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## VIDA DIVINA RETAIL CUSTOMER AGREEMENT TERMS & CONDITIONS UNITED KINGDOM

"Company" means Vida Divina LLC/Vida Divina Limited and shall be referred to as "Vida Divina" or "the Company" throughout this Agreement.

### **RETAIL ("CUSTOMER") ORDER:**

1. The Customer order will be concluded between you as the Customer on one hand and Vida Divina LLC/Vida Divina Limited, 72 High Street Haslemere Surrey UK GU27 2LAUSA (hereafter "Vida Divina" or "Company") on the other, in the event that you place your order via this website.
2. The Customer order will be concluded between you as the Customer on one hand and your Vida Divina® Independent Affiliate on the other, in the event that you order products through an Vida Divina® Independent Affiliate. Retail Customers can retrieve their Independent Affiliate's information by contacting Customer Service (information below).
3. Acceptance of the order and the completion of the contract will take place upon complete payment of the products ordered unless Vida Divina® has notified you that we do not accept your order or you have cancelled it.

### **DELIVERY:**

1. Delivery charges are specified through the checkout process on the website when an order is placed.
2. The ordered products will be sent to the address that the Customer indicated in the order. The risk of loss and damage is carried by the customer beginning with the shipment of the product to the Customer or his receiving agent (family member, neighbor, etc.).
3. Vida Divina® will strive to deliver the ordered products within two (2) weeks from the placement of the order. Except in cases of force majeure, including but not limited to Acts of God, insurrection, blockages and strikes, following the lapse of this period you can cancel your order and receive a refund within thirty (30) days.



4. The Customer is entitled to replace delivery by a similar product if the ordered one is out of stock. In this case the customer is entitled to reject the replaced goods and the expenses of reshipment will be carried by Vida Divina®

5. The delivered products remain in the ownership of the Affiliate until the Customer has paid the requested price.

#### **PAYMENT:**

1. Payment is taken from your card once we have checked your card details and stock availability. Goods are subject to availability.

2. All product prices and services include VAT. Additional shipping fees will apply. The price you pay is the price displayed on this website at the time we receive your order. Payment can be made by credit card only. Unfortunately, we cannot accept payment sent in the form of cash, bank transfer or checks. We accept no responsibility for loss of payments sent through the aforementioned means.

3. Should your credit card have insufficient credit, we reserve the right to invoice you for the costs incurred in making requests for payment.

#### **PRODUCT RETURNS AND REFUNDS:**

1. To receive a refund, all products must be returned within thirty (30) days of the ship date in an un-opened, "new" condition. The customer is responsible for all return shipping costs.

2. When making a return the customer must use a traceable method of return. Vida Divina® is not liable for the shipping costs for return products or any return shipments that may be lost in the return shipping process.

3. A refused order is assigned a £17 refusal fee that is deducted from the refund. Refusal fees are applied to orders to offset return shipping costs and return processing charges. Refused orders could take up to ninety (90) days to reach the Returns Processing Department.

4. If only a portion of a stock package (several products grouped under/as one item number) is returned, the full value of the item(s) kept will be deducted from the return and all bonus volume for the item will be deducted.

5. Returns can take up to thirty (30) business days from being received at the Returns Processing Department to be refunded.



6. All returns must be accompanied with the original or a copy of the original packing slip.
7. To exchange products, please call Customer Service to specify which product you would like to return and which products you would like to purchase in exchange. Please place an exchange order prior to returning your items for exchange and refund.
8. This procedure does not limit any legal warranty claims of customers.
9. Vida Divina LLC/Vida Divina Limited is not responsible for refunding any orders that are purchased directly through an Independent Affiliate. Vida Divina LLC/Vida Divina Limited is only responsible for refunds if the products are purchase through our website or the Independent Affiliate's website.

#### **JURISDICTION:**

A consumer may bring proceedings against the other party to a contract either in the courts of the Member State in which that party is domiciled or in the courts for the place where the consumer is domiciled.

#### **LIMITATION OF LIABILITY:**

Vida Divina® products have a different impact mechanism on every user wherefore we do not guarantee specific results. Please carefully follow the directions for each product. Vida Divina® excludes liability for any damage arising from, but not limited to, the improper usage and/or improper storage of the product. This limitation of liability has no aim to limit your statutory rights.

#### **COMPLAINT:**

Please contact Customer Service at the numbers listed below or by e-mail to [compliance@vidadivina.com](mailto:compliance@vidadivina.com) to have your questions or complaints handled. As always, we value your feedback and would like for you to express any concerns with us. We will do our best to provide you a complaint response within thirty (30) days.

This website is owned and operated by Vida Divina LLC/Vida Divina Limited, 72 High Street Haslemere Surrey UK GU27 2LA. Please see the [Privacy Policy](#) for more information.



VIDA DIVINA LIMITED  
72 High Street Haslemere  
Surrey UK GU27 2LA  
Office: 0203-890-2823  
Corporate@vidadivina.com

## **CUSTOMER SERVICE:**

You may email Vida Divina at [corporate@vidadivina.com](mailto:corporate@vidadivina.com).

**PLEASE NOTE: ONLY VIDA DIVINA INDEPENDENT AFFILIATES ARE AUTHORIZED TO SELL PRODUCT. CUSTOMERS FOUND TO BE SELLING VIDA DIVINA PRODUCTS WILL IMMEDIATELY HAVE THEIR RIGHTS TO BUY PRODUCTS TERMINATED.**

## **DATA PROTECTION:**

The Retail Customer agrees that any personal data provided by him/her in the Order Form will be stored and processed by Vida Divina LLC/Vida Divina Limited, 72 High Street Haslemere Surrey UK GU27 2LA in order to register the Vida Divina® Retail Customer, to complete and fulfil orders and process invoices, send him/her information on products or services that we believe may be of his/her interest. Consumers may exercise their rights of objection, access, correction and deletion with regard to their data under the terms envisaged by Personal Data Protection Law. These rights may be exercised either in writing by sending a request, together with the documentation evidencing his/her identity, to [corporate@vidadivina.com](mailto:corporate@vidadivina.com).

## **RIGHT OF WITHDRAWAL:**

You can revoke your contract declaration within 14 days without giving reasons in writing (e.g. letter, fax, e-mail). You can exercise your right of withdrawal by informing us of your decision to withdraw from this contract by utilizing the withdrawal form at the end of this document or by an unequivocal statement addressed to:

VIDA DIVINA LIMITED  
72 High Street Haslemere  
Surrey UK GU27 2LA  
[corporate@vidadivina.com](mailto:corporate@vidadivina.com)



## **EFFECTS OF EXERCISING THE WITHDRAWAL RIGHT:**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We will withhold reimbursement until we have received the goods back. You shall send back the goods without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.