



## Terms and Conditions for End Customers

### **1 Scope**

(1) The following Terms and Conditions form an integral part of any contract between SANUSLIFE® INTERNATIONAL GmbH, Luigi-Negrelli-Str. 13C, I-39100 Bolzano, Italy, email: info@sanuslife.com (hereinafter: VENDOR) and the customer.

(2) The VENDOR sells high-quality products in the areas of healthcare and drinking water optimization (hereinafter: goods) via its online store. The VENDOR provides its services solely on the **basis** of these Terms and Conditions, which may be consulted on this website at any time and which will be emailed to the customer on conclusion of a contract.

(3) Should you have any cause for complaint, you can contact us using the details given in subsection (1).

### **2 Conclusion of a contract**

(1) The presentation of the goods in the online store does not in itself constitute a binding offer on the part of the VENDOR.

(2) The customer may freely choose from our range by registering as a "FREE user" (by providing an email address, a delivery and invoice address, contact details), confirming the Terms and Conditions and the information provided on the right to cancel and on data protection, and then placing goods in the cart by clicking the shopping cart icon. The customer may empty the cart at any time by adjusting the quantity of the products. These changes can be made using a mouse or keyboard. By clicking the "PAYMENT" button, customers will be forwarded to a page where they can choose the shipping method and will be provided with information on the method of payment. By clicking the "CONTINUE" button, customers will be forwarded to a page where they can review and complete their order. In the event that customers wish to modify their order at this stage, they can go back using the link "Back to Cart". If no more changes are to be made to the order, the order process can be completed and a binding order placed by clicking the button labeled "COMPLETE ORDER AND PAY". The customer will be notified of the receipt of the order immediately on completion of the order process. The VENDOR will store the order and the details entered by the customer in accordance with the attached privacy policy. In addition, customers will also receive details of their order by email.

(3) Customers will be informed of the receipt of their order by email. This order confirmation also constitutes acceptance of the contract of sale by the VENDOR.

### **3 Privacy policy**

The VENDOR's privacy policy can be viewed [here](#).

### **4 Delivery and shipping conditions / shipping costs**

(1) Goods will be shipped to the delivery address provided by the customer unless otherwise agreed. The delivery address provided by the customer when placing the order shall be authoritative for processing the transaction.

(2) Goods will be shipped within the following periods: Italy: 1-3 days; rest of the EU: 3-6 days. The delivery periods shall commence on the day following receipt of payment by the VENDOR.

(3) The VENDOR does not ship goods outside the EU. Goods can only be shipped outside the EU in collaboration with a SANUSLIFE partner (TRADING partner) if this is expressly stated on the relevant product information page. Further information on shipping can be found in the shipping conditions: <https://sanuslife.com/eng/pages/display/shipping-conditions>

(4) If the VENDOR incurs additional shipping costs due to an erroneous delivery address or erroneous address details or a failure to accept or collect a delivery, these costs shall be paid by the customer unless these circumstances are beyond the customer's control.

### **5 Conditions of payment: prices**

(1) The purchase price shall be payable immediately on conclusion of the contract. The following options for payment are available to customers:



### *Credit card*

When placing an order, the customer can pay by means of a valid credit card (VISA or Mastercard) by entering the card details. Credit card payments are processed in collaboration with Stripe Payments Europe, Ltd., who are assigned the VENDOR's claim to payment. Upon assignment, payment in discharge of the customer's obligations can only be made to Stripe Payments Europe, Ltd. Stripe Payments Europe, Ltd. will debit the invoice amount to the credit card account provided by the customer. The credit card will be charged upon dispatch of the order confirmation. If the chosen method of payment is by credit card via Stripe Payments Europe, Ltd., the VENDOR remains responsible for general customer enquiries and cancellation notices. The terms and conditions of Stripe Payments Europe, Ltd. can be viewed at <https://stripe.com/de/legal>.

### *Bitcoin*

The VENDOR accepts bitcoin as a means of payment. When paying with bitcoins, the customer shall transfer the amount shown in the online store to the VENDOR's wallet. The VENDOR asks customers to note that bitcoin payments must be made using the QR code generated; otherwise the VENDOR will not be able to allocate the payment made to the correct customer.

### **SANUSCOIN**

The VENDOR accepts **SANUSCOIN** as a means of payment in selected countries where this will be visible in the **SANUSSTORE**. When paying with **SANUSCOIN**, the customer shall transfer the amount shown in the online store to the VENDOR's wallet. The VENDOR asks customers to note that **SANUSCOIN** payments must be made using the QR code generated; otherwise the VENDOR will not be able to allocate the payment made to the correct customer.

### *Purchase on account (Billpay)*

When making a purchase on account, the invoice amount shall be due for payment to our external partner, Billpay GmbH, on the date stated on the invoice (20 calendar days after the date of the invoice). Purchase on account is not available for all products and is conditional on a successful credit check by Billpay GmbH. If following a credit check a customer is permitted to make a purchase on account of certain products, the payment will be processed in collaboration with Billpay GmbH, who are assigned the VENDOR's claim to payment. In that case, payment in discharge of the customer's obligations can only be made to Billpay GmbH. In the case of a purchase on account via Billpay, the VENDOR remains responsible for general customer enquiries (e.g., concerning the goods, delivery times, shipping, returns, complaints, notices and dispatch of cancellations or credits). The terms and conditions of Billpay GmbH shall have effect.

### *Installment purchase (PayLater)*

For installment purchases, the special terms and conditions for installment purchases shall have effect. Where and to the extent that the special terms and conditions for installment purchases are at variance with these general terms and conditions, the special terms and conditions for installment purchases shall take precedence. The special terms and conditions for installment purchases may be viewed here: <https://www.billpay.de/s/agb/pl/f1f9159832c6e9490000007570.html>

### *PayPal*

When paying by PayPal, the payment is processed by the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter "PayPal") in accordance with the PayPal user agreement, which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or – if the customer does not have a PayPal account – in accordance with the conditions for payments without a PayPal account, which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

### *Bank transfer*

The customer can pay by bank transfer if his order has a value of at least 1.000,00 € (the order must contain only **SANUSLIFE** products and e.g. no STORE Partner products) and the customer is established in the EU.

(2) All prices are total prices including statutory sales tax but excluding shipping costs.



## **6 Retention of title**

The goods shall remain the property of the VENDOR until paid for in full.

## **7 Information on cancelations**

### **Right to cancel**

You have the right to cancel this contract within fourteen days without giving reasons.

This period of fourteen days shall commence on the date on which you or a third party nominated by you, who is not a carrier, have/has taken possession of the goods.

To exercise your right to cancel you must inform SANUSLIFE INTERNATIONAL GmbH, Luigi-Negrelli-Str. 13C, I-39100 Bolzano, Italy, email: info@sanuslife.com, phone +39 0471 979 998, of your decision to cancel this contract by means of an unequivocal statement (e.g., a letter sent by mail or an email). You can use the attached sample cancelation form for this purpose, but its use is not mandatory.

To make a cancelation within the specified period, it will be sufficient if you send your notice of exercising your right to cancel before the expiration of the notice period.

### **Consequences of cancelation**

If you cancel this contract, we must return any payments we have received from you including the delivery costs (with the exception of any additional costs resulting from your having chosen a different delivery method than the inexpensive standard delivery offered by us) to you immediately and no later than fourteen (14) days from the date on which we received your notice of canceling this contract. For this repayment we will use the same method of payment used by you for the original transaction, unless expressly agreed otherwise; where the means of payment chosen was BTC or SAC, the same amount in BTC/SAC will be transferred back to you that you transferred to SLI, irrespective of any changes to the currency exchange rate in the intervening period. In no event will you be charged any fees for this repayment. We can withhold repayment until the earlier of the goods having been returned to us or your providing evidence of having shipped the goods.

You must return or hand over the goods to us immediately and in any case no later than within fourteen (14) days of the date on which you notified us of canceling the contract. The deadline shall be deemed to be met if you dispatch the goods before the expiration of the fourteen (14) day period.

The direct costs for returning the goods shall be met by you.

You will only be liable for any loss of value of the goods if such loss of value can be attributed to your handling the goods in a way not required for checking their quality, properties and functioning.

No right to cancel shall apply to the following contracts:

Contracts for the delivery of sealed goods not suitable for returns for reasons of health protection or hygiene, if their seal has been broken after delivery.

### **Cancelation form**

(If you wish to cancel the contract, please fill out this form and return it to us)

To: SANUSLIFE INTERNATIONAL GmbH, Luigi-Negrelli-Str. 13C, I-39100 Bolzano, Italy, email: info@sanuslife.com, phone +39 0471 979 998

I/we (\*) hereby cancel the contract entered into by me/us for the purchase of the following goods:

Ordered on ( \_\_\_\_\_ ) / Received on ( \_\_\_\_\_ )

Name of consumer(s) \_\_\_\_\_

Address of consumer(s) \_\_\_\_\_

Signature of consumer(s) (for hard copy notices only) \_\_\_\_\_

Date \_\_\_\_\_



## **8 Liability for defects / restriction of liability**

(1) The customer enjoys a statutory right to hold us liable for defects. Statutory provisions regarding liability for defects shall have effect unless otherwise provided for by the following restrictions of liability in relation to damages.

(2) Except in cases of injury to life and limb or health or of breach of essential contractual obligations (handover and transfer of goods), the VENDOR shall be liable only for damage caused by intentional or grossly negligent behavior on the part of the VENDOR. This also applies to indirect consequential damage such as, in particular, loss of profit.

(3) Further, the VENDOR shall be liable for any slightly negligent breach of essential obligations whose breach imperils attaining the object of the contract, or for breach of duties whose fulfilment is fundamental to the due performance of the contract and whose observation is reasonably expected by the customer. In this event, however, the VENDOR shall only be liable for foreseeable damage typical for the contract. The VENDOR shall not be liable for slightly negligent breach of any duties other than those aforementioned. The aforementioned restrictions of liability shall not apply in case of injury to life and limb or health, to defects following acceptance of a warranty for the quality of the product or to defects fraudulently concealed. Liability under the Product Liability Act shall remain unaffected.

(4) Where the VENDOR's liability is excluded or restricted, this shall also apply to the personal liability of its employees, representatives and agents.

## **9 Applicable law; venue for legal disputes; language of contract**

(1) Any disputes arising in connection with initiating, performing or processing the contractual relationship between the VENDOR and the customer shall be governed exclusively by the law of the VENDOR's domicile, unless mandatory consumer protection provisions of the country in which the customer is ordinarily resident take precedence. The CISG shall not apply.

(2) The venue for legal disputes and place of fulfillment shall be the VENDOR's domicile if the customer is a merchant, a legal entity under public law or a special fund under public law.

## **10 Severability**

Should individual provisions of these T&C be partially or wholly invalid, the remainder of the T&C shall remain valid.

## **11 Information on dispute resolution**

(1) An online platform for resolving disputes out of court (ODR platform) is made available by the European Commission at <http://ec.europa.eu/odr>.

(2) The VENDOR shall make every effort to resolve any disputes arising from the contractual relationship in an amicable way. However, the VENDOR shall not participate in a process at a government-approved consumer arbitration service. Legal action is possible at any time. You are welcome to contact us at any time at [info@sanuslife.com](mailto:info@sanuslife.com).

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