

GENERAL TERMS AND CONDITIONS FOR ONLINE SALES

PLEASE READ THESE GENERAL TERMS AND CONDITIONS FOR ONLINE SALES AND THE PRIVACY AND COOKIES POLICY LOCATED [AT](#) ("PRIVACY POLICY"), BEFORE PURCHASING ANY PRODUCT FROM US.

These general terms and conditions for online sales (the "Online Sale Terms") set forth the legal terms and conditions governing your purchase of any Herbalife Nutrition products ("Herbalife Nutrition Products") on our MyHerbalife website (the "Site") and the contractual relationship between you, irrespective of whether you are a Distributor or a Preferred Customer ("you") and Herbalife (U.K.) Limited with headquarters at The Atrium, 1 Harefield Road, Uxbridge, Middlesex, UB8 1HB ("Herbalife Nutrition", "we" or "us").

These Online Sale Terms, and any other terms and policies incorporated herein by explicit reference via link, provide the terms and conditions between you and us pertaining to the subject matter hereof and supersede all prior arrangements, understandings, negotiations and discussions, whether oral or written.

By ordering and buying Herbalife Products from the Site, you fully assume and accept these Online Sale Terms. These Online Sale [Terms](#) can be downloaded, saved and/or printed by you and are accessible from all the pages of the Site except the login page.

1. MODIFICATIONS

We reserve the right to, from time to time, in our sole discretion, modify, update, add to, discontinue, remove, revise or otherwise change any portion of these Online Sale Terms, in whole or in part.

If you purchase any Herbalife Product after these Online Sale Terms have been changed, you will be deemed to have read, understood and unconditionally consented and agreed to such changes. The most current version of the Online Sale Terms will be available on the Site and will supersede all previous versions thereof.

The Online Sale Terms applicable to any specific sale and purchase will be those applicable when your order was placed. Pre-existing orders or claims will not be affected by subsequent changes to the Online Sales Terms.

The Herbalife Nutrition Products, in whole or in part, may be enhanced, modified or discontinued at our sole discretion. Any enhancements, additions or modifications to the Herbalife Nutrition Products will be subject to these Online Sale Terms.

It is your responsibility to read these Online Sale Terms before purchasing Herbalife Nutrition Products.

2. ELIGIBILITY

You represent and warrant that you are eighteen (18) years of age or older and have full legal capacity. We may require proof of age and/or capacity before accepting any purchase order.

You also represent and warrant that you are an authorised user of any credit card and/or bank account used to purchase Herbalife Nutrition Products through the Site.

3. CREATION OF AN ACCOUNT ON THE SITE

Purchase of Herbalife Nutrition Products requires registration to the Site. The decision to provide this information is purely voluntary and optional. However, if you choose not to provide such information, you will not be able to place orders to purchase Herbalife Nutrition Products.

If you provide data during the registration process, you agree to provide accurate, current and complete information about you when requested and you agree to maintain and update such information as appropriate. We will use and maintain any information about you that we collect through the Site in accordance with our Privacy Policy, located [at](#).

In order for you to create a Herbalife Nutrition Account (“Account”) you will need to enter your e-mail address and a password. After having entered this information, you will be required to confirm that you want to create an account by clicking on the “create an account” button.

By confirming your wish to create an Account, you agree with these Online Sale Terms and with our Privacy Policy.

Then, you will be asked to provide personal information for the creation of the Account, namely:

- Your first name;
- Your last name;
- Date of birth;
- Address (including city and postal code);
- Cell phone;
- E-mail address; and
- [PPS number (mandatory for Distributors and optional for Preferred Customers)].

If you register on the Site, you agree to accept responsibility for all activities that occur under your Account, email or password, if any, and you agree that you will not sell, transfer or assign your Account or make it accessible to a third party. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not place orders for Herbalife Nutrition Products using your name in whole or in part. If you feel that your password has been compromised, it is your responsibility to change your password. If you become aware of the misuse of your account by third parties, you agree to inform us immediately.

You may, at any time, terminate your Account by contacting Member Services via the Online Support service available on the Site or by calling Member Services on 014897171.

4. SALES THROUGH THE SITE

4.1. Herbalife Nutrition Products

Herbalife Nutrition Products offered for sale on the Site are described and presented as accurately as possible (specifications, composition, use, etc.). However, we recommend you to access the specific details of each Herbalife Nutrition Product, particularly in relation to the features you are looking for, since you are solely responsible for choosing and buying a Herbalife Nutrition Product.

4.2. Price

The prices displayed on the Site are in [Euro] and are final complete prices, which include the [statutory VAT] at the time of the order and any and all applicable discounts and costs. Applicable shipping fees will only be presented in the shopping cart.

Prices may be subject to change without prior notice, but such will not affect orders that have already been accepted.

4.3. Your Order

The presentation of Herbalife Nutrition Products on the Site is a binding offer to conclude a purchase agreement presented by us to you. By adding Herbalife Nutrition Products to the shopping cart and confirming your order, or by confirming your order over the phone, you are accepting our offer, and the purchase agreement between you and us is perfected.

Before you can accept our offer, you also need to:

- confirm your shipping address;
- confirm the email address where the confirmation of our agreement and the corresponding invoice will be sent; and
- choose a payment method and enter your respective payment details.

Before sending the order by clicking on the “place order” button, you can identify and correct input errors.

Once we have received your order, Herbalife Nutrition will send you an e-mail confirming receipt of your acceptance of our offer and the content of your order. Receipt of this confirmatory email from Herbalife Nutrition implies that the order has been received and the purchase of the Products completed and, consequently, that the transaction between you and us has been formalised.

When the Site indicates that a Herbalife Nutrition Product is available, this is referred to the moment the order is placed. However, if a Herbalife Nutrition Product ordered by you is no longer available once your order has been placed or if we run out of stock, you will be notified, at the e-mail address provided in your order summary or by telephone. This might be, among other causes, because of unexpected limits on our resources and stock which we could not reasonably plan for.

4.4. Available payment methods

Payment for the Herbalife Nutrition Products on the Site is made by one of the following methods:

- inserting your credit card details via your bank's platform; or
- payment by reference by inserting the Herbalife Nutrition Identity number, reference number and order amount.

4.5. Terms of delivery and Herbalife Nutrition Product reception

For Ireland, there are two delivery options as follows:

- Standard home delivery;
- Standard delivery to a pick-up point such as a shop/store chosen by you;

The delivery is carried out by entrusted shipping companies.

From receipt of the order payment, the delivery of the Herbalife Nutrition Products within Ireland is usually within a maximum of two to three (2-3) working days. In any event, delivery shall not exceed thirty (30) calendar days from the date of the order payment.

The receipt of the carrier signed by you will serve as proof of delivery and of the date of delivery.

The risk of Herbalife Nutrition Products being lost or damaged is transferred to you when you receive the Herbalife Nutrition Products. Once you receive the Herbalife Nutrition Products, you shall review and confirm there is no apparent defect, that is, that the Herbalife Nutrition Products conform to your order and are not visibly damaged. If there are defects (the parcel is open or damaged, Herbalife Nutrition Products are missing, damaged or do not match the order, etc.) you shall:

- reject the parcel and make a written reservation on the carrier's delivery note with as much detail as possible; and
- contact us through the Site, by email or by phone, and we will either reimburse you the order or ship a new parcel with the missing or damaged Herbalife Nutrition Products.

Please note that the above is in addition to the rights granted to you under our commercial guarantee in section 4.6. or your statutory guarantee in section 4.7. below and to your right of withdrawal under section 4.8. below.

4.6. Commercial Guarantee

We guarantee the quality of the Herbalife Nutrition Products and certify that they meet high standards of freshness and purity for consumer use. We are confident that all customers (Preferred Customers and retail customers) will find the Herbalife Nutrition Products satisfactory in every way.

However, if for any reason, you are not completely satisfied with any Herbalife Nutrition Product purchased we offer a no quibble commercial guarantee. Simply request a full refund of the purchase price or a full credit note towards the purchase of another Herbalife Nutrition Product from us within thirty (30) calendar days from your receipt of the Herbalife Nutrition Product and

return the unused portion of the Herbalife Nutrition Product, or the original labels, or the empty containers, along with the copy of the invoice of your order, to us. More information is available in our Satisfaction Guarantee located [at](#).

This commercial guarantee does not affect your statutory rights, including the right of withdrawal under section 4.8 below and your statutory guarantee of conformity of Herbalife Nutrition Products and other applicable statutory guarantees.

4.7. Statutory Guarantee

You have a right to a legal guarantee of 6 years from the date of delivery of the product purchased on the Site if the product does not meet the description given on the Site, regarding its quality, suitability for its normal use as a product of its type, or if it has a defect ("lack of conformity").

To exercise the above mentioned right, you must report to Herbalife Nutrition the lack of conformity of the Herbalife Nutrition Product purchased, within 6 years from the date on which you have detected the lack of conformity by contacting Member Services via the Online Support service available on the Site or by calling Member Services on 014897171 by providing the following information:

- [A description of the lack of conformity in the purchased Herbalife Nutrition Product;
- A photo of the lack of conformity in the purchased Herbalife Nutrition Product;
- A copy of purchased Herbalife Nutrition Product corresponding invoice.]

In such circumstances, you may choose to:

- Replace the Herbalife Nutrition Product you purchased; or
- Return the product and be refunded with the value paid.

[You will have to return the Herbalife Nutrition Product you purchased through registered mail, at our expense, to prevent any loss of package, at the address Herbalife (U.K.) Limited, The Atrium, 1 Harefield Road, Uxbridge, Middlesex, UB81HB, United Kingdom.

We will replace the Herbalife Nutrition Product you purchased or refund you for the value you paid for it within thirty calendar days (30) from the date you have reported to us the lack of conformity.

4.8. Right of withdrawal

You have a right to withdraw your order without cause or justification for a period of fourteen (14) calendar days from the date of delivery of the Herbalife Nutrition Products.

To exercise your right of withdrawal you must:

- Give notice to us within the abovementioned fourteen (14) calendar days period that you wish to cancel your order. You can use the notice of cancellation provided [on](#) if you wish to do so or you can give us notice in some other way (e.g. letter, e-mail or telephone) as long as we receive a clear and unambiguous statement of your decision to withdraw the order.

Your notice should include the information concerning the Herbalife Nutrition Products returned as well as your name, postal address, order number and, if possible, telephone number and e-mail address.

- Return the Herbalife Nutrition Products to us at the address Herbalife (U.K.) Limited, The Atrium, 1 Harefield Road, Uxbridge, Middlesex, UB81HB, United Kingdom within fourteen (14) calendar days from the date of your notice of cancellation.

We will cover the cost of returning the Herbalife Nutrition Products, by arranging to collect the Herbalife Nutrition Products from you using one of our entrusted shipping companies. We will not cover any supplementary delivery costs if you choose an alternative delivery method.

4.9. Reimbursement of returned Herbalife Nutrition Products

In case of return of Herbalife Nutrition Products under our commercial guarantee (see section 4.6 above), your right of withdrawal (see section 4.8 above) or in exercise of your statutory rights, we will refund you without undue delay and not later than fourteen (14) days from the day you return the Herbalife Nutrition Products to us (or from the date of exercise of the withdrawal right by you if we arrange the collection of the Herbalife Nutrition Products). We may withhold your refund until we have received the Herbalife Nutrition Products back.

You will be refunded by the same means of payment that you used for your initial transaction and you will not incur any charges for that refund.

Herbalife Nutrition Products shall be returned in their original packaging and/or containers. If the Herbalife Nutrition Products are returned by you for any reason other than damage to or a defect in the Herbalife Nutrition Products and they have suffered any reduction in value as a result of handling beyond what is necessary to establish their nature and/or conformity, characteristics and functioning, then you will be charged for that diminution in value and that charge will be deducted from your refund.

We will not make any reimbursement if the Herbalife Nutrition Products returned do not match your order.

Distributor Refund Policy

If Distributorship is cancelled for any reason, Distributors may return all unopened products that were purchased in the previous 12 months for a full refund. To obtain a refund, Distributors may call Herbalife Nutrition at 014897171 or submit the refund form available at MyHerbalife.com.

5. CONTACT DETAILS AND COMPLAINTS

If you have any questions, comments, complaints or claims about the Site, your order, any Herbalife Nutrition Products delivered to you or these Online Sale Terms please contact us using the contact details shown on the Site or through [“Contact Us”](#) on the Site, all of it notwithstanding the warranties that may apply to orders and/or Herbalife Nutrition Products pursuant to applicable legislation or as otherwise expressly stated in Section 4 of these Online Sales Terms.

We will answer your claims as soon as possible, and in any event within one (1) month from receiving them.

6. ERRORS

If you believe that you have discovered an error in the Site or the Herbalife Nutrition Products, please contact us as provided in section 5 above and include, if possible, a description of the error, its URL location and your contact information. We will make reasonable efforts to address your concerns.

7. LIMITATION OF LIABILITY

Without prejudice to applicable regulations, Herbalife Nutrition cannot be held liable for any delay or breach of its obligation under these Online Sales Terms resulting from events of force majeure, or any acts or omissions by you or third parties or to circumstances outside our control which we could not reasonably foresee at the time of acceptance of your order or which consequences we cannot reasonably avoid or overcome.

Causes of force majeure shall include any act, event, lack of exercise, omission or accident that is beyond our reasonable control which, among others, include strikes, lockouts, fire, explosion, storms, flood, earthquake, terrorist threat or attack, war, pandemic, inability to use trains, boats, airplanes, motorized transport or other means of transport, and Acts, decrees, legislation, regulations or restrictions of any government or public authority.

In such event, obligations under these Online Sale Terms shall be suspended during the period in which the cause of force majeure continues, and Herbalife Nutrition shall have an extension of the deadline to fulfill these obligations for a period of time equal to the duration of the cause of force majeure.

8. INDEMNIFICATION

By placing an order you agree to indemnify, defend and hold Herbalife Nutrition harmless from and against any third party claims, alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defence, including, without limitation, reasonable attorneys' fees, arising out of or relating to: your breach of your representations, warranties, covenants or agreements hereunder; your violation of these Online Sales Terms or any law; your use of the Site and/or the material in violation of these Online Sale Terms; information or material posted or transmitted through your computer or account, even if not submitted by you, that infringes any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; any misrepresentation made by you; and/or our use of your information. You will cooperate as fully and as reasonably required in our defence of any claim.

9. TERMINATION; MODIFICATION

Any violation of these Online Sales Terms may result in restrictions on your ability to place orders and purchase Herbalife Nutrition Products on the Site and may be referred to law enforcement authorities.

No waiver of any of the provisions of these Online Sale Terms shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

We reserve the right to modify or discontinue sales on the Site, or any portion thereof without notice to you or any third party. Pre-existing orders or claims will not be affected by such modification or termination.

If any provision of these Online Sale Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Online Sale Terms, which will remain in full force and effect. The section titles in these Online Sale Terms are for your convenience only and do not have any legal or contractual effect.

10. GOVERNING LAW AND DISPUTE RESOLUTION

These Online Sale Terms shall be governed by Irish law. Any dispute arising from the use of the Site or in relation to a purchase of a Herbalife Nutrition Product shall be governed by Irish law and shall be submitted to the exclusive jurisdiction of the Irish courts.

The above does not apply if you are a consumer based elsewhere in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside, and you additionally enjoy the protection afforded to you by the mandatory provisions of the law of country where you reside.

In compliance with EU Regulation No 524/2013, we inform you that, in the event of a consumer dispute, you may resort to a competent alternative consumer dispute resolution settlement body. You may choose an alternative consumer dispute resolution settlement body from your place of domicile or resort to the European online dispute resolution platform available at <http://ec.europa.eu/odr>.

12. CONTACT US

If you have any questions, comments or concerns about the Herbalife Nutrition Products or these Online Sale Terms, you may contact Member Services via the Online Support service available on the Site or by calling Member Services on 014897171.