## **Purchase Terms & Conditions**

IF YOU ARE AN eCosway **BUSINESS OWNER (BO)**, YOUR TERMS AND CONDITIONS OF PURCHASE, AS WELL AS YOUR RIGHTS AND RESPONSIBILITIES AS AN eCosway BUSINESS OWNER, ARE EXPLAINED IN YOUR BUSINESS OWNERSHIP AGREEMENT. PLEASE REFER TO THE MOST CURRENT VERSION OF THE TERMS AND CONDITIONS OF THE eCosway BUSINESS OWNER APPLICATION AND AGREEMENT AND THE eCosway BUSINESS OWNER POLICIES AND PROCEDURES FOR A COMPLETE EXPLANATION OF THE eCosway PRODUCT WARRANTY AND EXCHANGE GUARANTEE, AND PRODUCT ORDERING, PAYMENT, SHIPPING AND RETURN AND REFUND POLICIES AS SUCH POLICIES APPLY TO OUR eCosway BUSINESS OWNERS. IF YOU ARE A eCosway **BO or VIP SHOPPER or SHOPPER**, ORDERING eCosway PRODUCTS ONLINE THROUGH THE eCosway WEBSITE, PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF SALE BEFORE COMPLETING YOUR ONLINE PURCHASE OF OUR PRODUCTS:

**<u>Payment Methods</u>**. You may purchase your our products online using a credit card (i.e., VISA, MASTERCARD, and other accepted credit cards).

Insufficient Funds and Declined Credit. eCosway reserves the right to assess a reasonable charge for any electronic funds transfer returned unpaid by your bank. Thereafter, eCosway reserves the right to deny your request to order products online through the Electronic Bank Draft Program. In the event that your credit card charge is declined, your order will not be accepted.

**<u>Return Policy</u>** We do not accept returns based on change of mind, size, dislike of flavour or any other reasons. However, in the unlikely event that your order is damaged during transit, please contact us and we will discuss further options available. Examples of damaged items are broken glass, cracked plastic bottles, safety seal removed or torn off, and bottles leaking. Dented bottles or packages are most often not considered damaged goods because this does not affect the safety or potency of the product inside.

## For Business Owners:

We only accept returns if:

- The request is made within 10 days from the receipt of the product (as indicated by our delivery agent).
- The product has NOT been opened or used (taken out of its packaging or box).
- The product is in its original re-sellable condition (not damaged, no missing parts, etc.)
- If the product came with a free gift or as part of a set of products, they must all be returned together in original condition. (If any part is missing, its value will be deducted from the refund.)

## We will NOT accept returns of the following:

- Products purchased at clearance prices.
  - Products that are listed as "non-returnable" on the website

## **Return & Replacement Procedure**

· Please email customerservice@ecosway.com with the following information:

- your BO/Shopper ID
- your order number
- reason for returning item
- a contact number that we can reach you

· Our staff will guide you on the steps to complete your return process.

• Upon approval, a Merchandise Return Number (MRN) will be sent to you via email, allowing you to proceed with the return of the product.

• Please use proper shipping cartons and packaging materials for the product to be returned.

• The cost of return shipping must be prepaid and borne by you. We will only reimburse this to you if the product was delivered to you incorrectly, damaged or defective.

· You must retain all supporting courier documents as proof of return and for tracking purposes.

• Returned merchandise will only be accepted if all the conditions and procedure in "Terms for Returns, Refunds or Replacement" have been complied with.

**Delivery & Risk of Loss.** We may deliver your products by common carrier. If we ship your products by common carrier, you agree to pay for freight, handling and other pertinent shipping charges to cover the cost of shipping your products to your shipping address. Delivery of your products is complete when we deliver the products to the common carrier and title to the products and risk of their loss or damage in shipment pass to you at that time.

<u>General Terms</u> Images of Products on our website are for illustrative purposes only; actual Products may differ from such images. We will treat all your personal information that we collect in connection with your product purchase in accordance with the terms of our Privacy Policy; use of our website will be subject to our Website Terms and Conditions.

We reserve the right to update or modify these Terms and Conditions at any time and without prior notice. For this reason, you should review these Terms and Conditions each time you purchase products from us.

If any provision of these Terms and Conditions or your Purchase Agreement with us is held invalid or unenforceable by a court of competent jurisdiction, the remaining Terms and Conditions or provisions of your Purchase Agreement shall remain in full force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

No waiver of any Term and Condition or provision or condition of your Purchase Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that Term or Condition, provision or condition or any other term, provision or condition of your Purchase Agreement with eCosway.

You may not assign, charge, sub-contract or otherwise transfer your rights or obligations under these Terms and Conditions or any provision, term or condition of your Purchase Agreement with us. Any attempt by you to do so shall be null and void. We may assign, charge, sub-contract or otherwise transfer your Purchase Agreement, or any of our rights or obligations arising under your Purchase Agreement, at any time providing such action does not serve to reduce the guarantees benefiting you under the Purchase Terms and Conditions of your Purchase Agreement with eCosway.

Your Purchase Agreement is made for your benefit and the benefit of eCosway and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree to any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.

These Purchase Terms and Conditions and your Purchase Agreement represent the complete agreement between you and eCosway with respect to your online product purchase, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

Most of the time, the products you want to buy are in stock and will ship immediately. However, there will be times when the items you ordered are experiencing a shipping delay or are unavailable. When an order is shipped you will be notified by e-mail.