA
<b>Territories:</b>	means the territories identified on the Site, in which the Products are delivered
<b>User:</b>	means any individual visiting the site including the CUSTOMER

## IMPORTANT REMARKS

---

### General

**THE USER MUST BE AN INDIVIDUAL OF LEGAL AGE HAVING THE LEGAL CAPACITY TO MAKE A PURCHASE. IN DEFAULT, THE USER MUST BE AUTHORISED BY HIS OR HER LEGAL REPRESENTATIVE TO MAKE A PURCHASE, WITH THIS CLAUSE BEING EXPRESSLY ACKNOWLEDGED AND ACCEPTED BY THE USER.**

**PRIOR TO ANY PURCHASE OF PRODUCTS, THE CUSTOMER MUST HAVE REVIEWED THE INSTRUCTIONS FOR USE AND PRECAUTIONS REGARDING USE RELATED TO EACH PRODUCT.**

**THE PRODUCTS ARE TO BE USED IN THE CONTEXT OF A HEALTHY LIFESTYLE. THE PRODUCTS ARE NOT INTENDED TO REPLACE REGULAR EXERCISE AND ARE NOT TO BE USED AS SUBSTITUTES FOR A DIVERSIFIED AND BALANCED DIET.**

**PRIOR TO ANY PURCHASE OF PRODUCTS, IT IS RECOMMENDED, IN PARTICULAR FOR PREGNANT AND BREASTFEEDING WOMEN, FOR PERSONS UNDERGOING A MEDICAL TREATMENT OR SUFFERING FROM SPECIFIC PATHOLOGIES (KIDNEY, HEART, DIABETES, ETC.), FOR PERSONS WHO ARE NOT FAMILIAR WITH FOOD SUPPLEMENTS OR WITH ANY OTHER PRODUCT MARKETED ON THE SITE, FOR PERSONS WITH ALLERGIES, FOR PERSONS WITH FOOD INTOLERANCES (GLUTEN, LACTOSE, ETC.) OR FOR PERSONS WHO HAVE DOUBTS CONCERNING THEIR HEALTH CONDITION, TO CONSULT BEFOREHAND A HEALTH PROFESSIONAL OR TO VISIT A SPECIALISED POINT OF SALE (PHARMACY/PARAPHARMACY).**

**NUTRAVALIA DOES NOT ASSUME ANY OBLIGATION TO ACHIEVE ANY SPECIFIC RESULT IN RELATION TO THE PRODUCTS OR SERVICES. THE USER TESTIMONIALS PROVIDED IN THE SITE'S "OPINIONS" SECTION, AS WELL AS ANY "BEFORE" AND "AFTER" PHOTOGRAPHS SHOWN ON THE SITE ARE ACCOUNTS BASED ON PERSONAL EXPERIENCE. SUCH OPINIONS AND PHOTOGRAPHS ARE THUS NOT TO BE CONSTRUED BY CUSTOMERS AS ANY GUARANTEE OF ATTAINING THE SAME RESULTS. THE INDIVIDUAL RESULTS ACHIEVED BY CUSTOMERS MAY THUS BE DIFFERENT FROM THESE OPINIONS AND PHOTOGRAPHS.**

## 1 PURPOSE AND SCOPE

### 1.1 Purpose

These STSs set out the terms under which (i) the CUSTOMER may place Orders, (ii) NUTRAVALIA supplies the Products and Services to the CUSTOMER, and (iii) relationships between NUTRAVALIA and the Users are managed.

### 1.2 Scope

The STSs apply to any Order placed through the Site.

NUTRAVALIA's failure to rely at any time on any of the terms of these STSs shall not be construed as a waiver of the right to rely at any later date on any of the said terms.

### 1.3 Acceptance

The STSs are accepted by the CUSTOMER upon placement of the Order by ticking the box provided to that end. The STSs constitute an agreement between NUTRAVALIA and the CUSTOMER.

The CUSTOMER represents and warrants that he or she has the legal capacity required to contract. In default, the CUSTOMER undertakes to be authorized to place an Order by his or her legal representative.

The STSs may be amended at any time by NUTRAVALIA. The applicable STSs are the STSs in force upon recording of the Order placed by the CUSTOMER.

The CUSTOMER may at any time peruse or reproduce these STSs, store them on his or her computer or on any other medium, have them sent by email or print them on hard copy in order to retain them. The CUSTOMER may also have at any time a copy of the STSs sent free of charge by post to his or her address upon sending a letter requesting such sending to NUTRAVALIA's head office, whose address is first above written.

### 1.4 Territories

The Site can be accessed from any location worldwide. Because of differences between the laws applicable to the marketing of the Products depending on the countries concerned, several versions of the Site are available, and the Products ordered on the Site can be delivered only in the following Territories:

- Metropolitan France, Corsica, French overseas Departments and Collectivities (DROM-COM);

- Principality of Monaco, Switzerland, Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain (including Balearic Islands), Estonia, Finland, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Holland, Poland, Portugal, Czech Republic, Romania, Slovakia, Slovenia, Sweden and Canada.

To the greatest extent possible, NUTRAVALIA endeavours to geolocate the CUSTOMER from the CUSTOMER's IP address and offers CUSTOMER the opportunity of visiting the Site corresponding to the territory in which he or she is located, in particular for the purposes of delivering Products conforming with the laws applicable at the place of delivery of the Products.

As NUTRAVALIA does not engage in any geo-filtering, the CUSTOMER is free to access the version of the Site that he or she may choose.

In the event that the Site and the Products and Services listed or offered on the Site or the manner in which the Products are offered breach, in whole or in part, one or more provisions of the laws applicable in the country where the Products are to be delivered, the CUSTOMER who chooses to access the Site from the version of the Site intended for another Territory, accesses such version on his or her own initiative and at his or her own risk, and NUTRAVALIA shall not be held liable for any breach of any legal provision applicable in the country where the Products are to be delivered.

## **1.5 Agreement on evidence**

Unless otherwise stated in any term of the STSs, exchanges between NUTRAVALIA and the CUSTOMER may take place in writing by any means, and in particular by email at the address indicated by the CUSTOMER upon placement of the Order or in any other document.

The CUSTOMER acknowledges that the Electronic Documents, as well as any true reproductions thereof on microfiches or optical or magnetic disks retained by NUTRAVALIA, shall be deemed valid evidence between the CUSTOMER and NUTRAVALIA. Thus, the Electronic Documents (including the date and time thereof) shall be deemed conclusive evidence, until proof of the contrary has been adduced, between the CUSTOMER and NUTRAVALIA in the event of any claim or dispute.

## **2 DESCRIPTION OF THE PRODUCTS**

### **2.1 Recommendations – Terms of Access to the Products and Services**

#### *2.1.1 Terms of access to the Products and Services*

Prior to any Purchase of Products or utilization of Services, the User shall have reviewed the instructions for use and precautions for use related to the relevant Products or Services.

The CUSTOMER agrees to fill in, in good faith, all entry fields contained on the form to be used for ordering the Products.

The CUSTOMER represents that he or she is fully informed that only those fields that are followed by an asterisk are mandatory and are a prerequisite for the CUSTOMER's right to purchase any Products.

NUTRAVALIA reserves the right to reject any request for the Purchase of Products made by any CUSTOMER who does not agree to comply with the STSs, or who does not fill in any mandatory fields fully and in good faith, or who does not supply all documents that may be requested where applicable.

The CUSTOMER alone shall be liable for the accuracy, quality, legality, updating and reliability of all data disclosed upon placement of any Order, and NUTRAVALIA shall not incur any liability in this respect.

#### *2.1.2 Recommendations concerning the Products and Services*

The Products or Services are to be used in the context of a healthy lifestyle. The Products are not intended to replace regular exercise.

The CUSTOMER is fully informed that the Products are not to be used as substitutes for a diversified and balanced diet.

Prior to any Purchase of Products, it is recommended, in particular for pregnant and breastfeeding women, for persons undergoing a medical treatment or suffering from specific pathologies (kidney, heart, diabetes, etc.), for persons who are not familiar with food supplements, for persons with allergies, for persons with food intolerances (gluten, lactose, etc.) or for persons who have any doubts regarding their health condition, to consult beforehand a health professional or to visit a specialized point of sale (pharmacy/parapharmacy).

NUTRAVALIA does not assume any obligation to achieve any specific result in relation to the Products or Services. The User testimonials provided in the Site's "Opinions" section, as well as any "before" and "after" photographs shown on the Site, are accounts based on personal experience. Such opinions are thus not to be construed by the User as any guarantee of attainment of the same results. The individual results experienced by the CUSTOMER may thus be different from these opinions and photographs.

### **2.2 The Products**

The Products are the products made available for sale by NUTRAVALIA on the Site.

The essential characteristics and prices of the Products are stated on the pages containing a detailed description of the Products available for sale on the Site.

The terms governing the Purchase of the Products are detailed in Article 3 of the STSs.

### **2.3 The Service of « capillary diagnosis »**

The User may benefit from a free service called « capillary diagnosis », without mandatory registration.

This service provides the User with a « capillary diagnosis » after answering questions from the Site.

The capillary diagnosis allows to offer the User a selection of Products tailored to its needs regarding its answers. The capillary diagnosis shall not be considered as a capillary advise service provided directly from NUTRAVALIA. The Site provides only data derived from the User's answers given through the diagnosis so as to obtain for each User, a personalized profile for offering a tailor-made solution of Products, from an exclusive capillary point of view.

## **3 PROCESS FOR THE PURCHASE OF THE PRODUCTS**

### **3.1 Purchase of the Products**

Any Purchase of a Product by a CUSTOMER shall be made solely online from the Site. After one or more Products have been selected, the CUSTOMER shall access in his or her basket a recapitulative list of his or her Order with an indication of the price to be paid, and the CUSTOMER shall be asked to fill in the required information in each field. The means of payment accepted by NUTRAVALIA are indicated on the Site at the beginning of the ordering process.

The CUSTOMER must state his or her acceptance of the STSs by ticking the box provided to that end. The CUSTOMER may immediately access the STSs beforehand by clicking on the link provided to that end on the line to be ticked.

After the operations described in the above paragraph have been completed, the CUSTOMER can process the Order for the Product(s) by clicking to that end on the dedicated button. The CUSTOMER is informed that the validation of the Order shall create an obligation to purchase the Product(s) and to pay the price of the Order. The CUSTOMER shall therefore be asked to settle the price of the Order by using one of the means of payment proposed by NUTRAVALIA as stated in the Article 7 below.

The date of the Order shall be deemed to correspond to the date of receipt of the payment by NUTRAVALIA.

After the payment has been made, the CUSTOMER shall receive at the email address communicated by the CUSTOMER an email confirming the CUSTOMER's Order and summarizing the entire Order. After the Order confirmation is received by the CUSTOMER, the sale shall be deemed perfected. The sale shall be deemed concluded at the address of NUTRAVALIA's registered office. No right arising under the Order may be assigned to a third party by the CUSTOMER.

The CUSTOMER shall be informed by any means of any unavailability of an ordered Product. The CUSTOMER may at any time inform NUTRAVALIA's Customer Service (by email address or telephone number) either of his or her request for the rescission of the Order and for the related reimbursement that shall be made within no more than fourteen (14) days or of the CUSTOMER's agreement to wait for NUTRAVALIA's restocking and to maintain the Order that shall be shipped as soon as practicable. In this second case, the CUSTOMER may seek the reimbursement of the Order at any time so long as the CUSTOMER has not received any confirmation of the shipment of the Order by NUTRAVALIA.

## 3.2 Shipping and delivery of the Products

Deliveries of Products are made only in the Territories, except for certain delivery restrictions regarding certain Products, as specified on the pages of the Site that are dedicated to the ordering process.

The Products shall be shipped within **no more than** three (3) business days from confirmation of the Order by NUTRAVALIA by telephone or by email sent to the CUSTOMER. The Products shall be shipped to the post office address indicated by the CUSTOMER upon placement of the Order and, as regards any Products remaining to be shipped, to any other delivery address specified by the CUSTOMER through the Customer Account.

The maximum lead time specified above is conditional on communication by the CUSTOMER of a valid post office address, email address and telephone number.

After the Products have been shipped, the average delivery lead time shall vary depending on the destination between one (1) and six (6) business days for Continental France (except as regards Corsica and any remote areas) and between one (1) and fifteen (15) business days for French Overseas Departments, Regions and Communities and for any other Territories. Such average delivery lead times are provided by NUTRAVALIA as indications only, as NUTRAVALIA calls upon external service providers responsible for routing the Products. In any event, NUTRAVALIA shall deliver the Products no later than thirty (30) days from confirmation of the Order.

If any parcel is returned to the sender because the delivery is impossible, then a resending fee shall be charged to the CUSTOMER as a consideration for the further dispatch of the parcel.

Depending on the case and Territory concerned, the CUSTOMER may choose a different delivery mode, it being specified that, in certain cases, a shipping fee shall be charged to the CUSTOMER; the amount of such fee shall be communicated to the CUSTOMER prior to payment of the Order.

The information related to the delivery methods and to the average delivery lead times depending on the Territory concerned by the delivery are detailed in the “Frequently Asked Questions” section of the Site.

NUTRAVALIA shall decide whether or not to propose such delivery methods depending on their feasibility on the territory concerned by the delivery.

In the event that the Products cannot be delivered (otherwise than because of a case of force majeure) by the date (or at the end of the period) communicated by NUTRAVALIA to the CUSTOMER or, in default, at the latest thirty (30) days from confirmation of the Order, the CUSTOMER may rescind the contract in writing, by registered letter with acknowledgement of receipt or by email sent to the NUTRAVALIA’s Customer Service, if, after the CUSTOMER has demanded, according to the same procedure, that NUTRAVALIA makes the delivery within a reasonably acceptable period, NUTRAVALIA has not complied with its obligations within such period.

The contract shall be deemed rescinded upon receipt by NUTRAVALIA of the letter or email informing NUTRAVALIA of such rescission, unless NUTRAVALIA has complied with its obligations in the meantime.

Where the contract is rescinded pursuant to the above provisions, NUTRAVALIA shall reimburse to the CUSTOMER all amounts paid by the CUSTOMER no later than fourteen (14) days from rescission of the contract.

Any risk of loss or deterioration of the Products shall be transferred to the CUSTOMER when the CUSTOMER or any third party appointed by the CUSTOMER, other than the carrier recommended by NUTRAVALIA, takes physical possession of the Products.

**In case of late delivery as compared with the initially scheduled date, the CUSTOMER shall inform NUTRAVALIA’s Customer Service as soon as practicable by email or by telephone** so as to enable NUTRAVALIA to carry out investigations with the carrier and to improve the quality of the delivery service. An investigation carried out with a carrier may last up to twenty-one (21) business days. If, during such period, the Product is recovered, then the Product shall be immediately re-routed to the place of delivery indicated in the purchase order, provided that such re-routing shall not last more than thirty (30) days from the initially scheduled delivery date. If the Product is not recovered, then the contract shall be rescinded and the amount of the purchase shall be reimbursed to the CUSTOMER.

## 4. CUSTOMER ACCOUNT

### 4.1. Creation of the Customer Account

Upon placement of a First Order by a CUSTOMER, the CUSTOMER may create a Customer Account. Should the CUSTOMER choose to create a Customer Account, the information provided by the CUSTOMER on the order form shall be automatically integrated into the CUSTOMER’s Customer Account. A confirmation of the creation of the Customer Account shall be sent by email to the CUSTOMER, along with the Customer Account’s connection parameters, i.e. the email address and a provisional password selected at random.

The CUSTOMER is not obliged to create a Customer Account in order to place an Order. The CUSTOMER may at any time decide to create his or her Customer Account. However, the information related to the Order shall be automatically added to the Customer Account’s history.

The Customer Account shall enable the CUSTOMER to retrieve his or her personal information without having to re-enter such personal information. The CUSTOMER may also, if necessary, modify his or her personal information.

The Customer Account shall also enable the CUSTOMER to access his or her personal space, from which the CUSTOMER can:

- review the status of his or her pending Order;
- review the history of his or her Orders in progress and/or placed Orders as well as any related invoices;
- review and modify his or her delivery address;
- modify his or her password.

The CUSTOMER can access his or her Customer Account by activating the connection parameters (email address and password sent by NUTRAVALIA). The CUSTOMER shall be responsible for checking the validity of the email address communicated on the Order form, as such email address is login information pertaining to the Customer Account. Should the email address be erroneous, the CUSTOMER may be unable to access his or her Customer Account, and NUTRAVALIA shall not be held liable for such inability.

Upon the CUSTOMER's first connection to the Customer Account, the CUSTOMER shall be asked to enter a personal password.

The CUSTOMER must protect the confidentiality of his or her connection parameters. The CUSTOMER shall be responsible for any use of the said parameters, whether or not such use has been expressly or actually authorized by the CUSTOMER. The CUSTOMER agrees not to assign, lend or transfer his or her connection parameters to any third party and further agrees not to enable any third party to connect to his or her Customer Account.

The CUSTOMER further agrees to:

- **immediately inform** NUTRAVALIA upon becoming aware of any unfair use of his or her connection parameters or Customer Account, or in the event of any other security breach;
- make sure to disconnect his or her Customer Account at the end of each user session by using the "disconnection" link provided to that end.

In the event that a CUSTOMER has no Customer Account, then such CUSTOMER may create a Customer Account through the "Customer Account" tab located on the upper right of the Order form, and then via the "forgotten password" hypertext link provided to that end. Thus, the CUSTOMER shall be asked to fill in his or her email address, and a password shall be sent directly to the said address. The email shall contain a hypertext link enabling the CUSTOMER to modify his or her password, it being specified that such modification is mandatory.

#### 4.2. Deletion of the Customer Account

The CUSTOMER may at any time delete his or her Customer Account by sending an email to NUTRAVALIA's Customer Service.

If the CUSTOMER fails to comply with his or her obligations under these STSs, and in particular in case of incidents related to the payment of the price of an Order or the delivery by the CUSTOMER of erroneous information or actions capable of harming NUTRAVALIA's interests, NUTRAVALIA reserves the right, after seeking explanations by email, to suspend the Customer Account while waiting for the supply of the relevant explanations, and/or NUTRAVALIA may delete the Customer Account, without any indemnity or right to any reimbursement, within fifteen (15) days from sending a formal demand by email, without prejudice to NUTRAVALIA's right to seek damages in order to make whole its loss.

NUTRAVALIA also reserves the right to refuse to contract with the CUSTOMER whose Customer Account has been deleted on account of such conduct.

## 5. WITHDRAWAL RIGHT

In case of purchase of one or more Products, the CUSTOMER has a withdrawal right under Articles L. 221-18 to L. 221-28 of the French Consumer Code and its implementing regulations. **However, the CUSTOMER is informed that, under Article L. 221-28 of the French Consumer Code, no withdrawal right may be exercised in respect of tagged or sealed Products that have been unsealed or opened by the CUSTOMER after delivery and that cannot be returned for reasons related to hygiene or health protection.**

The CUSTOMER may withdraw from the contract for the Purchase of Products without giving any reason, within fourteen (14) days. The withdrawal period shall expire fourteen days after the date on which the CUSTOMER or any third party appointed by the CUSTOMER other than the carrier shall physically take possession of the Product(s). In the event that the Products that have been ordered jointly are delivered separately, the withdrawal period shall expire fourteen (14) days after the date on which the CUSTOMER, or any third party appointed by the CUSTOMER other than the carrier, shall physically take possession of the last Product.

In order to exercise the withdrawal right, the CUSTOMER must give NUTRAVALIA notice, by means of an unambiguous statement sent by registered letter with acknowledgement of receipt or by email to the NUTRAVALIA's Customer Service, of his or her decision to withdraw from the contract for the Purchase of Product(s). The CUSTOMER may use the specimen of withdrawal notice, although such use is not mandatory. The CUSTOMER may also forward such unambiguous statement by using the contact form available on the Site.

Should the CUSTOMER use such latter option, NUTRAVALIA shall send forthwith to the CUSTOMER an acknowledgement of receipt of the withdrawal on a lasting medium (e.g. by email). To that end, the CUSTOMER may use the specimen withdrawal form suggested below, although such use is not mandatory.

The contents of the withdrawal notice might be as follows: *“To NUTRAVALIA – Espace Park Bâtiment B – 45, allée des Ormes – 06250 Mougins or [contact@luxeoil.com](mailto:contact@luxeoil.com): I hereby give you notice of my withdrawal from the contract for the purchase of the [please complete] Product, ordered on [please complete] on the following website <https://luxeoil.com/>, received on [please complete], in the name of [please complete], at the following address [please complete]. Signature and date”.*

For the withdrawal lead time to be complied with, it suffices that the CUSTOMER transmits his or her withdrawal right exercise notice prior to the end of the above withdrawal period. Should the CUSTOMER exercise his or her withdrawal right, NUTRAVALIA shall send forthwith to the CUSTOMER a notice acknowledging receipt of such withdrawal (e.g. by email). If any of the above periods ends on a Saturday, Sunday, legal holiday or non-worked day, then such end date shall be postponed until the first following business day. After the end of such withdrawal period, no withdrawal notice shall be processed by NUTRAVALIA.

Effects of the withdrawal

If the CUSTOMER withdraws from any contract for the Purchase of Product(s), then NUTRAVALIA shall reimburse to the CUSTOMER all payments received from the CUSTOMER upon placement of the Order, including any delivery expenses (except for any additional expenses resulting from the fact that the CUSTOMER selected, where applicable, a delivery method other than the least costly standard method proposed by NUTRAVALIA), without undue delay and in any event, no later than fourteen (14) days from the date on which NUTRAVALIA is informed of the CUSTOMER’s decision to withdraw from the contract for the Purchase of Product(s). NUTRAVALIA shall make such reimbursement by using the same means of payment as that used by the CUSTOMER when placing the initial Order, unless the CUSTOMER expressly chooses another payment method; in any event, the reimbursement shall not occasion any expense for the CUSTOMER. NUTRAVALIA may postpone the reimbursement until NUTRAVALIA has received the Products or until the CUSTOMER has provided evidence of the shipment of the Products, whichever is earlier.

The CUSTOMER must return the Product(s) to NUTRAVALIA to the geographic address of NUTRAVALIA’s Customer Service, without undue delay and in any event no later than fourteen (14) days from the date on which the CUSTOMER has given NUTRAVALIA notice of his or her decision to withdraw from the contract for the Purchase of Product(s). Such time limit shall be deemed complied with if the CUSTOMER returns the Product(s) before the end of the period of fourteen (14) days referred to above. The CUSTOMER shall be responsible for any direct costs associated with the re-shipping of the Products.

The CUSTOMER shall be held liable only for the impairment of the Product(s) resulting from any handling other than the handling required to ascertain the nature, characteristics and proper functioning of the Product(s).

## **6. “SATISFIED OR REIMBURSED” COMMERCIAL WARRANTY EXTENDED IN RESPECT OF THE FIRST PURCHASE OF PRODUCTS**

NUTRAVALIA offers the CUSTOMER a “Satisfied or Reimbursed” commercial warranty, and agrees to reimburse, in accordance with the terms set out in this Article 6 of the STSs, the whole amount of the price of the Products purchased by the CUSTOMER upon his or her First Order for any of the Products in the event that the CUSTOMER is not satisfied.

The CUSTOMER may exercise the “Satisfied or Reimbursed” commercial warranty for each First Order of any of the Products subject to compliance with the following conditions:

- the CUSTOMER has used the Products during the whole of the Program;
- the CUSTOMER has followed the instructions for use included in the data sheets of the Products;
- the CUSTOMER has used the Products as part of a healthy lifestyle; and
- the CUSTOMER has not used the Products as a substitute for a diversified and balanced diet.

If the CUSTOMER has complied with the above conditions, then the CUSTOMER must exercise the “Satisfied or Reimbursed” commercial warranty within ten (10) days from the last day of the period covered by the Program. After the end of such period, the “Satisfied or Reimbursed” commercial warranty may no longer be exercised.

In order to exercise the “Satisfied or Reimbursed” commercial warranty, the CUSTOMER must, within the period specified in the above paragraph:

- give NUTRAVALIA notice, by registered letter with acknowledgement of receipt sent to the geographic address of NUTRAVALIA’s Customer Service, of his or her intention to exercise the “Satisfied or Reimbursed” commercial warranty;
- indicate in such request his or her surname, given name, as well as the post office address and email address used upon placement of the Order, so that any and all necessary investigations can be carried out in order to prove (i) that the CUSTOMER is entitled



to exercise the “Satisfied or Reimbursed” commercial warranty; and (ii) the lack of effectiveness of the Products covered by the First Order;

- send, along with such request (i) all empty boxes of Products corresponding to the First Order placed by the CUSTOMER; and (ii) the invoice received by email by the CUSTOMER after making the Purchase.

Any expenses related to the sending of the request for the exercise of the “Satisfied or Reimbursed” commercial warranty shall be borne by the CUSTOMER.

After the request for the exercise of the “Satisfied or Reimbursed” commercial warranty shall have been validated by NUTRAVALIA, NUTRAVALIA shall refund to the CUSTOMER all payments received from the CUSTOMER upon placement of the Order (including any delivery expenses, where applicable) in respect of the Products concerned, without undue delay and in any event no later than fourteen (14) days from the date on which NUTRAVALIA shall have validated the request for the exercise of the commercial warranty. NUTRAVALIA shall make such reimbursement by using the same means of payment used by the CUSTOMER in respect of the initial Order, unless the CUSTOMER expressly agrees to use another means of payment. NUTRAVALIA may postpone the reimbursement until NUTRAVALIA has received the empty boxes of the Product(s) or until the CUSTOMER has proved the shipment of the empty boxes of Product(s), whichever is earlier.

Regardless of the commercial warranty, NUTRAVALIA shall remain bound by the statutory conformance warranty under Articles L. 217-1 to L. 217-32 of the French Consumer Code and by the statutory warranty regarding hidden defects affecting the object sold under Articles 1641 to 1649 of the French Civil Code.

## **7. PRICE AND PAYMENT TERMS**

### **7.1. Prices of the Products**

The prices of the Products, which are firm and are not subject to review, are displayed on the Site upon placement of the Order by the CUSTOMER.

The prices of the Products are stated in euro in an amount inclusive of VAT. Such amounts include the value added tax at the applicable rate and any discounts applicable upon placement of the Order. Depending on the delivery address indicated in respect of the Products, various value added tax rates may apply, with such rates having no impact on the prices displayed on the Site.

The prices of the Products do not include, where applicable, any delivery expenses.

If one or more taxes or levies were to be created or modified upwards or downwards, then such change may be passed on to the sale price of the Products shown on the Site. However, no price may be modified after the CUSTOMER’s Order has been validated.

### **7.2. Payment terms**

Purchases of Products shall be settled online on the Site:

- by using any bank card held by the CUSTOMER being part of the payment system agreed by NUTRAVALIA and its service provider STRIPE; or
- through a PayPal account held where applicable by the CUSTOMER, it being specified that it is possible for the CUSTOMER to create such a PayPal account.

The CUSTOMER warrants to NUTRAVALIA that he or she is fully authorized to use the bank card serving for the payment of the Order.

As a departure from Article 1342-6 of the French Civil Code, payments are to be made at the creditor’s address (registered office of NUTRAVALIA).

To that end, by validating the information requested on the Site in respect of the payment, the CUSTOMER authorizes NUTRAVALIA to debit the CUSTOMER’s account in the amount indicated in the statement recapitulating the Order.

The invoices corresponding to each Order are available by using the link sent to the CUSTOMER in the email confirming the Order; invoices can be downloaded from the said link. The CUSTOMER can also access his or her invoices on the Customer Account. The CUSTOMER may also ask NUTRAVALIA to send a duplicate copy of his or her invoices by email to the CUSTOMER, by sending the relevant request to NUTRAVALIA’s Customer Service by email.

In addition, a payment ticket shall be sent by email after any Order has been paid by bank card or by PayPal on the Site.

NUTRAVALIA reserves the right to refuse to serve any Order placed by any CUSTOMER who has not settled all or part of any previous Order or with whom any dispute is pending in relation to any payment default.



### 7.3. Payment security

Any items of information exchanged between NUTRAVALIA and the CUSTOMER in order to process any Order shall be encrypted by using the SSL (Secure Socket Layer) protocol.

The financial data provided by the CUSTOMER in order to process the payment related to any Order shall not flow through NUTRAVALIA's IT system, but shall be directly entered by the CUSTOMER on a STRIPE or PAYPAL payment form.

NUTRAVALIA's payment service providers (STRIPE and PAYPAL) comply with the payment system security standards (PCI DSS) verified by a qualified independent security assessor (PCI Qualified Security Assessor QSA) and are certified as level-1 PCI service suppliers.

## 8. WARRANTY

### 8.1. Uncertainty factors

The CUSTOMER acknowledges that NUTRAVALIA does not assume any obligation to achieve any specific result regarding the effects of the Products for the CUSTOMER.

The Products are to be used in the context of a healthy lifestyle and are not intended to replace regular exercise. The Products are not to be used as substitutes for a diversified and balanced diet.

The User testimonials provided in the Site's "Opinions" section, as well as any "before" and "after" photographs shown on the Site, are accounts based on personal experience. Such opinions and photographs are thus not to be construed by the CUSTOMER as any guarantee of attainment of the same results. The individual results experienced by the CUSTOMER may thus vary from these opinions and photographs.

### 8.2. Statutory conformance warranty

The CUSTOMER shall benefit from the statutory conformance warranty referred to in Articles L.217-1 to L.217-32 of the French Consumer Code.

Under such statutory conformance warranty, NUTRAVALIA agrees to deliver a Product conforming with the contract and to address any non-conformance existing upon delivery.

The CUSTOMER may, within two (2) years from delivery of the Product, enforce the statutory conformance warranty if any non-conformance is identified. During such period, the CUSTOMER must only prove the existence of the non-conformance, and not the date on which the non-conformance was identified.

The statutory conformance warranty gives the CUSTOMER a right to have the Product repaired or replaced within thirty (30) days from the CUSTOMER's request, at no cost and without any major inconvenience to the CUSTOMER.

If the Product is repaired under the statutory conformance warranty, then the CUSTOMER shall be granted a six-month extension in respect of the initial warranty.

If the CUSTOMER asks that the Product be repaired, but NUTRAVALIA imposes the Product's replacement, then the statutory conformance warranty shall be renewed for a period of two years from the date on which the Product has been replaced.

The CUSTOMER may obtain a reduction of his or her purchase price by retaining the Product, or the CUSTOMER may terminate the contract by obtaining a full reimbursement against the restitution of the Product, if:

- The professional refuses to repair or replace the Product;
- The repair or the replacement of the Product takes place after the lapsing of a period of thirty days;
- The repair or replacement of the Product occasions a major inconvenience for the CUSTOMER, in particular when the CUSTOMER bears definitively the costs of return or removal of the non-conforming Product, or when the CUSTOMER bears the costs of installation of the repaired or replaced Product;
- The non-conformity of the Product persists, despite NUTRAVALIA's unsuccessful attempt to bring it into conformance.

The CUSTOMER is also entitled to a reduction of the price of the Product, or the CUSTOMER may terminate this contract if the non-conformance is so serious that it warrants an immediate price reduction or the rescission of the contract. In such case, the CUSTOMER is not required to seek beforehand the repair or replacement of the Product.

The CUSTOMER is not entitled to the rescission of the sale if the defect is minor. '

Any period during which the Product is unavailable in view of its repair or replacement shall suspend the residual warranty until delivery of the reconditioned Product.

The above rights stem from Articles L. 217-1 to L. 217-32 of the French Consumer Code.

Any seller preventing in bad faith the implementation of the statutory conformance warranty shall incur a civil fine in a maximum amount of EUR 300,000, which may be increased to 10% of the annual average turnover (of the French Consumer Code).

The statutory conformance warranty shall not deprive the CUSTOMER of the right to exercise the hidden defects action under Articles 1641 to 1649 of the French Civil Code or any other action in contract or in tort available to the CUSTOMER under provisions of law.

### **8.3. Statutory warranty against hidden defects**

The CUSTOMER is also protected by the statutory warranty against hidden defects under Articles 1641 to 1649 of the French Civil Code, for a period of two years from discovery of the defect. Such warranty gives rise to a reduction of the price if the Product is retained or a right to full reimbursement against restitution of the Product.

The CUSTOMER may exercise this warranty by sending a request to NUTRAVALIA's Customer Service.

### **8.4. Commercial warranty**

In relation to the Products, the CUSTOMER may rely on the "Satisfied or reimbursed" commercial warranty under Article 6 above of these STSs.

### **8.5. Proper performance**

NUTRAVALIA is responsible for the "proper performance" of the sale under Article L. 221-15 of the French Consumer Code.

## **9. INTELLECTUAL PROPERTY**

NUTRAVALIA holds and retains a title to all of the intellectual property rights, know-how and methods covering the Products and Services offered to the CUSTOMER, i.e. notably any copyrights and patents associated with the software or integrated into the software, and any and all rights in and to the Products' designs (designs and models) or the names under which the Products are marketed (trademarks).

No provision of the STSs shall be construed as any assignment or licence of any of the above rights to the CUSTOMER. The CUSTOMER is only granted the right to use the offered Products and Services for his or her own account. In any event, the CUSTOMER shall hold NUTRAVALIA free and harmless against any violation of the above rights attributable to the CUSTOMER's actions.

## **10. FORCE MAJEURE**

### **10.1. Principle and definition**

Neither the CUSTOMER nor NUTRAVALIA shall be held liable vis-à-vis the other Party if the performance of any obligation is made impossible by any event of force majeure within the meaning of Article 1218 of the French Civil Code.

It is expressly agreed that the CUSTOMER and NUTRAVALIA shall also consider that an event of force majeure has occurred, and that the Party that is unable to perform his, her or its obligations shall not have to prove that the event has the characteristics defined in Article 1218 of the French Civil Code, in case of any blockage of communications, including any telecommunication networks, any total or partial strike, lock-out, civil commotion, insurrection, civil or foreign war, nuclear risk, embargo, confiscation, seizure or destruction by any Government authority, inclement weather, epidemic, blockage of means of transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage, Governmental or legal restrictions, legal or regulatory changes to the marketing modes, any consequence of a technological change, not foreseeable by NUTRAVALIA and calling into question the norms and standards of the industry, any declaration of a state of emergency, under Act No. 55-385 of 3 April 1955 on the state of emergency and sanitary emergency, under Article L. 3131-12 of the French Public Health Code, and its implementing measures, on all or part of the Territories.

### **10.2. Implementation**

In case of occurrence of any event of force majeure, the obligation of the party prevented from performing an obligation because of such event shall be suspended. If the event of force majeure persists for more than one (1) month, then the purchase contract may be rescinded by either Party by registered letter with acknowledgement of receipt or by email (notices given to NUTRAVALIA shall be sent to NUTRAVALIA's Customer Service, and notices given to the CUSTOMER shall be sent to the address indicated upon placement of the Order).

## 11. COMPLAINT

Any complaint asserted by the CUSTOMER in relation to the Products shall be sent to NUTRAVALIA's Customer Service by post, by email, by telephone or by using the contact form.

A response shall be given to the complaint within thirty (30) business days by email or by post.

If, at the end of the said period, the CUSTOMER has not been given a satisfactory response, then the CUSTOMER may make a second request by way of written notice given by registered letter with acknowledgement of receipt to the geographic address of NUTRAVALIA's Customer Service. The CUSTOMER's request shall be processed within a period not exceeding one (1) month from receipt of the notice.

In any correspondence sent to NUTRAVALIA, whether by post or by email, the CUSTOMER agrees to indicate his or her surname and given name, home address, email address and the subject matter of the request, by attaching where applicable a copy of any document related to the request, and the CUSTOMER's identification number in order to allow for the CUSTOMER's identification and for the processing of the CUSTOMER's request. No incomplete request shall be processed by NUTRAVALIA.

## 12. MEDIATION

### 12.1. Consumer mediator

Under Article L. 612-1 of the French Consumer Code "*Any consumer may call free of charge on a consumer mediator in order to obtain the amicable resolution of any dispute with a professional*". This provision governs contractual disputes, arising in connection with the performance of a sale contract between a consumer and a professional.

In case of difficulty, NUTRAVALIA asks the CUSTOMER to contact beforehand NUTRAVALIA's after-sales department. In the event that the CUSTOMER's issue is not resolved, the CUSTOMER may call on a mediator within one (1) year after the CUSTOMER's request has been received by the after-sales department, with a view to an extra-judicial settlement of the dispute. To that end, the CUSTOMER may refer the matter to the CMAP either by filling in the form available on the CMAP website ([www.mediateur-conso.cmap.fr](http://www.mediateur-conso.cmap.fr)), or by sending an email to the following address: [consommation@cmap.fr](mailto:consommation@cmap.fr), or by sending a letter by post to CMAP – Service Médiation de la Consommation – 39 avenue Franklin Roosevelt – 75008 Paris.

### 12.2. European platform for the online settlement of disputes (RLL)

Under Article 14 of EU Regulation No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online resolution for consumer disputes and Article L. 616-2 of the French Consumer Code, the CUSTOMER is informed of the existence of a European platform for the online settlement of disputes and of the possibility of using such platform. The electronic link to the platform is as follows: <https://ec.europa.eu/consumers/odr>.

## 13. PROTECTION OF PERSONAL DATA

Under the French "Computing and Civil Liberties" Act of 6 January 1978, as amended by the personal data protection act of 20 June 2018 and by European Regulation No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), NUTRAVALIA respects the privacy of Users of the Site, and in particular the privacy of CUSTOMERS. NUTRAVALIA agrees that all information collected by NUTRAVALIA allowing for the identification of the CUSTOMER in connection with the use of the e-commerce service by the CUSTOMER to purchase any Product shall be deemed confidential information.

In order to be informed of the processing of the CUSTOMER's personal data and of his or her own rights in relation to the said data, and for more information on any cookies, the CUSTOMER may peruse NUTRAVALIA's [Privacy policy](#) available on the Site or upon any Purchase of Products by perusing the link provided to that end, or by contacting NUTRAVALIA's Customer Service by post or by email.

The CUSTOMER may also lodge a complaint with the CNIL.

In order to exercise his or her rights as against NUTRAVALIA, the CUSTOMER may elect to send his or her request either to the Data Protection Officer at: [dpd@nutravalia.com](mailto:dpd@nutravalia.com), or by post. Requests shall be processed within one (1) month from being received by NUTRAVALIA.

Upon any Purchase of Products, NUTRAVALIA enables the CUSTOMER not to receive NUTRAVALIA's promotional offers by email or SMS. Also, the CUSTOMER may at any time unsubscribe from the newsletters by using the hypertext link at the bottom of offers received by email, or by sending a "STOP" message by SMS (free of charge).

## 14. EXTENDED PRODUCER LIABILITY (EPL)

In its capacity as an enterprise subject to the EPL principle under Article L.541-10 *et seq.* of the French Code of the Environment, NUTRAVALIA has been granted the following single identification codes generated by ADEME:

- As regards Paper EPL, the single identification code is FR216145\_03VDWO;

- As regards the Packaging EPL, the single identification code is FR216145\_01NXXE.

## **15. GENERAL PROVISIONS**

### **15.1. Set-off**

Under Article 1348-2 of the French Civil Code, the parties expressly decide and agree to set off where applicable their mutual receivables and debts arising under the purchase contracts.

### **15.2. Express waiver**

As an express departure from Article 1223 of the French Civil Code, the CUSTOMER may not seek a proportionate reduction of the price in case of poor performance of any obligation.

### **15.3. Forbearance**

Neither NUTRAVALIA's failure to rely at any given time on any of the clauses of the STSs nor NUTRAVALIA's forbearance in respect of any breach committed by the CUSTOMER of any of the CUSTOMER's obligations under the STSs shall be deemed a waiver by NUTRAVALIA of its right to rely at any later date on any of the clauses of the STSs.

### **15.4. Severability**

The invalidity of any of the clauses of the STSs, in particular under any law, regulation or final decision of a court of competent jurisdiction, shall not trigger the invalidity of any of the other clauses of the STSs which shall remain in full force and effect.

### **15.5. Headings**

The headings of the clauses of the STSs are for ready reference only and shall not have per se any binding effect or specific meaning.

### **15.6. Language**

The STSs and any related contracts are drafted in French only. The use of any other language on the Site is to be construed as an indication only. In case of any interpretation difficulty or in the event of any conflict between a French-language version and a version in any other language, only the French version shall prevail.

## **16. GOVERNING LAW- JURISDICTION**

### **16.1. Governing law**

The STSs and the contracts for the Purchase of the Products shall be governed by **French law**, excluding any mandatory rules that might result in the application of any other legislation, such as the laws of the place where the CUSTOMER's habitual residence is located (in particular where such legislation is more favourable to the CUSTOMER).

### **16.2. Grant of jurisdiction as regards CUSTOMERS having a close connection with a Member State of the European Union**

Failing an amicable agreement between NUTRAVALIA and the CUSTOMER, any dispute pertaining to a contract for the Purchase of Products or to any Order may be brought, at the CUSTOMER's election, either before the French court of competent jurisdiction or before the court of relevant territorial jurisdiction over the place where the CUSTOMER is domiciled.

Any action brought by NUTRAVALIA against a CUSTOMER shall be instituted before the court of relevant territorial jurisdiction over the place where the CUSTOMER is domiciled.

### **16.3. Grant of jurisdiction as regards CUSTOMERS having no close connection with a Member State of the European Union**

In the case of CUSTOMERS who do not have a close connection, within the meaning of Article L. 231-1 of the French Consumer Code, with the territory of a Member State of the European Union, any dispute shall be exclusively brought in first resort before the relevant court in Cannes (France).