

GoHerbalife Online Sale Terms

Your Order

Any products which you request to purchase from this website as shown on your online order summary will, if your order is accepted, be sold to you by the Herbalife member whose details are shown on your order summary (your Herbalife Member). Your Herbalife Member is an independent contractor and is not a Herbalife employee or agent.

Your contract to purchase the products you have requested is not complete unless and until those products have been despatched to you, and you will receive a confirmatory email from your Herbalife Member at that time. Once you place an order, your Herbalife member may choose for it to be fulfilled in one of two ways: 1) your Herbalife Member will fulfil your order from their own personal product inventory, or 2) Herbalife will fulfil your order from one of our warehouses on behalf of your Herbalife Member. Your Herbalife Member chooses the method of order fulfilment but you will be notified after your order is accepted. We will endeavour to deliver your order within our stated target delivery dates all of which are less than 30 days from order, but all orders are subject to availability and we reserve the right to cancel orders for any products which cease to be available for any reason.

We will let you know if we are unable to accept your order. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

As a retail customer you do not have any rights to participate in our trading scheme; you are not a Herbalife member; our products are supplied to you for your personal use and consumption and on a strict not for resale basis and you may not market or resell the products which you buy from us; you may not market our business opportunity or attempt to recruit others; and you may not earn any commissions or bonuses under our compensation plan. Herbalife products cannot be offered, shipped into or sold in any country outside of those countries that are previously authorised by Herbalife.

Our Guarantee

Your Herbalife Member is responsible for supplying you with goods that meet your consumer rights. If you have any concerns that your Herbalife Member has not met their legal obligations please contact them using the contact details shown on your order summary.

Herbalife guarantees the quality of any product which carries the Herbalife name and certifies that the products manufactured for it meet high standards of freshness and purity for customer use. We are confident that our customers will find our products satisfactory in every way. However, if for any reason, you not completely satisfied with any Herbalife product purchased Herbalife offers a no quibble guarantee. Simply request a full refund of the purchase price or a full credit note towards the purchase of another Herbalife product or products from your Herbalife Member within 30 days from your receipt of the product, return the unused portion of the product, or the original product labels, or the empty product containers, along with the copy of the Retail Order Form – Receipt, to your Herbalife Member. This does not affect your statutory rights.

Your Legal Cancellation Rights

You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract.

If for any reason you are not satisfied with your purchase and give notice to your Herbalife Member within 14 days from the date of delivery of the products to you that you wish to cancel your order then, provided that you return the products to your Herbalife Member at the address shown on your order confirmation within 14 days from the date of your notice of cancellation, then your Herbalife Member will provide a refund to you.

You can use the notice of cancellation provided below if you wish to do so or you can give your Herbalife Member notice in some other way (e.g. letter, email or telephone) as long as they receive a clear statement of your decision to cancel.

If you reject the products for any reason other than damage to or a defect in the products, you must pay the cost of returning the products and you will be responsible for their safety during transportation. If you reject the products because they are damaged or faulty, your Herbalife Member will cover the cost of returning the products (except for any supplementary delivery costs if you choose a delivery method which is more expensive than our standard delivery cost) or will arrange to collect the products from you.

Your Herbalife Member will refund you without undue delay and not later than 14 days from the day you return the products to your Herbalife Member. 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. Your Herbalife Member may withhold your refund until they have received the products back or you have supplied evidence of having sent back the products, whichever is the earliest.

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

Contact Details and Complaints

If you have any questions or complaints about your order or any products delivered to you please contact your Herbalife Member using the contact details shown on your order summary. If still not satisfied, contact: Herbalife UK Limited, The Atrium, 1 Harefield Road, Uxbridge, Middlesex, UB8 1HB. Distributor Services department at T: 0845 056 0606 | E-mail: MSUK@herbalife.com.

Should any dispute arise which is not resolved directly between you and us, there are a number of government approved and EU listed certified alternative dispute resolution service providers, including ProMediate (UK) Limited (www.promediate.co.uk) and others which can be accessed here <http://ec.europa.eu/odr>; but we are not obliged to and do not agree to have any complaints handled by these providers.

Any consumer who is still not satisfied may contact the Direct Selling Association which operates a dispute resolution service. For details of this and of the DSA's Codes of Practice contact the UK

DSA: Direct Selling Association, Enterprise House, 30 Billing Road, Northampton, NN1 5DQ, Tel: +44 (0)1604 625700, or visit the UK DSA website: <http://dsa.org.uk/index.php>. Herbalife is a member of the UK Direct Selling Association and requires its Herbalife Members to comply with the DSA Codes of Practice.

NOTICE OF THE RIGHT TO CANCEL

Your Herbalife Member hereby gives you the following notice of cancellation rights:

- 1. You have the right to cancel this contract within a period of 14 days from the date of delivery of the products to you without giving any reason by providing a clear statement of your decision to cancel to your Herbalife Member.
- 2. To meet the 14 day cancellation deadline, it is sufficient for you to send your cancellation notice to us before that cancellation period has expired. If you wish to cancel the contract you may use the form below if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

Detach here

CANCELLATION FORM

To: [] of [] (Email [])

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract of sale of the following goods

.....

[insert reference number, code and other details to enable the contract to be identified.]

Name.....

Address.....

Signed

Date