

# TERMS OF SALES

## FEELIGREEN

<http://www.feeligold.fr>

*Version in force since 1 November 2015*

### **BETWEEN :**

**The FEELIGREEN Company**, a limited company with a Board of Directors with capital of 37,000.00 euros, registered with the Trade and Companies Register under number GRASSE 538 799 370, having its registered office at 25 allée Pierre Ziller, 06560 Valbonne - Sophia Antipolis, France, represented by Mr. Christophe Bianchi, its Chairman, duly authorized for the purposes hereof,

**Hereafter "FEELIGREEN"  
ON ONE HAND**

### **AND :**

**An individual who**, as an individual, has, after careful consultation and approval of the Terms and Conditions available at the following URL [http://feeligold.com/legal/Licence\\_FEELIGREEN\\_FR\\_1.0.pdf](http://feeligold.com/legal/Licence_FEELIGREEN_FR_1.0.pdf) and these Terms of Sale, as obliged i before any decision on his own account, subscribed to one of the products or services offered by FEELIGREEN on its Websites.

**Hereinafter called the "Client"  
ON THE OTHER HAND**

## **1 OBJECT OF THE CONTRACT - SCOPE**

### **1 Object**

The purpose of these terms and conditions (**hereinafter the "Conditions"**) is to define the technical, legal and financial conditions under which FEELIGREEN undertakes to provide the Products to the Client.

The Parties agree to apply and interpret this Agreement in good faith and attempt to resolve any difficulties of application or any dispute amicably and in a spirit of conciliation.

### **2 Scope**

These Terms apply to the order process on the Website [www.feeligold.com](http://www.feeligold.com), to any commencement of use of the services offered on the Website and / or to all sales concluded by FEELIGREEN products from the Website to Clients, whether private individuals or professionals, whatever the terms may appear on the Client documents, and in particular conditions of purchase, unless approved by written acceptance from FEELIGREEN, and concern all Products marketed by FEELIGREEN.

The fact that FEELIGREEN does not prevail at a given time of any of these terms shall be not be construed as a waiver to any of those terms and conditions.

### **3 Acceptance**

These Terms, and FEELIGREEN tariffs, are expressly approved and accepted by the Client, who declares and admits having a perfect knowledge, and gives up, thereby to invoke any contradictory document, including its own terms of purchase.

These Terms are binding for all purchases made by the Client and until such time as new Terms supersede herein.

### **4 Evolutions**

FEELIGREEN reserves the right to modify these Terms, according to the technical development of the Website <http://www.feeligold.com> or its products offerings, or because of the changes in legislation, in its sole discretion. If essential points touching on the delivery of products come to be modified, the Client will be asked, for any new order, to read and approve said new Terms.

In general, use of the Website as well as the sale of Products to Client are always subject to the latest version of the Terms of Usage and Terms of Sales posted on the Website and accessible to the Client at the time of use. It is the Client' responsibility to consult, whenever necessary, the GTC, available on both the public part of the Website and in the area reserved for each Client.

### **5 Territory**

This Website is open to all countries of the world, but the Products are delivered solely in France (mainland + overseas), and Europe.

In the event that this Website, the products it offers or how they would be offered in whole or part, is deemed illegal under national law of the Client residence, it is the Client's responsibility to give up access from that territory or access from other jurisdictions where they are deemed legal. The Client who chooses to access the platform <http://www.feeligold.com> from a jurisdiction where it is deemed illegal in whole or part is deemed of his own initiative, at his own risk and will be responsible to assume the consequences of the application of rules of public order in his country of residence, and cannot attribute responsibility to FEELIGREEN.

### **6 Violation**

Any violation of these Terms authorizes FEELIGREEN to deny the infringing Client the benefit from the products issued from the Website, or any affiliate under the responsibility of FEELIGREEN, close any account and deny access the one of its Websites, without prejudice to the compensation which may be claimed to the author of the violation by FEELIGREEN.

## 7 Evidence Convention - Notifications

Except as otherwise provided herein, the parties expressly agree that exchanges between them may be made by any means, including by e-mail to the e-mail addresses identified in their correspondence, on the Website for FEELIGREEN, as part of his registration on the Website for the Client, or in any other document.

Client acknowledges that the records and logs (including any login information) made on the Website (hereinafter the "Electronic Documents") will provide full proof between the Client and FEELIGREEN. Thus, the Electronic Documents (including their date and time) shall be considered as conclusive proof between the Parties in the event of a claim or dispute.

The Client therefore acknowledges in its contractual relationship with FEELIGREEN, the validity and the evidential force of e-mails, login records and data modification records, as well as their reproductions on microfiches, optical or magnetic disks, saved by FEELIGREEN will be considered as conclusive proof by the Client.

## 2 DEFINITIONS

The terms defined below, whether in the singular or plural, will in these Terms have the following meanings:

- **Client:** any natural person who created Client Account on the Website and that connects to the Website in order to acquire Products sold by FEELIGREEN via the Website;
- **Client Account:** account created by FEELIGREEN for each Client, before his Order, in accordance with the procedure described in the Terms of Usage and allowing the Client to place an Order;
- **Data :** all information submitted by the Client, including in its Client Account, under his full and entire responsibility and appearing on the servers of FEELIGREEN;
- **Order:** any act of purchase of Products performed by Client from FEELIGREEN identifying the nature and number of Products ordered;
- **Products:** all the products sold by FEELIGREEN on the Website <http://www.feeligold.fr> ;

- **Terms of Usage:** all the terms and conditions under which FEELIGREEN makes the Website available to the Client and allows him to use it;
- **Website:** the Internet Website accessible at this URL : <http://www.feeligold.fr>;

### **3 CONDITIONS OF ACCESS TO SERVICES AND WARNINGS**

The Products available on the Website are exclusively for persons over 18 years. People under 18 years old are required not to make any purchase on the Website.

The Client wishing to subscribe or make an Order on the Website must be in full knowledge of his health condition. Clients with excessive thinness or being pregnant should refrain from using the Products and Services of the Website.

Clients with specific diseases (renal, heart diseases, diabetes...) must be careful about the use of Products of the Website. They will be responsible of withdrawing from the Products any component that may cause them any trouble whatsoever.

The Client expressly acknowledges that the use of cosmetics is an individual experience, that its effects can therefore not be accurately determined beforehand, that they are not bound by any obligation to produce results and that the evidence contained in the Website only reflect individual experiences.

Similarly, the Client acknowledges that the information provided by the Website cannot replace the practice of physical exercise, nor be confused with medical follow-up nor medical consultation nor psychological consultation.

In case of any doubt about his health condition or possible medical contraindications, the Client agrees to consult a doctor before any Order on the Website.

The photographs appearing on the Website, to illustrate the situation before / after the use of the Products, were conducted from real testimonials from clients, and are not intended to represent reality, but only to illustrate the results that the Client could potentially get through the regular use of Products .

### **4 PROCESS OF PURCHASE**

#### **1 Placing an Order**

Once the Client Account is created on the Website, according to the procedure described in Article 3 of the Terms of Usage, the Client can chose the Products he wants and order directly online.

Once the choice of Products is validated, the Client must accept the current Terms of Sales and provide all the necessary information for shipment of the Product:

- Names,
- First names
- Full delivery address,
- Phone number,

He must then provide his credit card information, enabling secure payment of his order:

- Credit card holder's name,
- Credit card number (16 digits),
- Date of expiry,
- Virtual Cryptogram code on the back of the credit card.

For any issue related to the bank account of the Client (payment declined, wrong address...) FEELIGREEN reserves the right to block the Client's Order until the issue is solved.

Once payment is made, the Client will receive provided a confirmation email summarizing his order.

## **1 Shipment - Delivery**

Deliveries are made in France and Europe.

The Products are shipped within thirty (30) days from the order confirmation email to the Client.

Once the products shipped, delivery will be made at the address specified by the Client by post (within 3 days).

If the Client wishes to be delivered in different places, he must place as many Orders as places of delivery and pay the associated delivery charges.

In case of return of the parcel to the sender for any impossibility of delivery, a participation fee of € 20 will be requested to re-send the parcel.

## **2 Withdrawal period**

In accordance with Article L.121-21 of the French Consumer Code, from the receipt of the Products, the Client has a period of fourteen (14) days to exercise his right of withdrawal, by sending the form available on the Website by registered mail with return receipt to the following address: FEELIGREEN – 25 allée Pierre Ziller - 06560 Valbonne - Sophia Antipolis - France.

No order cancellation will be accepted if the procedure is not followed.

The Client must return the goods to FEELIGREEN no later than fourteen (14) days after sending his decision to withdraw. He will have to pay only the direct costs of returning goods, as FEELIGREEN will not pay for these costs.

FEELIGREEN then has a period of fourteen (14) days to refund the Client after the written notification of the cancellation.

However, FEELIGREEN will not reimburse the Client in the following cases:

- Quantity of returned Products is lower than in the Order;
- Open Products;
- Products already consumed;
- Products whose security ring is no longer entirely sealed;
- Products or packaging damaged, making them unsuitable for sales;
- Products not preserved under the conditions mentioned on the packaging.

## **5 PRICING CONDITIONS**

### **1 Rates**

Prices, firm and not subject to revision, are the ones displayed on the Website on the day the Order is placed by the Client.

Product prices are quoted in Euros all taxes included. They take account of VAT and of any discounts applicable on the date of the Order.

Product prices are exclusive of delivery charges. The cost of delivery is specified on the Website and reminded to the Client on his purchase order before confirming the Order.

If one or more taxes or contributions were to be created or modified, up or down, this change would be reflected in the price of Products on the Website and on the various sales materials.

However, a price cannot be changed once the Client's Order is validated.

### **2 Payment terms**

Orders can be paid by credit card only.

To this end, the Client authorizes FEELIGREEN to charge against his credit card the amount indicated when placing the Order.

FEELIGREEN guarantees to provide the Client with secured payments and that all necessary agreements have been made with industry professionals to this aim.

## 6 WARRANTIES AND DISCLAIMERS

### 1 On a principal basis

Products sold by FEELIGREEN are manufactured by FEELIGREEN and / or partner laboratories. FEELIGREEN offers the Client a guarantee of quality and compliance with regulations applicable to devices and cosmetics in the countries where the Products are delivered.

FEELIGREEN also ensures that products have been subject to controls and tests by the partner laboratories, and before being placed on the market.

Therefore, FEELIGREEN guarantees:

- i the compliance of its Products, in accordance with articles L. 211-4 and following of the French Consumer Code,
- ii Client against all vices of its Products within the meaning of Article 1641 of the French Civil Code.

Pursuant to Article L. 211-9 of the French Consumer Code, the Client acknowledges that, given the nature of the Products sold by FEELIGREEN, repair in case of non-compliance or defect may be impossible. Depending on the nature of the Product that is not compliant that has a defect, FEELIGREEN will decide unilaterally whether such Product must be repaired or replaced, under the following conditions:

- The Client sends a claim to FEELIGREEN at the following address:  
[sav@feeligold.fr](mailto:sav@feeligold.fr)
- FEELIGREEN then sends back a return coupon to the Client, so that the Client can send back the Product that he deems defective,
- Upon reception of the Product and of the return coupon, FEELIGREEN then decides if the claim may lead to repair or replacement :
- If the returned Product is actually defective, FEELIGREEN will trigger the procedure for repair or replacement
- If the Product cannot be repaired, FEELIGREEN sends to the Client a new Product,
- If the Product may be repaired, FEELIGREEN will repair it at its own expense and will return the repaired product to the Client.
- If the product sent back by the Client is objectively not defective, FEELIGREEN shall not be required to repair or replace the Product. In this case, FEELIGREEN will send back the product to the Client

In any event, the responsibility of FEELIGREEN can not be sought by the Client in the following cases:

- Products do not match with Client needs;

- Prejudice suffered by the Client as a result of improper use of the Products;
- Client did not check, before the order and throughout the use of products, his own health condition or whether he is allergic to any of the Product components.

## **6.2. On a subsidiary basis**

As some countries and jurisdictions do not allow the exclusion of implied warranties or the limitation of the duration of implied warranties, the above limitations may not apply in whole or in part to certain cases where such restrictions are prohibited by the rules public order. In only these assumptions, the total liability of FEELIGREEN will be limited to the amount that the Client actually paid under the orders causing the damage pleaded and judicially recognized as established under the application of the public policy rules.

## **7 INTELLECTUAL PROPERTY**

FEELIGREEN owns and retains ownership of all intellectual property rights relating to Products and Services purchased by the Client, including particular expertise, methods, copyrights and patents, with or without accompanying software, as well as bearing rights to their designs (designs) or the names under which they are marketed (brands).

As such, the Client is expressly informed and acknowledges that the Products and Services marketed by FEELIGREEN are in particular protected by two patents registered with the World Intellectual Property Organization under numbers WO2015107090 and WO2015107090.

None of the provisions of these Terms of Sales shall be construed as an assignment or license of one of these rights to the Client. Indeed, the latter has only the right to use for its own account the Products and Services provided, but in any event, the Client guarantees FEELIGREEN against any infringement of rights above-mentioned.

## **8 FORCE MAJEURE**

### **8.1. Principle and definition**

Neither Party shall be held responsible to the other for failure to perform or delay in performing an obligation under this Agreement which would be due to a force majeure within the meaning of Article 1148 of the French Civil Code.

As examples, the following situations are particularly considered as force majeure or unforeseeable circumstances beyond those usually retained by the jurisprudence of French courts and tribunals: blocking of telecommunications, including telecommunications networks, total or partial strike, lock-out , riot, civil disturbance, insurrection, civil or foreign war, nuclear risk, embargo, confiscation, capture or



destruction by any public authority, bad weather, epidemics, blockage of transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes in forms of marketing, computer failure, every consequence of a technological evolution, not predictable by FEELIGREEN, standards and regulatory changes and any other event that would be unpredictable, irresistible and beyond the control of the Parties preventing normal execution of their reciprocal obligations.

## **8.2. Implementation**

In the case of force majeure, the obligations of this Agreement shall be suspended. If the force majeure continues for a period over one month, the present Terms of Sales could be canceled, with a relative effect, by either Party upon receipt by the other Party of a registered letter.

## **9 INFORMATION - CLAIM**

Any complaint or request for information on the products, should be addressed to FEELIGREEN through the Website by referring to the "Contacts", by writing to the email address [sav@feeligold.fr](mailto:sav@feeligold.fr), by calling the +33 800 746 547 or by post to the following address:

**FEELIGREEN**  
25 allée Pierre Ziller  
06560 Valbonne - Sophia Antipolis  
France

The response to the complaint will be within 30 days by post if the Client expressly requests so.

If at the end of this period, the Client is not satisfied, he can make a second request by registered letter with acknowledgment of receipt. The processing of the claim shall not exceed the period of one (1) month from receipt of the registered letter.

In all correspondence, postal or electronic, addressed to FEELIGREEN, the Client agrees to mention his full name, company name, email address, subject of the request, enclosing a copy if any, and his identifier in order to allow his identification and the treatment of his requests. Incomplete applications will not be processed by FEELIGREEN.

## **10 GENERAL PROVISIONS**

### **10.1. No Waiver**

The fact that FEELIGREEN does not prevail at a given time of any of these terms and / or tolerates a breach by the other party to any of the obligations under these

Terms of Sales shall not be construed as a FEELIGREEN waiver to take advantage later of any of the other obligations.

### **10.2. Divisibility**

The invalidity of any provision of these Terms, including pursuant to any law, regulation or following a decision of a competent court does not result in the nullity of the other clauses which retain their full effect and scope.

### **10.3. Title**

The titles of articles are only intended to facilitate references and have no contract value or particular significance.

## **11 APPLICABLE LAW AND JURISDICTION**

These Terms of Sales are exclusively governed by French law to the exclusion of any other legislation, even for resident or national Clients from foreign countries. The official language of these Terms of Sales is French. The use of any other language is indicative only. In case of difficulty of interpretation, the Parties will refer only to the French text.

All disputes relating to these Terms shall be submitted, before any court action, to a conciliator, both Parties hereto designating their own unless they agree on the choice of a common one.

To this end, in case of dispute, either Party notifies the other by registered letter with acknowledgment of the name of the proposed conciliator; the other Party then has thirty (30) days to notify its own proposed conciliator; failure to reply within this period will be worth agreement of the second Party on the conciliator chosen by the former.

If proven fault of the Party in the receipt or withdrawal in the post office of a notification by registered letter with acknowledgment of receipt, notification may be made by any means.

Within a maximum period of three months from their appointment (s) conciliator (s) shall endeavor to settle the problems that will be submitted to them and accepted by the Parties an amicable solution.

Whatever the outcome of that amicable conciliation, there will be the drafting and signing by the / the conciliator (s) of a record of conciliation or non-conciliation.

Failing such agreement in a timely manner, and subject to production of said record of non-conciliation, the dispute will be brought to the attention of the commercial court of the seat of FEELIGREEN the day of the summons, which must imperatively observe the production of said regularly signed minutes for the purpose of judging the dispute.

This clause applies unless provision of public order otherwise and without this might prejudice the rights FEELIGREEN prosecute against anyone who violated his rights to a court that would have jurisdiction in the absence of the above-mentioned clause.

#### **EXTRACT FROM CONSUMER CODE**

**. Article L121-17-I** -Préalablement the conclusion of a contract of sale or provision of services, professional communicates to the consumer, in a legible and understandable manner, the following information:

1. The information provided for in Articles L. 111-1 and L. 111-2;
2. When the right of withdrawal exists, the conditions, the time and manner of exercise of this right as well as the standard form of withdrawal, the terms of presentation and information contained therein is fixed by decree of the Council 'State ;
3. If appropriate, the fact that the consumer bear the costs of returning the goods in case of withdrawal and, for distance contracts, good returning cost when the latter, because of its nature, can not normally be returned by mail;
4. Information on the consumer's obligation to pay a fee when he exercises his right of withdrawal from a contract to provide services, water distribution, supply of gas or electricity and subscription to a district heating network which he expressly requested the performance before the end of the withdrawal period; these costs are calculated in the manner laid down in Article L. 121-21-5;
5. When the right of withdrawal may be exercised pursuant to Article L. 121-21-8 of the information that the consumer does not benefit from this right or, where appropriate, the circumstances in which the consumer loses his right of withdrawal;
6. Information on the professional details, as appropriate to the cost of using the distance communication technique, the existence of codes of conduct, where applicable securities and guarantees, the termination provisions, the modes of dispute settlement and other contractual conditions, including the list and content are fixed by decree of the State Council.

**Art. L. 111-1** - Before the consumer is bound by a contract of sale of goods or provision of services, professional communicates to the consumer, in a legible and understandable manner, the following information:

1. The essential characteristics of the good or service, given the communication medium used and the good or service;
2. The price of the good or service, pursuant to Articles L. 113-3 and L. 113-3-1;
3. In the absence of immediate execution of the contract, the date or period to which the trader undertakes to deliver the goods or perform the service;
4. Information relating to its identity, its postal, telephone and email contact details and activities, provided they are not apparent from the context and, if appropriate, those relating to legal guarantees, functionality of digital content and, where appropriate, its interoperability, the existence and implementation details of any guarantees and other contractual conditions. The list and the precise content of such information shall be fixed by decree of the State Council.

**Art. L. 111-2** - In addition to the particulars provided for in Article L. 111-1, any professional before entering into a contract to provide services and, where there is no written contract before the execution of the services, provides consumers, or communicates, in a legible and understandable manner, additional information relating to its coordinates in its delivery business services and other contractual conditions, including list and content are fixed by decree of the State Council. This decree specifies those of the additional information is not provided at the request of the consumer.

**Art. L. 121-18-2** - The professional may not receive any payment or any compensation in any form whatsoever from the consumer before the expiry of a period of seven days from the contract out establishment.

**Art. L. 121-21** - The consumer has a period of fourteen days to exercise his right of withdrawal from a distance contract, following a telephone solicitation or off-premises, without having to explain its decision or support other costs than those provided for in Articles L. 121-21-3 to L. 121-21-5. Any clause whereby the consumer abandons his right of withdrawal is zero.

The period mentioned in the first paragraph of this Article shall run from the day:

- 1 From the contract for service delivery contracts and those referred to in Article L. 121-16-2;
2. From the reception of the property by the consumer or a third party other than the carrier, designated by him, to contracts of sale of goods and contracts for the rendering of services including delivery of goods.