

**ATTENTION:** Please read these Terms and Conditions (hereafter referred to as "**GTC**") carefully before using this website. By using it, you agree to be bound by these GTC. If you do not agree with the GTC or any provision thereof, please do not use this website.

Any user of this website agrees to comply with all applicable laws, rules and regulations and to respect the rights and dignity of others. In particular, any user agrees not to:

- use the Vision E-shop websites for any fraudulent or unlawful purpose;
- use the Vision E-shop websites to abuse or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity;
- interfere with or disrupt the operation of this site or the servers or networks used to make this site available; or violate any requirements, procedures, policies or regulations of such networks;
- use this site to advertise or offer to sell or buy any goods or services for any business purpose, without Vision E-shop's express prior written consent;
- reproduce, duplicate, copy, sell, resell, link to or otherwise exploit for any commercial purposes, any portion of, use of, or access to, this site;
- modify, adapt, translate, reverse engineer, decompile or disassemble any portion of this site;
- remove any copyright, trademark or other proprietary rights notice from the Vision E-shop websites or materials originating from the Vision E-shop websites.

Additionally, the user acknowledges and agrees that the user (and not Vision E-shop) is responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use this website, and for paying all charges related thereto.

If you are a distributor of Vision International People Group (hereinafter referred to as "**Vision**"), you acknowledge and agree that your use of this website is not only subject to these GTC but also to the terms of your distributor contract concluded with Vision (hereinafter referred to as the "**Distributor Contract**"). In case of contradiction between the terms of these GTC and the terms of the Distributor Contract, the terms of the Distributor Contract will prevail.

**General Terms and Conditions**  
**of**  
**Vision E-shop GmbH**

**1. Scope of Validity**

- 1.1 These are the GTC of Vision E-shop GmbH (hereinafter referred to as the "**Seller**"), a company with limited liability established and existing under the laws of Austria, Zeppelinstraße 9, 2401 Fischamend, registered with the Austrian companies register under FN 329461 b, VAT no ATU65089502.
- 1.2 These GTC will apply to all purchases by a buyer (hereinafter referred to as the "**Buyer**") of products to be distributed by the Seller (hereinafter referred to as the "**Products**") and apply to all orders by the Buyer irrespective whether such orders are placed through the Seller's website or by telephone.
- 1.3 These GTC apply equally to consumers and non-consumers within the scope of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*), unless agreed otherwise in these GTC, but do not affect mandatory law under any other applicable jurisdiction (e.g., consumer statutory rights).
- 1.4 By continuing to use the Seller's website and/or by registration of the Buyer through internet or by telephone and/or by ordering a Product from the Seller, the Buyer agrees with these GTC and acknowledges to be bound by them.
- 1.5 The Seller may change these GTC from time to time. Thus, the Buyer should always check the GTC before placing an order with the Seller.
- 1.6 Deviations from, modifications of or amendments to these GTC, including but not limited to the applicability of any general terms and conditions of the Buyer, shall only apply, if agreed explicitly by the Seller in writing.
- 1.7 If the Buyer has concluded a Distributor Contract with the Seller or Vision, the terms of the respective Distributor Contract shall prevail in case of a contradiction between the terms of these GTC and the terms of the Distributor Contract.
- 1.8 These GTC are available in German and English. In case of contradiction between the German and the English version, the German version of the GTC shall prevail.

**2. Prices**

- 2.1 All prices are shown in Euro inclusive appropriate VAT but excluding delivery charges. If not agreed otherwise, such delivery charges must be paid by the Buyer. The respective amount of the added delivery charges depends on the type of shipment as chosen by the Buyer. For further details please see "Delivery Terms" as published by the Seller on its website and as amended from time to time ("**Delivery Terms**").

- 2.2 The Buyer acknowledges that all prices or calculations, including but not limited to price estimates, shown on this website may be subject to typographical errors, printing errors or calculation errors as well as the right of the Seller to price changes.

### 3. Order and Conclusion of a Contract

- 3.1 If the Buyer wishes to purchase a Product through the Seller's website or via phone (hereinafter referred to as the "**Order**"), the Buyer must provide certain information relevant to the Order to the Seller, including but not limited to the credit card number, the credit card verification or other security code, the expiration date of the credit card, the billing address and shipping information of the Buyer. An Order constitutes a binding offer by the Buyer to buy a Product.
- 3.2 Any submission of information by the Buyer through this website is governed by the Seller's Security and Privacy Statement (the "**Privacy Policy**"), and these GTC incorporate by reference the terms and conditions of the Privacy Policy. The Buyer represents and warrants that any information provided by the Buyer in connection with his/her use of this website is true, accurate and complete, and that the Buyer will maintain and update such information as needed in order to keep the provided information true, accurate and complete.
- 3.3 If the Buyer provides any information that is untrue, inaccurate, not current or incomplete, or the Seller has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Seller may suspend or terminate the Buyer's account and refuse any and all current and future use of the website.
- 3.4 The Buyer can either place his/her Order by phone or through the website of the Seller. After the Buyer has placed his/her Order, the Buyer will receive an automatically generated e-mail from the Seller acknowledging that the Seller has received the Order by the Buyer (hereinafter referred to as "**Order Confirmation**"). Such Order Confirmation does, however, not imply that the respective Order of the Buyer has been accepted by the Seller.
- 3.5 Upon the acceptance of the Order by the Seller, the contract on the purchase of the Product(s) is concluded between the Buyer and the Seller (hereinafter referred to as the "**Contract**"). Such acceptance of the Order by the Seller is communicated to the Buyer via an e-mail confirming that the ordered Product has been dispatched to the Buyer (hereinafter referred to as the "**Dispatch Confirmation**"). The Seller will also send a Dispatch Confirmation by mail or e-mail, if the Buyer has placed his/her Order by phone.
- 3.6 If the Seller does not accept the Order of the Buyer or if the Seller cannot execute an Order of the Buyer (e.g., because the Products are currently not available), the Seller will inform the Buyer immediately about the non-acceptance or the delayed execution. Upon the non-acceptance of an Order, the Seller will refund all payments received from the Buyer with regard to this Order.
- 3.7 If the Seller receives an Order of the Buyer on a Saturday, a Sunday, a bank holiday and/or outside the business hours of the Seller, the Seller will process such Order on the next business day.

## 4. Payment Methods

- 4.1 When placing an Order, the Buyer may select from different payment methods provided by the Seller which are:
- (a) Visa Card;
  - (b) MasterCard;
  - (c) bank transfer to the bank account of the Seller held with UniCredit Bank Austria AG, Bank Sort Code 12000 (BIC: BKAUATWW), Account Number [51854037109] (IBAN: AT951200051854037109); or
  - (d) PayPal.
- 4.2 The Buyer cannot combine any of the above payment methods for a single Order.
- 4.3 An Order will only be processed after the Seller has received full payment for the respective Order.
- 4.4 The Buyer is not entitled to set-off any of his/her claims against the claims of the Seller.

## 5. Shipments

- 5.1 The Buyer acknowledges that the Seller does not commence shipment until the Seller has received full payment for the Product(s) to be shipped.
- 5.2 Upon his/her Order the Buyer may select the method of shipment that should be used for the respective Order. The Buyer is obliged to pay all delivery charges.
- 5.3 The Buyer acknowledges that the "Delivery Terms" of the Seller as referred to in these GTC form an integral part of the Contract and the Buyer hereby accepts the Delivery Terms as incorporated in these GTC by reference.
- 5.4 The Buyer acknowledges that once an Order has been prepared for shipment to the Buyer or has been given to a carrier (or to an express mail service), the shipping address for the respective Order cannot be changed.
- 5.5 The title for the Product purchased and the risk of its accidental loss or damage passes to the Buyer on the moment when the products are given by the Seller to a carrier or to an express mail service for delivery to the Buyer.
- 5.6 When a Buyer orders a Product from the Seller for delivery to a Non-EU country, the Buyer may be subject to import duties and taxes, which are levied once the Product arrives in the country of the Buyer. The Buyer shall pay any charges for customs clearance. The Buyer hereby acknowledges that the Seller cannot provide any advice and/or estimation on the applicability of such charges. Furthermore, the Seller cannot be held responsible for Products withheld by customs. **Warning: As customs policies vary from country to country, the Seller recommends that the Buyer contacts his/her local customs office for further information.**

- 5.7 An estimated delivery date is based on the availability of the respective Product, payment processing time, and order consolidation processing time and approximate time of shipment of the Order to the shipment address as given by the Buyer in the Order. In no case such estimated delivery date shall be binding for the delivery or shall constitute a legal obligation of the Seller.
- 5.8 The Seller is entitled to carry out part deliveries of the Products under a single Order by the Buyer. In such cases the delivery charges will be only charged once.
- 5.9 **WARNING: If a Buyer not being a consumer orders Products to be delivered to some country other than Austria, the Seller shall not be deemed as an importer of the products to such country. In such case the Buyer shall be deemed as importer and it is the sole obligation and responsibility of the Buyer to comply with all laws and regulations of the country the Buyer is importing the Products to.** The Seller as a prudent and customer-oriented entrepreneur hereby expressly calls the Buyer's attention to the fact that the Buyer should be fully aware of all laws and regulations including but not limited to possible restrictions for use, sale and/or commercialization of the Products in the country the Buyer imports the Products to, as well as applicable customs regulations.

Nothing in this preceding paragraph shall be interpreted as obliging the Seller to provide the Buyer with advice concerning the import of the Products and/or any restrictions of such import. In no case shall the Seller be liable for any of the Buyer's possible actions/omissions and/or losses and/or damages with regard to the Products imported to any country other than Austria, or connected with such import, or in any other way related thereto. We therefore recommend contacting the local authorities (e.g., the competent authorities for food and health regulations or customs office of the respective country in order to find out any applicable laws and regulations for importing goods).

## 6. Right of Withdrawal

- 6.1 A Buyer being a consumer within the scope of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*) may withdraw from the Contract in writing (i.e., by registered mail, e-mail or by telefax) without giving a reason within a period of seven working days (Monday to Friday) of the receipt of the ordered Products by the Buyer. It is sufficient that the Buyer posts his/her withdrawal on the last day of the seven working days period. A Buyer not being a consumer is not entitled to withdraw from the Contract pursuant to this paragraph.
- 6.2 Any notice of the Buyer with regard to his/her withdrawal from a Contract (see item 6.1) shall be addressed to the Seller, Vision E-shop GmbH, Zeppelinstraße 9, 2401 Fischamend, Austria, Fax no +43 223276233, and shall refer to the purchase order number of the respective Contract as shown in the Dispatch Confirmation.
- 6.3 If the Buyer exercises his/her right of withdrawal, the Buyer shall immediately return all Products under the respective Contract from which the Buyer has withdrawn. The Buyer hereby acknowledges that the Buyer may only exercise his/her right of withdrawal regarding such Products, including but not limited to food supplements and cosmetic products, which are in their original condition and original packaging

(i.e, unused and sealed), unless mandatory law provides otherwise. The return shipment costs are solely born by the Buyer.

- 6.4 Upon receipt of the returned Products, the Seller shall immediately provide for a reimbursement of all sums paid under the Contract by the Buyer, including accrued interests. Such reimbursement will take place via the payment method chosen by the Buyer to pay the Order, unless the Buyer provides the Seller with a bank account to which the refunded payment should be transferred. The Buyer hereby agrees that the Seller shall not be liable for incorrect bank transfers due to misleading or incorrect information on the bank account provided by the Buyer to which the reimbursement should be effected by the Seller.
- 6.5 The Buyer will observe the return conditions as prescribed in these GTC by the Seller. If the Buyer fails to comply with these provisions, the Seller is entitled to refuse the return of the respective Products, including but not limited to the refusal of the reimbursement of the Buyer. Any return of Products from the Seller to the Buyer is carried out at the risk of the Buyer, including but not limited to the risk of a deterioration of the Products during such return.
- 6.6 The Buyer's right of withdrawal is excluded for all Products which were produced by the Seller or Vision according to the specifications of the Buyer.

## 7. Warranty

- 7.1 **Warning: Please note that the Products offered via the Seller's website are no medicine and the Seller does not promise any kind of healing effect of the Products. The Products are not intended to cure any kind of diseases. The information provided by the Seller on this website is for guidance only and it does not constitute medical advice. The Seller strongly advises the Buyer to consult with his/her GP or doctor if the Buyer has concerns about his/her health before ordering any of the Products. If the Buyer already sees a doctor for any condition which requires regular medical checks, and / or if the Buyer is taking medicines or drugs prescribed by his/her doctor and / or if the Buyer has been advised to eat a special diet to treat an illness or medical condition, then the Buyer must discuss the Product the Buyer intends to purchase with his/her doctor before ordering.**
- 7.2 A Buyer not being a consumer within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*) shall closely inspect the Products immediately upon receipt and notify the Seller in writing of any discovered defect. If the Buyer discovers any defects of a Product [which render the proper use of the Product impossible] and which defects could not be discovered at the time of receipt of the Products from the courier, then the Buyer may either
- (a) demand its replacement with a Product of a proper quality. The shipment and replacement of such Product will be executed at any time convenient for the Buyer and at the Seller's expense; or
  - (b) return the Product of improper quality to the Seller and demand the return of the purchase price.

7.3 The Buyer being a consumer within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*) must exercise his/her rights as set forth in item 7.3 prior to the expiration of the serviceable life term or if such term is not indicated within the reasonable term, not exceeding two years.

7.4 **ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.**

## 8. Liability

8.1 The Seller is only liable for damages caused by gross negligence or wilful misconduct. This restriction does not apply for damages to persons. In any case, the Seller is not liable for any misuse of the Buyer's registration password, if such misuse was caused or facilitated by the negligence of the Buyer (e.g., if the Buyer does not keep his/her password confidential).

8.2 In no event shall the Seller be liable for lost profits, loss of good will, loss of third parties or any indirect, consequential or special damages of any kind. This limitation of liability applies only to the extent that is permitted by current mandatory law.

8.3 The Seller does not assume any liability for Vision distributors. Such distributors are independent third party contractors with regard to the Products and are not affiliated with the Seller in any way. The Seller is not responsible or liable for the statements, acts or omissions of Vision distributors, whether through or in connection with this website, "off-line" or otherwise. The Buyer hereby acknowledges and agrees that the Seller has no control over, and is not responsible or liable for, any text, images, or other information or materials published by Vision distributors on their websites.

8.4 The Seller is not able to guarantee that any Product or content on the Seller's website is permissible, appropriate or available for use in locations outside Austria and accessing the Seller's website from territories where its content is illegal or unlawful is prohibited. If the Buyer chooses to access the Seller's website and / or order from it from locations outside Austria, the Buyer does so on his/her own initiative and is responsible for compliance with local laws and import duties or taxes.

## 9. Obligations of the Buyer and the Seller

9.1 The Buyer undertakes:

- to provide necessary personal information for further identification;
- to provide due arrangement of the Order;
- to make full payment for the purchase ordered (including delivery costs) using any of the payment methods;
- to indicate detailed address for the shipment, to accept the delivered Order and to confirm the receipt of the Order.

9.2 The Seller undertakes:

- to sell Products of a proper quality, within the expiry period;
- to consolidate the Order and pass it to a carrier or an express mail service in due time after the Order was fully paid;
- to arrange with a carrier (or an express mail service) for delivery to the address as duly indicated by the Buyer.

## 10. Assignment

The Buyer is not entitled to assign, transfer or sub-license any or all of his/her rights or obligations under the Contract and/or these GTC without the Seller's express prior written consent.

## 11. Force Majeure

Neither the Buyer nor the Seller shall be liable for failure to perform his/her obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither the Buyer nor the Seller is entitled to terminate this agreement in such circumstances.

## 12. Data Protection

- 12.1 The Buyer hereby gives his/her consent to his/her personal data, which was disclosed in the Contract or during the Order, being automatically saved and processed by the Seller in fulfillment of the Contract.
- 12.2 The data, order and account information transmitted to the Seller will be used for the processing of the Order placed by the Buyer. No personal data will be passed on to unauthorized third parties. Customer data is handled subject to the respective rules of the Austrian Data Protection Act (*Datenschutzgesetz*).
- 12.3 The Seller uses the data of the Buyer to offer a better service. In particular, the Seller uses the data for product development and marketing purposes, to communicate with the Buyer, to offer services and to provide information on current services and promotions. The Buyer agrees to the above-mentioned use of his/her personal information and agrees to be contacted by letter or e-mail for marketing purposes. The Buyer may at any time revoke his/her consent by notifying the Seller in writing.

## 13. Intellectual Property Rights, Copyright and Weblinks

- 13.1 This website is owned and operated by the Seller. The content of this website is copyrighted under European copyright laws. Except as stated herein, none of the material on this website may be copied, reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way whatsoever. Subject to the

compliance of the Buyer with these GTC, and solely as long as the Seller has permitted the Buyer to access and use this website, the Buyer may download a copy of any particular materials from this website for his/her own personal, non-commercial use, provided that the Buyer agrees to abide by any copyright notice or other restrictions contained in or applicable to such materials.

- 13.2 "Vision E-shop", "Vision" and the other trademarks, trade names, service marks and logos appearing on the Seller's website are proprietary trademarks of Vision. The use of any of these trademarks or any other content made available through the Seller's website, except as expressly provided in these GTC, is strictly prohibited.
- 13.3 The website of the Seller contains links to other websites which are not under the control of and are not maintained by the Seller. These links are provided for your convenience only and we are not responsible for the content of those sites.

#### **14. Severability**

If any provision of these GTC may be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the other provision of these GTC and shall not affect the lawfulness, validity and enforceability of the remaining provisions of these GTC. These GTC do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the Buyer and the Seller.

#### **15. Waiver of Rights**

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

#### **16. Place of Performance, Governing Law and Jurisdiction**

- 16.1 The place of performance for all obligations under these GTC and/or the respective Contract is Fischamend (Austria).
- 16.2 The contractual relations between the Buyer and the Seller shall be governed by Austrian law excluding its conflicts of law rules and the United Nations Convention on Contracts for the International Sale of Goods. The laws of other states and/or countries shall only be applicable, if the applicability of such provisions is mandatory under the respective jurisdiction of the Buyer.
- 16.3 All disputes arising out of or in connection with the contractual relationship between the Buyer and the Seller, including but not limited to any dispute in relation to these GTC, shall be subject to the jurisdiction of the competent courts in Korneuburg (Austria), unless mandatory law provides otherwise.