



Terms and conditions for the sale of goods

DuoLife Club Regulations attachment 3

1. This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

These terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

By placing an order for products from www.Myduolife.Eu site (the "site"), you accept and are bound by these terms and conditions.

You may not order or obtain products from this website if you (a) do not agree to these terms, (b) are not the older of (i) at least 18 years of age or (ii) legal age to form a binding contract with duolife s.A., A polish corporaton ("duolife") , or (c) are prohibited from accessing or using the site or any of this site's contents, goods or services by applicable law.

These terms and conditions (these „Terms“) apply to the purchase and sale of products (the “Products“) available at the Site. These Terms are subject to change by DuoLife (which may be also referred to as „us“, „we“, or „our“ as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms before purchasing any product that is available through this Site. Your continued use of this Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

You should also carefully review our privacy policy available at: [myduolife.com](https://myduolife.com/downloads.html) after logging in to Club Member account in <https://myduolife.com/downloads.html> (the “Privacy Policy“) before placing an order for Products through this Site. Please, be advised that terms of the Privacy Policy, that need to be accepted when placing an order, govern the way we handle your personal data when processing your order places according to these Terms.

Setting up an account on the Site, albeit useful in placing an order, is not required to purchase Products through the Site.

2. Order Acceptance.

a) You agree that your order is an offer to buy, under these Terms, all Products listed in your order, that were selected from Products displayed on the Site.

b) Orders can be placed twenty-four hours (24) a day, and seven (7) days a week. Once placing an order, you shall specify:

- i) The type of Product;
- ii) The quantity of Products selected;
- iii) Your personal data, and the delivery address;
- iv) The delivery method; and
- v) The manner of payment.

c) Your Order can be modified until and unless the “Buy with payment obligation” option is selected. Payment shall be furnished within seven (7) days after placing an order, or otherwise your order shall be canceled.

d) All orders must be accepted by us or we will not be obligated to sell the Products to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation email with your order number and all details of the items you have ordered referred to in Section 2(b) herein, total price, and the rebates earned. Acceptance of your order and the formation of the contract of sale between DuoLife and you will not take place unless and until you have received your order confirmation email.

e) Price for Products can be discounted with points accumulated in the Virtual Wallet (collectively, the “Rebates”), as defined by the DuoLife Club Terms and Conditions (the “Club Terms”), only if the Club Member (as defined by the Club Terms) has an account registered as an individual, and does not collect a purchase confirmation in the form of a VAT invoice for any business activity, if applicable. The Rebates are not available, if:

- i) The account is registered for a legal entity or a sole entrepreneur;
- ii) The account is registered for an individual, but the recipient is a business entity, or a sole entrepreneur;
- iii) The country, when the Order shall be delivered applicable law provides otherwise.

3. Prices and Payment Terms.

a) All prices posted on this Site are subject to change without notice. The price charged for a Product will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include any taxes that may apply, or charges for shipping and handling. All such taxes and charges will be added to your merchandise total



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and will be itemized in the confirmation email. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

b) Terms of payment are within our sole discretion. For all purchases we accept: credit card payments, PayPal payments, or transfer to our bank account (ING Bank Śląski S.A., account/IBAN: PL 32105014451000009080525265, SWIFT: INGBPLPW), provided that in the case of the latter, all fees shall be the responsibility of the buyer. You represent and warrant that:

- i) The credit card information you supply to us is true, correct, and complete,
- ii) You are duly authorized to use such credit card for the purchase,
- iii) Charges incurred by you will be honored by your credit card company, and
- iv) You will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

4. Shipments; Delivery; Title and Risk of Loss.

a) We will arrange for shipment of the Products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process.

b) Title and risk of loss pass to you upon making the Products available to you. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. Limited warranty.

This limited warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

We warrant that during the warranty period defined below the products purchased from the site will be free from defects in materials and workmanship.

We limit the duration and remedies of all implied warranties, including without limitation the warranties of merchantability and fitness for a particular purpose, to the duration of this limited warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Our responsibility for defective products is limited to replacement or refund as set forth in this warranty statement.

a) Who May Use This Warranty?

This limited warranty extends only to the original purchaser of Products from the Site. It does not extend to any subsequent or other owner or transferee of the Product.

b) What Does This Warranty Cover?

This limited warranty covers during the Warranty Period (as defined below) defects in materials and workmanship in Products purchased from the Site.

c) What Does This Warranty Not Cover?

This limited warranty does not cover any damages due to:

- i) transportation;
- ii) storage;
- iii) improper use;
- iv) failure to follow the product instructions or to perform any preventive maintenance;
- v) modifications;
- vi) combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by DuoLife;
- vii) normal wear and tear; or
- viii) external causes beyond our reasonable control.

d) What is the Period of Coverage?

This limited warranty starts on the date of delivery of the Product and lasts for two (2) weeks the „Warranty Period“. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.



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e) What Are Your Remedies Under This Warranty?

With respect to any defective Products during the Warranty Period, unless the parties agree otherwise, we will replace such Products free of charge, and ship such replacement with the next order you place.

f) How Do You Obtain Warranty Service?

To claim rights deriving from this limited warranty, you must email our Customer Service Department at info@duolife.eu providing the following information:

- i) name;
- ii) last name;
- iii) ID number;
- iv) the order number that included the Product subject to the warranty claim;
- v) the serial number of the Product subject to the warranty claim; and
- vi) detailed description of the alleged defect.

g) Limitation of Liability

The remedies described above are your sole and exclusive remedies and our entire obligation and liability for any breach of this limited warranty. Our liability will under no circumstances exceed the actual amount paid by you for the defective product that you have purchased through the site, nor will we under any circumstances be liable for any loss of reputation, revenue or profit, any diminution in value, costs of replacement, or any consequential, incidental, special or punitive damages or losses, whether direct or indirect.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

h) What can you do in case of a dispute with us?

The informal dispute resolution procedure detailed in Section 8 is available to you if you believe that we have not performed our obligations under this limited warranty or these Terms.

6. Force Majeure.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to DuoLife hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's („Impacted Party") reasonable control, including, without limitation, the following force majeure events („Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) pandemic; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within fourteen (14) days of the Force Majeure Event to the other party, stating the period of time that the occurrence is expected to continue for. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fourteen (14) consecutive days following written notice given by it under this Section 6, the other party may thereafter terminate this Agreement upon a seven (7) days' written notice.

7. Governing Law.

All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of such state or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of that state. Parties confirm that the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

8. Dispute Resolution and Binding Arbitration.

a) You and duolife are agreeing to give up any rights to litigate claims in a court or before a jury, or to participate in a class action or representative action with respect to a claim. Other rights that you would have if you went to court may also be unavailable or may be limited in arbitration.



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Any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, consumer protection, common law, intentional tort, injunctive and equitable claims) between you and us arising from or relating in any way to your purchase of products through the site, will be resolved exclusively and finally by binding arbitration.

(b) The arbitration will be administered by the American Arbitration Association („AAA”) in accordance with the Consumer Arbitration Rules (the „AAA Rules”) then in effect, except as modified by this Section 8. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

9. Assignment.

You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 9 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

10. No Waivers.

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of DuoLife.

11. No Third-Party Beneficiaries.

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

12. Notices.

a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to info@duolife.eu; or (ii) by personal delivery, overnight courier or registered or certified mail to DuoLife S.A., ul. Topolowa 22, 32-082 Wieckowice k/Krakowa, Poland. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

13. Severability.

If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

14. Entire Agreement.

Our order confirmation, these Terms, Privacy Policy, DuoLife Club Terms and DuoLife Club Rules and Procedures will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.