

General terms and conditions of business

1. Definitions

- GTC:** These general terms and conditions. Allvital reserves the right to update these terms and conditions as required;
- Allvital:** Allvital Products B.V., registered in the Trade Register of the Dutch Chamber of Commerce (Kamer van Koophandel) under registration number 14067332, with address: Energiestraat 10A, 1d11 AT Naarden, The Netherlands and with VAT identification number N L 8095.06.105B01;
- Consumer:** Any natural person who enters into a legal transaction for purposes which are predominantly outside his or her trade, business or profession;
- Website:** www.allvital.com, including domains forwarded to it.

2. Scope of application and contractual parties

These General Terms and Conditions (GTC) apply to all contracts concluded via the website between you, as an adult consumer (hereinafter referred to as "consumer" or "you") and Allvital. The version of the GTC valid at the time of conclusion of the contract is binding.

3. Conclusion of contract

Our offers are subject to change and non-binding. We reserve the right to make reasonable changes to our offers. Purchase is limited to household quantities and only to persons of legally competent age.

Your order on www.allvital.com constitutes an offer to Allvital to enter into a contract of sale. Ordering from us is done by placing items in the shopping cart, agreeing to the terms of the GTC by clicking the "Proceed to Checkout" button, entering your email address, delivery and payment details and clicking the "Complete order" button at the end of the ordering process.

Allvital confirms receipt of the order immediately by email. This confirmation lists the details of the order. It does not represent a binding acceptance of the order but is only intended to inform you that we have received the order.

Only with the acceptance of the offer by Allvital is the purchase contract concluded and a claim for delivery of the goods arises. The acceptance of the offer takes place by Allvital sending the shipping confirmation to the email address provided by you. You can view your past orders in your customer account if you have registered such an account. The registration of a customer account is not a prerequisite for ordering.

4. Prices

For orders, the prices listed for the products at the time of the order in Euro (EUR) or Swiss Francs (CHF) apply. All prices quoted include the statutory value added tax and do not include shipping costs. Additional costs for any express or special deliveries will be charged separately.

5. Delivery conditions

Allvital delivers exclusively to the following countries: Austria, Belgium, Czech Republic, France, Germany, Hungary, Italy, Liechtenstein, Luxembourg, Netherlands, Slovenia, and Switzerland.

As a rule, our delivery times are 2 to 5 working days for deliveries within the European Union (EU) and 4 to 6 working days for deliveries to Switzerland and Liechtenstein. If the delivery is delayed or if the order cannot be completed or can only be completed in part, you will be notified of this. In this case, you have the right to withdraw from the contract at no cost. Should the goods not be available due to force majeure or product discontinuation – or should Allvital not be able to procure the ordered products under reasonable conditions and should these circumstances occur after conclusion of the contract and are not the responsibility of Allvital – Allvital shall be released from the obligation to deliver. Should events occur which make delivery considerably more difficult or impossible for Allvital – for example strikes, lockouts, official orders or similar – Allvital shall not be responsible for delays even in the case of bindingly-agreed deadlines and dates.

The place of delivery is the address you specified when placing your order. If you are not available to take receipt of the delivery it will be deposited either in a DHL parcel shop (DHL delivery) or at the local post office (Swiss Post delivery). You will receive a DHL email or a pick-up slip from Swiss Post to indicate that your parcel is ready for collection. The collection period is approx. 7 days, after which the parcel is automatically returned. For a second delivery attempt we charge the additional shipping costs.

6. Terms of payment

For orders, we offer payment options by credit card (Visa and Mastercard), iDeal, PayPal, Postfinance and invoice. We reserve the right to exclude payment on account for new customers. If you pay by credit card, your credit card account will be charged immediately after the order is completed. Please be aware that we only accept payments from accounts within Switzerland and the EU. In no case do we bear the costs of a money transaction.

All information that you provide on our website is held in a protected area. We use the SSL procedure (Positive SSL certificate from Comodo), considered to be extremely secure worldwide, to encrypt your data. Both credit card data and bank details you have entered are therefore securely protected from access by third parties.

The invoice will be sent together with the package. You must pay the amounts due within 10 days of receipt of the invoice. If you are in default of payment, Allvital reserves the right to charge interest on arrears at the statutory rate as well as the right to reimbursement of the necessary and appropriate reminder and collection costs.

You are obliged to report errors in the payment details to Allvital immediately.

7. Retention of title

Allvital reserves the right of ownership of the delivered products until all amounts invoiced by Allvital, including interest and costs, have been paid in full.

8. Right of withdrawal

You have the right to withdraw from the purchase contract within a period of 14 days without providing reasons. The period begins on the day on which you, or a third party named by you and who is not the carrier, have taken possession of the goods. If you have ordered several items as part of a single order and the goods are delivered separately, the period begins with receipt of the final item. For the timeliness of the withdrawal, it is sufficient if the withdrawal notice is sent within this period.

To exercise your right of withdrawal, you must inform Allvital of your decision to withdraw from the purchase contract. The revocation can be made in any form (e.g. letter, telephone, fax or e-mail). You may use the cancellation form enclosed in the package for this purpose, but it is not mandatory.

You must return the goods to Allvital at the latest within 14 days from the day on which you have informed Allvital of the revocation - unopened and in perfect condition. The deadline is met if you send the goods before the expiry of the period of 14 days.

In the event of a valid cancellation, we will reimburse you for any payments you have made (excluding the cost of returning the goods) within 14 days of the day on which we receive notification of your cancellation of the purchase contract. We may refuse to refund you until we have received the goods back. For this repayment, we will use the same means of payment used in the original transaction, unless expressly agreed otherwise with you. We will not charge you any fees for the repayment.

The costs for the return shipment in case of a defect are to be met by us. In the case of a defective product, please contact our customer service.

Please be aware that we do not grant a right of withdrawal for the following products: Sealed goods that are not suitable for return for reasons of health protection or hygiene and whose seal has been removed after delivery. Likewise, no products that have been partly consumed can be taken back due to product incompatibility.

9. Complaints

Complaints regarding the performance of the contract must be submitted to Allvital within 14 days after the consumer has discovered the defects, with a full and clear description. Complaints received by Allvital will be answered within 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, Allvital will respond within the period of 14 days with the confirmation of receipt and an indication of when the consumer can expect a more detailed reply from Allvital. If the complaint cannot be resolved by mutual agreement, an arbitrable dispute will follow.

10. Dispute resolution

The EU Commission has created an internet platform for online dispute resolution. The platform serves as a contact point for the out-of-court settlement of disputes regarding contractual obligations arising from online sales contracts. More information is available at: <https://ec.europa.eu/consumers/odr>. Allvital is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

11. Liability

In the event of a breach of contractual obligations, Allvital shall only be liable for damage resulting from intentional or negligent conduct. Allvital's liability for damages due to improper performance shall in no event exceed the net invoice amount of the products concerned.

12. Copyright

All images, photos, films, and texts published on the Allvital website are protected by copyright. Their use is not permitted without the express prior written consent of Allvital.

13. Information on data processing

You give your consent that Allvital will process the personal data included in the purchase contract as a part of the purchase contract processing. You can find more information about the handling of your personal data in our data protection declaration.

14. Severability

Should one or more provisions of these GTC be void or legally ineffective, the remaining provisions shall continue to apply. In this case, void or legally ineffective provisions shall be replaced by legally effective ones which come as close as legally possible in their commercial effects to those of the ineffective ones.

15. Applicable law

These GTC are governed by Dutch law. All disputes between the consumer and Allvital shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.

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