



ISAGENIX (EU) B.V.

# INFORMATION ABOUT YOUR RIGHTS AS A CONSUMER

## EUROPE

Update 8 June 2022

**Isagenix identity:** Isagenix (European Union) B.V. (“Isagenix”, “the Company”, “we”, “us”) is a Private Company with limited liability, having its registered office at Strawinskyiaan 3127, 8th floor, 1077 ZX Amsterdam, the Netherlands, VAT ID: NL855739629B01, tel: 0-800-022-2187. Isagenix Worldwide, Inc., is the owner of the website [www.isagenix.com](http://www.isagenix.com) and its subdomains (“Site”).

**Main characteristics of the products offered by Isagenix:** The products offered for sale by Isagenix (“Products”) are manufactured in accordance with the Isagenix internal “No-Compromise” standards and meet or exceed applicable regulatory requirements. We guarantee customer satisfaction and are confident that our customers will find our Products satisfactory in every way.

**Prices:** Except where noted otherwise, the Product prices displayed in our catalogues, on the Site and on the trading sites of our associates (“Replicated Sites”) represent the retail price at the moment when your purchase order is placed. All prices are shown in EURO and are inclusive of VAT. We reserve the right to change the prices at any time and in our sole discretion. You will be able to see the total cost of your order at the end of the ordering process. (If you subscribe for regular delivery of Products (“Subscription Rewards”) we will inform you of the total cost per billing period when you register for Subscription Rewards and select the Products you want delivered.)

**Delivery charges:** The prices of the Products do not include the costs of transport, delivery or any other fees and charges that are clearly indicated as added to the price during the ordering process and that may vary depending on the delivery method chosen by you. The delivery charges are clearly indicated on the order confirmation that we send you.

**Delivery of the Products:** The place of delivery of the Products is as chosen by you in your order. We will process and deliver your order as quickly as possible and in any case no later than 30 days after the order has been placed. We shall not be liable for delays in delivery caused by circumstances beyond our control. The risk of loss and the title to the Products will pass to you upon delivery. Isagenix will not be responsible for non delivery, wrong or late delivery of an order caused by the provision by you of incorrect or incomplete Personal Data. We reserve the right to reject an order placed by you at any time if we reasonably suspect that you are in breach of any of the terms of your agreement with us.

**Payment:** Payments may be made by Visa and Mastercard credit cards or by other means that may be specified on the Site, such as PayPal and SEPA. Normally your account is not charged until after you have completed your order and payment authorised by you on the Site or the Replicated Site; for Subscription Rewards orders you will be charged automatically on the date chosen by you as your shipment date. We work with authorised payment service providers to ensure credit card information is handled properly and in accordance with the international security standards. For the safety of credit card online payments, all payment information is encrypted by our service providers.

**Customer cancellation rights:** We recognise our legal responsibility to deliver Products that are in conformity with our contract. If, however, you are not satisfied with a Product we will follow applicable Product return rules.

### 1. RIGHT TO CANCEL (COOLING OFF PERIOD)

If you are a Preferred Customer enrolled by an Isagenix Independent Associate, you have a limited right to cancel a Product contract/order without giving any reason. **The cancellation period will expire 14 days after the day on which you acquire, or a third party other than the carrier, and indicated by you, acquires physical possession of the Products.**

To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. email). Your cancellation notice may be sent via email to Customer Care ([CustomerServiceEU@isagenixCorp.com](mailto:CustomerServiceEU@isagenixCorp.com)) or via post to Isagenix (United Kingdom) Limited Attention: Customer Care, Pury Hill Business Park, Briary Barn, Alderton Road, Towcester, Northamptonshire, NN12 7LS. You can also use the Cancellation (Product Return) Form found below. The Cancellation Form is also available on the Site or can be found as part of each order confirmation email we will send you and can be returned to us via post or email.

To meet the cancellation deadline, you must notify us (via one of the above methods) that you are exercising the right to cancel before the cancellation period has expired. When you notify us by email, the cancellation is effective from the date it was sent to us. When you notify us via other methods, the cancellation is effective when received by us, subject to applicable law.

If you cancel your contract/order before shipment, we will reimburse to you all payments received from you. If you cancel your contract/order after shipment, we will reimburse to you all payments received from you, including the costs of delivery (except, if you chose a type of delivery other than the least expensive method of delivery offered by us, you will be reimbursed in the amount of the least expensive method). We will make the reimbursement without undue delay and not later than:

- 14 days from the day you return any Products supplied, or provide bona fide evidence showing that you have returned them, or
- If there were no Products shipped, 14 days from the day you inform us you are cancelling your Product order/contract.

Unless otherwise instructed by Isagenix, you shall send back shipped Products or hand them over to us without undue delay and, in any event, not later than 14 days from the day we request return. The deadline is met if you send back the Products before the period of 14 days has expired. If you fail to return the products within said 14-day period, you will bear the costs of returning the Products.

Refunds are not provided for the following Products:

- Products that deteriorate or expire rapidly; and
- Products which are delivered sealed, but were opened or unsealed after delivery, thus rendering them unsuitable for return and use due to health and hygiene concerns.

While you are in possession of the Products, you should exercise reasonable care in keeping them. We may make a deduction from the reimbursement for loss in value of any Products supplied if the loss is the result of unnecessary handling of the Products by you.

If you cancel your contract/order, Isagenix will make the reimbursement using the same means of payment as you used for the initial transaction, unless you and we expressly agree otherwise; in any event you will not incur any transactional fees as a result of the reimbursement.

Subject to the above conditions, we will reimburse standard delivery costs even if you return only part of your order.

## **2. DEFECTIVE OR DAMAGED PRODUCT(S); NONCONFORMING PRODUCTS**

**We undertake to refund or replace any damaged, defective or other nonconforming Products.**

We are under a legal duty to supply Product(s) that conform with the contract. We will refund or replace any damaged, defective or other non-conforming Products. If you have returned a Product to us under this Section 2 because the Product is damaged, defective or otherwise nonconforming, we will refund the price of such Product in full plus applicable delivery charges and, if return is requested by us, reasonable and actual costs you incur in returning the Product to us. You have the right to opt for a replacement of any defective Products. Upon receipt of any Product delivery, we ask you to check its contents as quickly as practical to make sure the delivery conforms to your order and that no Product(s) are damaged or defective.

If we have shipped to you Products in the wrong quantities, you may reject the entire delivery, reject the additional quantities or accept these additional quantities and pay for them at the current prices shown on the Site. Nothing in this section prevents you from claiming damages, where it is open to you to do so.

For instructions to appropriately cancel an order and where to send the product, please contact our Customer Care team at [CustomerServiceUK@IsagenixCorp.com](mailto:CustomerServiceUK@IsagenixCorp.com). Where, under the provisions of these Terms and Conditions, the cost for a return is paid by you, this cost will not exceed the standard mailing cost applicable in the country in which you reside, even if the returns are made to an address that is not in your country of residence.

We want you to be completely satisfied when you shop with us. For a full and detailed explanation of our return and refund policy, please see our Return Policy, which is incorporated herein by reference. You may contact our Customer Care at [CustomerServiceUK@IsagenixCorp.com](mailto:CustomerServiceUK@IsagenixCorp.com).

## **3. ISAGENIX SATISFACTION GUARANTEE**

In addition to your right to cancel and return Product orders under Sections 1 and 2 above, you can benefit from the Isagenix Satisfaction Guarantee. Under this Guarantee, after the expiration of the 14-day term under Section 1, you have an additional 16 days to initiate a return of:

- Your initial (first) Product order as a new customer;
- Any Product you are trying for the first time, even if you have placed prior orders for other Products; or
- Your first Subscription Rewards order (applies to unopened Products only).

The following items are non-refundable under this Satisfaction Guarantee, except as required by law:

- Membership fees;
- Shipping costs;
- Literature and sales aids not required as part of your purchase; and
- Seasonal, discounted or promotional items that have been noted as non-refundable.

You may be required, at our request, to return containers and/or Products to receive a refund.

**Complaint handling:** Any complaints, questions and requests can be made to our Customer Care at [CustomerServiceUK@IsagenixCorp.com](mailto:CustomerServiceUK@IsagenixCorp.com).

**Dispute resolution:** Any complaints, questions and requests can be made to our Customer Care team by phone (at the applicable number listed below) or by email at [CustomerServiceEU@IsagenixCorp.com](mailto:CustomerServiceEU@IsagenixCorp.com). Without prejudice to our mutual right to bring any matter relating in any way to your use of the Site or to the Products you have bought from us to the courts, we would do our best to resolve any such dispute by means of amicable negotiation to find a mutually acceptable solution. Any disputes arising out of your relationship with Isagenix are governed by the laws of The Netherlands, unless your jurisdiction requires the application of its laws, in which case the laws of that jurisdiction will govern. You and we both agree that the courts of the Netherlands will have exclusive jurisdiction. The terms of this document do not affect any other statutory rights and means of resolving disputes with us that may be available to you under applicable laws.

**Duration of your contract with Isagenix:** If you are registered as a Preferred Customer, your registration will expire within one year after the date of your registration. Your registration may automatically renew in accordance with the terms of your Customer Membership Application and Agreement.

If you have opted for Subscription Rewards you may cancel at any time by contacting Customer Care: [CustomerServiceEU@IsagenixCorp.com](mailto:CustomerServiceEU@IsagenixCorp.com).

**Contract termination/withdrawal:** In addition to your rights to cancel or withdraw from the contract at any time for any reason, we may terminate your registration, and thus our contract with immediate effect by giving you notice in any of the following circumstances:

- if you make any statement or provide any Personal Data that is materially inaccurate or untrue;
- if you commit a breach of any of the provisions of the Terms and Conditions of your Customer Membership Application and Agreement, including breach of any of the documents referenced in the Terms and Conditions, that is not capable of remedy; or
- if you commit a breach of any of the provisions of the Terms and Conditions, including breach of any of the documents referenced in the Terms and Conditions, that is capable of remedy and fail to remedy that breach within 14 days after receipt of a written notice from us.

**If you have any questions or concerns, please contact us at:**

**Email:** [CustomerServiceEU@IsagenixCorp.com](mailto:CustomerServiceEU@IsagenixCorp.com)

**Telephone:** Customer Service (at a number listed below)

<b>COUNTRY</b>	<b>NUMBER</b>
Austria	0800-802288
Belgium	0800-708-02
Denmark	8082-0194
Finland	0800-9-19650
France	0 805 08 03 05
Germany	0800-184-4299
Ireland	1-800-684002
Italy	800-789-439
Netherlands	0-800-022-2187
Norway	800 24 663
Poland	0-0-800-1213224
Portugal	8008-14810
Spain	900-905474
Sweden	020-889-879
Switzerland	0800-893225
United Kingdom	0 808 189 0490

**Letter:** Isagenix (UK) Limited,

Att: Customer Care

Pury Hill Business Park, Briary Barn, Alderton Road, Towcester, Northamptonshire, NN12 7LS