

TERMS AND CONDITIONS OF THE NSP ONLINE SHOP

1. GENERAL PROVISIONS

1.1. The NSP Online store available at the URL e-naturessunshine.com is an ICT platform enabling the conclusion of a remote Sales Contracts, as well as the provision of services via electronic means, operated by the company:

Nature's Sunshine Europe Sp. z o.o. with its registered office in Warsaw, ul. Olkuska 7, 02-604 Warsaw, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, KRS number: 0000248004; NIP: 108-00053-70; REGON: 140331748; with share capital in the amount of PLN 50,000.00, (contact data: email: biuro@nspolska.pl, tel: +48 (22) 311-21-00 - charge as for a standard connection - according to the operator's price list) (hereinafter also referred to as: "Service Provider" or "Seller")

1.2. These Terms and Conditions are addressed to both Consumers and entrepreneurs taking advantage of the Online Store. The provisions of these Terms and Conditions are not intended to exclude or limit any Consumers' rights stipulated by mandatory legal provisions - any possible doubts shall be considered in the Consumer's favour. In the event of non-compliance of the provisions of these Terms and Conditions with the above-mentioned legal provisions, the said legal provisions shall prevail.

1.3. The Seller is the personal data controller for data processed in connection with the implementation of these Terms and Conditions. Personal data is processed for the purposes, within the scope and based on the principles stipulated in the privacy policy published on the Online Store website. Provision of personal data is voluntary, but without it completion of an Order or use of all Electronic Services is impossible. Any data subject whose personal data is processed in connection with the use of the Online Store has the right to inspect the said data, as well as to update and correct it. Consent to the processing of personal data may be withdrawn at any time.

1.4. **Definitions:**

1.4.1. **WORKING DAY** - any day from Monday to Friday, excluding public holidays.

1.4.2. **REGISTRATION FORM** - a feature of the Online Store allowing the creation of an Account.

1.4.3. **ORDER FORM** - a feature of the Online Store allowing an Order to be placed.

1.4.4. **CUSTOMER** - a Service Recipient who has concluded a Sales Contract with the

Seller.

- 1.4.5. **CIVIL CODE** - Act - Civil Code of 23 April 1964 (Journal of Laws No. 16, item 93, as amended).
- 1.1.1. **CONSUMER** - a Service Recipient who performs a legal transaction with the entrepreneur, including the Service Provider, that is not related directly to their business or professional activity.
- 1.1.2. **ACCOUNT** - a feature of the Online Store, marked with an individual name (identifier) and secured using a password provided by the Service Recipient, containing a set of resources in the Service Provider's ICT system, used to collect the Service Recipients' data, including information regarding placed Orders.
- 1.1.3. **PRODUCT** - an item available in the Online Store which is the subject of a Sales Contract between the Customer and the Seller.
- 1.1.4.
- 1.1.5. **TERMS AND CONDITIONS** - these Online Store terms and conditions.
- 1.1.6. **ONLINE STORE** - the Service Provider's Online Store available at the URL: e-naturessunshine.com.
- 1.1.7. **SELLER; SERVICE PROVIDER**, Nature's Sunshine Europe Sp. z o.o. ul. Olkuska 7, 02-604 Warsaw, District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, KRS number 0000248004; NIP 108-000-53-70; REGON 140331748; share capital of PLN 50,000.00, email: biuro@nspolska.pl, tel: +48 (22) 311-21-00 (charge as for a standard connection - according to the operator's price list)
- 1.1.8. **SALES CONTRACT** - a Product Sales Contract concluded between the Customer and the Seller via the Online Store.
- 1.1.9. **ELECTRONIC SERVICE** - a service provided by electronic means within the meaning of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2002 No. 144, item 1204, as amended) (hereinafter also referred to as: "Act on the provision of services by electronic means").
- 1.1.10. **SERVICE RECIPIENT** - a natural person, including a Consumer, with legal capacity and/or of at least 13 years of age (in the case of a person under 18, having received the consent of their legal representative or legal guardian), as well as a legal person and an organisational unit that is not a legal person but is granted legal capacity under specific laws, using the Online Store.

- 1.1.11. **ORDER** - a declaration of will of the Service Recipient aimed directly at concluding a Product Sales Contract with the Seller, indicating the type and/or quantity of the Product and other content foreseen by law.

2. TYPES AND SCOPE OF ELECTRONIC SERVICES

- 2.1. The Service Provider provides the following Electronic Services via the Online Store:

- 2.1.1. Keeping an Account in the Online Store.

- 2.1.2. Allowing an Order to be placed in the Online Store by completing the Order Form.

- 2.1.3. Making the Terms and Conditions available.

3. CONDITIONS FOR THE PROVISION AND CONCLUSION OF CONTRACTS FOR THE PROVISION OF ELECTRONIC SERVICES

3.1. Payment:

- 3.1.1. The Service Provider renders Electronic Services free of charge.

3.2. Period for which the contract is concluded:

- 3.2.1. The contract for the provision of Electronic Services consisting in managing an Account in the Online Store is concluded for an indefinite period. This Contract is concluded upon the successful completion and acceptance of the Registration Form by the Service Recipient.

- 3.2.2.

- 3.2.3. The contract for the provision of Electronic Services, allowing an Order to be placed in the Online Store by completing the Order Form, is concluded for a definite period of time and is terminated upon submission of the Order.

- 3.2.4. The contract for the provision of the Electronic Service consisting in giving access to the Terms and Conditions is concluded when the Participant displays the Website and is concluded for the duration the website is browsed, i.e. until it is closed.

3.3. Technical requirements necessary to use the Online Store:

- 3.3.1. A computer with Internet access.

- 3.3.2. Access to e-mail.

- 3.3.3. A Web browser: Mozilla Firefox version 3.5 and higher; Internet Explorer version 8.0 and higher; Opera version 10 and higher; Google Chrome version 10 and higher.

- 3.3.4. Cookies enabled in the web browser.

3.3.5. Enabling JavaScript is recommended.

3.4. **Obligations of the Service Recipient**

3.4.1. The Service Recipient shall use the Online Store in a manner consistent with the law and morality, with respect for personal rights and intellectual property rights of third parties.

3.4.2. The Service Recipient shall enter factually correct data.

3.4.3. The Service Recipient shall not provide illegal content.

3.5. The use of Electronic Services may be associated with typical threats to the Service Recipient as an Internet user. The risk associated with using Electronic Services comprises, in particular, the risk of the IT system being infected with software used for e.g. spying on Internet use, theft of important data, preventing one's system from starting, spam, data deletion, etc. The Service Provider uses for its own purposes system security and constant IT assistance, ensuring the security of transmitted and received data, which does not exempt the Service Recipient from exercising due care in Internet use.

4. **CONDITIONS FOR CONCLUDING A SALE CONTRACT**

4.1. Announcements, advertisements, price lists and other information regarding Products provided on the Online Store website, in particular their descriptions, technical and functional parameters, and prices, constitute an invitation to conclude a contract, within the meaning of Art. 71 of the Civil Code.

4.2. The Product price shown on the Online Store website is given in Polish zlotys and is inclusive of all amounts due, including VAT. However, the prices are exclusive of possible delivery and payment fees, which are indicated when the Order is placed.

4.3. The Product price shown on the Online Store website is binding when the Order is placed by the Customer. This price shall not change regardless of price changes in the Online Store, which may appear for individual Products after the Order is placed by a Customer.

4.4. **Conclusion of the Sales Contract**

4.4.1. The conclusion of a Sales Contract necessitates prior placement of an Order by the Customer.

4.4.2. After the Order is placed, the Seller immediately confirms its receipt and

acceptance of the Order for completion, which binds the Customer to their Order. Confirmation of receipt of the Order and its acceptance for completion occurs by way of sending an e-mail to the Customer, which includes:

- 4.4.2.1. Confirmation of all essential elements of the Order.
 - 4.4.2.2. The Seller's declaration of Order receipt.
 - 4.4.2.3. The Seller's declaration of acceptance of the Order for completion (acceptance of the offer).
 - 4.4.2.4. A link to the page containing these Terms and Conditions.
- 4.4.3. Upon the Customer receiving the e-mail referred to in point 4.4.2., a Sales Contract is concluded between the Customer and the Seller.

5. PAYMENT METHODS

5.1. The Seller provides the following payment methods:

- 5.1.1. Cash on delivery.
- 5.1.2. Payment by way of a traditional transfer to the Seller's bank account.
Bank Pekao SA Account number: 28 1240 6117 1111 0010 6727 2845
- 5.1.3. Electronic payments (including credit and debit card payments, as well as an electronic bank transfer) via the PayU.pl website.
- 5.1.4. Recurring payments made through PayU.pl in the Autowysyłki (Autoshipments) process. Monthly payments, on the day of the month specified by the user, with a set amount for a freely selected basket of products. Recurring payments require a one-time provision of payment card details. Recurring payments and Autowysyłka (Autoshipments) may be suspended or cancelled by the user at any time.

6. COST, DEADLINE AND DELIVERY METHODS

6.1. The Seller offers the following Product delivery methods:

- 6.1.1. Messenger parcel;
 - 6.1.2. Messenger parcel, cash on delivery.
 - 6.1.3. Pick-up in person at the Seller's premises on Working Days between 11:00 and 19:00, excluding public holidays.
- 6.2. Possible delivery costs are given during Order placement. They depend on the delivery method and payment method chosen by the Customer.

6.3. The Product delivery time to the Customer is up to 2 working days. This should be counted in the following manner:

6.3.1. In the event the Customer chooses a bank transfer, electronic payment or payment card as the payment method - from the date the Seller's bank account or settlement account are credited.

6.3.2. If the Customer chooses payment on delivery - from the date of conclusion of the Sale Contract.

6.3.3. Delivery is limited to the territory of Poland.

7. CONDITIONS FOR TERMINATION OF CONTRACTS FOR THE PROVISION OF ELECTRONIC SERVICES

7.1. Termination of the contract for the provision of an Electronic Service:

7.1.1. A contract for the continuous provision of an Electronic Service, concluded for an indefinite period, (e.g. maintaining an Account in the Online Store) may be terminated.

7.1.2. The Service Recipient may terminate the contract with immediate effect and without justification by sending an appropriate statement via e-mail to the following address: biuro@nspolska.pl or in writing to: ul. Olkuska 7, 02-604 Warszawa.

7.1.3. In the case of Service Recipients who are also Consumers, the Service Provider may terminate the contract for the provision of an Electronic Service in case of gross or persistent violation of the Terms and Conditions by the Service Recipient, in particular by providing illegal content, after at least one unsuccessful call to stop or remove the violations with an appropriate deadline. The violation of the Terms and Conditions needs to be objective and unlawful. In that case, the contract for the provision of an Electronic Service expires after 14 days from the date the Service Provider submits a declaration of will to terminate it (notice period).

7.1.4. In the case of Recipients who are not simultaneously Consumers, the Service Provider may terminate the contract for the provision of an Electronic Service with immediate effect and without stating reasons by sending the Service Recipient an appropriate statement.

7.2. The Service Provider and the Service Recipient may terminate the contract for the provision of an Electronic Service at any time by way of mutual agreement.

8. COMPLAINT PROCEDURE

8.1. **Complaints for the Product's non-compliance with the Sales Contract:**

- 8.1.1. The basis and scope of the Seller's responsibility towards the Consumer for non-compliance of the Product with the Sales Contract are stipulated, in particular, by the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827).
- 8.1.2. Reports of the Product's non-compliance with the Sales Contract and the submission of a relevant request (hereinafter also: "Complaint") can be made via e-mail to the following address: biuro@nsppolska.pl or in writing to: ul. Olkuska 7, 02-604 Warszawa.
- 8.1.3. In the Complaint, the Customer is to provide: their name and surname (or company name), address for correspondence, type and date of occurrence of the reasons for the Complaint and a specific request.
- 8.1.4. The Seller shall respond to the Customer's request immediately, no later than within 14 days from the date of receipt of the Complaint. The response to the Complaint is sent to the address given by the Customer or in another way provided by the Customer.
- 8.1.5. The Customer may use out-of-court means of handling Complaints and pursuing claims. To take advantage of possible amicable settlement of disputes over online purchases, the Customer may submit their complaint, for example, via the EU ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>.

8.2. Complaints related to the provision of Electronic Services by the Service Provider and other complaints related to Online Store operations:

- 8.2.1. Complaints related to the provision of Electronic Services via the Online Store and other complaints related to Online Store operations may be submitted by the Customer via e-mail to the following address: biuro@nsppolska.pl or in writing to: ul. Olkuska 7, 02-604 Warszawa.
- 8.2.2. In the Complaint, the Customer is to provide: their name and surname (or company name), address for correspondence, type and date of occurrence of the reasons for the Complaint and a specific request.
- 8.2.3. It is recommended that as much information and as detailed circumstances as possible regarding the subject of the Complaint be provided in the abovementioned e-mail, in particular the type and date of irregularities and contact details, as this will facilitate and speed up Complaint resolution by the Service Provider.
- 8.2.4. The complaint shall be considered by the Service Provider immediately, not later than within 14 days from the date of its receipt.

8.2.5. The response of the Service Provider to the Complaint is sent to the address given by the Service Recipient in the complaint or in another way, as indicated by the Service Recipient.

9. RIGHT TO WITHDRAW FROM THE CONTRACT

9.1. A Service Recipient (Customer) who is also a Consumer, who concluded a remote contract, may withdraw from it without stating reasons, by submitting an appropriate statement in writing within fourteen (14) days. Sending a statement before the expiry of this term is sufficient to respect it. The statement may be sent via e-mail to the following address: biuro@nspolska.pl or in writing to: ul. Olkuska 7, 02- 604 Warszawa.

9.2. An exemplary model of the form for withdrawal from a remote contract constitutes Appendix 1 to the Terms and Conditions.

9.3. In the event of withdrawal from the contract, the contract is considered null and void and the Consumer shall be released from any obligations. What the parties have provided shall be returned unchanged, unless the change was necessary within the scope of ordinary management. The return is to be made immediately, not later than within 14 days.

9.4. The Service Provider (Seller) shall perform the return to the bank account number indicated by the Consumer or in a different manner indicated by the Consumer.

9.5. The 14-day period during which the Consumer may withdraw from the contract is counted from the day they receive the parcel and, if the contract concerns the provision of Electronic Services, from the date of its conclusion.

9.6. The right to withdraw from a contract concluded remotely is not applicable to the Consumer in the following cases: (I) if the entrepreneur has fully provided the service with explicit consent from the Consumer who has been informed prior to service commencement of the loss of the right to withdraw from the contract once the service has been provided; (II) if the subject of the service is a nonprefabricated item, manufactured according to the Consumer's specification or serving to satisfy their individual needs; (III) if the subject of the service is an item that quickly deteriorates or has a short use-by date; (IV) if the subject of the service is an item delivered in a sealed package, which cannot be returned once the package is opened for reasons of health protection or hygiene, if the packaging has been opened after delivery; (V) if the items subject to the service are ones that after delivery are, due to their nature, inseparably connected with other items; (VI) if

the subject of the service are alcoholic beverages, the price of which was agreed upon conclusion of the sales contract, whose delivery may take place only after 30 days and the value of which depends on market fluctuations beyond the entrepreneur's control; (VII) if the Consumer has expressly demanded a visit from the entrepreneur for urgent repairs or maintenance; (VIII) If the entrepreneur provides additional services other than those requested by the Consumer, or provides items other than spare parts necessary for the repair or maintenance, the Consumer is entitled to withdraw from the contract with regard to additional services or items.

10. FINAL PROVISIONS

10.1. Contracts concluded through the Online Store are concluded in accordance with Polish law and in Polish.

10.2. If a particular provision of the Terms and Conditions is considered invalid or ineffective, the invalidity or ineffectiveness of this provision shall not affect the validity or effectiveness of the remaining provisions of the Terms and Conditions. The Service Provider shall make efforts to replace the invalid or ineffective provision with a new, legally effective provision.

10.3. Modifications to the Terms and Conditions:

10.3.1. The Service Provider reserves the right to amend the Terms and Conditions for important reasons, i.e. in particular: changes in legal regulations; changes in payment and delivery methods; changes in the payment scope or the form of provided Electronic Services - to the extent to which the said changes affect the implementation of the provisions of these Terms and Conditions.

10.3.2. The amended Terms and Conditions are binding for the Service Recipient, if the requirements specified in Art. 384 of the Civil Code are fulfilled, i.e. the Service Recipient has been properly notified of the amendments and the Service Recipient has not terminated the contract for the provision of an Electronic Service of a continuous nature within 14 days from the date of notification.

10.3.3. Amendments to the Terms and Conditions shall not, however, in any way infringe the acquired rights of the Service Recipients who are also Consumers and use the Online Store prior to the effective date of the amendments, in particular amendments to the Terms and Conditions shall not affect already placed Orders, concluded or completed Contracts.

10.3.4. In the event an amendment to the Terms and Conditions were to result in the

introduction of any new fees or an increase in the existing ones, the Service Recipient who is a Consumer is entitled to withdraw from the contract.

10.4. In matters not covered by these Terms and Conditions, the provisions of generally applicable law shall apply, in particular: the Civil Code; the Act on the provision of services by electronic means of 18 July 2002 (Journal of Laws No. 144, item 1204, as amended); the Act on Consumer Rights of 30 May 2014; and other relevant provisions of Polish law.

10.5. **Dispute resolution:**

10.5.1. Any disputes arising between the Seller/Service Provider and the Customer/Service Recipient who is also a Consumer within the meaning of Art. 22[1] of the Civil Code shall be submitted to the competent common courts in accordance with the provisions of the Code of Civil Procedure of 17 November 1964 (Journal of Laws No. 43, item 296, as amended).

Appendix 1.

TEMPLATE FORM FOR WITHDRAWAL FROM THE CONTRACT

(complete and return this form only if you wish to withdraw from the Contract)

Nature's Sunshine Europe Sp. z o.o.
with its registered office in Warsaw, ul.
Olkuska 7, 02-604 Warsaw,
tel.: (22) 311 21 00; fax:
(22) 311 21 01,
e-mail: biuro@natr.com

I/we hereby wish to inform about my/our withdrawal from the Sales Contract and the
following products*

concluded with Nature's Sunshine Europe Sp. z o.o. with its registered office in Warsaw on
..... (Order No.:) pursuant to which products and * were delivered to me/us
on

Please return the amounts paid by me/us to my/our bank account number**

.....

Customer's name and surname:

Customer's address:

Customer's signature:

Date:

* Delete as appropriate.

** Please complete only when the payment for the products was made in cash and you consent to NSPP
reimbursing the amounts paid to your bank account.