

GTCs

GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

LavaVitae GmbH (hereinafter referred to as "LavaVitae") has made it its task to make its knowledge about the pure natural product zeolite-clinoptilolite and the corresponding products available to the general public.

1. Scope and applicable law

1.1 Only these terms and conditions apply to the business relationship between LavaVitae and the customer. A customer is any person who is not a business partner, whether an unregistered or registered customer. Unregistered customers and registered customers are hereinafter jointly referred to as "customers". Should any provision of these General Terms and Conditions refer to registered customers, then only registered customers are included in its scope. The General Terms and Conditions shall also apply to all future legal transactions with customers, even if no express reference is made to them. The valid General Terms and Conditions are available on the LavaVitae website at <https://lavavitae.com/en/terms>.

1.2 Contradictory, deviating or supplementary General Terms and Conditions of business of the customer shall not become a contractual component, unless LavaVitae expressly agrees to their validity for the respective particular legal transaction.

1.3 Austrian law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and the reference standards of Austrian and European private international law. If the customer is a consumer within the meaning of the consumer protection regulations at the customer's registered office, the mandatory consumer protection regulations applicable in this respect shall remain unaffected.

2. Offer, contract conclusion and contract termination

2.1 The presentation of a product on lavavitae.com is not a binding offer from LavaVitae. By confirming the "Order now for a fee" button and submitting an order, the customer submits a binding offer to purchase the products he has selected. After submitting the order, the customer will receive an order confirmation by email to the email address specified by him during the ordering process, with which the purchase contract for the ordered products is concluded.

2.2 In order to place an order as a customer, all the requisite data must be completely and correctly entered in the order form. It is not necessary to create a customer account (ID account).

2.3 Registration as a customer is optional and entitles you to participate in the currently valid customer advantage programme. For proper registration as a customer, the data contained in the registration form must be completely and correctly entered and sent. After registration, the customer will receive access to a landing page (information platform) and a customer shop. If the customer orders and pays for a product on this landing page, he will receive his own customer ID and access to the free use of the personal back office area (My LavaVitae). The customer undertakes to store the access or login data in such a way that improper use of his ID account by third parties is excluded.

2.4 Registering as a customer does not imply any obligation to enter into contracts nor any obligation to make a purchase. The registered customer can collect credit points (so-called "vital points") through their own purchases. This allows the registered customer to take advantage of

current offers. Vital points cannot be converted into a monetary value (such as Euro), nor be redeemed in cash. Vital points can be redeemed for a period of 3 years from the last order. After that they expire!

2.5 If the registered customer becomes an affiliate business partner and still has credit points due to his own purchases ("loyalty points"), these thereby remain unaffected. If the registered customer becomes a label business partner and still has credit points due to his own purchases ("loyalty points"), these can be redeemed for the offers available. Any remaining loyalty points that are not sufficient for redemption shall expire due to the change in status from registered customer to label business partner. Loyalty points cannot be converted into a monetary value (e.g. euros, etc.), nor redeemed in cash.

3. Cancellation policy

3.1 Consumers within the meaning of the Austrian Consumer Protection Act (KSchG) can withdraw their contractual declaration within fourteen days, without stating any grounds, by means of an unequivocal statement (e.g. by letter, email). You can use the withdrawal form template provided in <https://www.lavavitae.com/PDF/en/withdrawal.pdf>, however, this is not compulsory. The deadline period begins on the day on which the consumer or a third party appointed by the consumer, who is not the carrier, has received the goods, or the final goods delivery in the case of partial deliveries, or the first goods delivery in the case of a subscription. In order to comply with the withdrawal notice period, timely dispatch of the withdrawal notice is sufficient. The withdrawal declaration must be sent to: LavaVitae GmbH, Kleinsattelstraße 2/1, 9500 Villach, Austria, Email: support@lavavitae.com. Please return products to: LavaVitae GmbH, Brennersee 232, 6156 Gries am Brenner, Austria

3.2 Consequences of withdrawal. In the event of an effective withdrawal, LavaVitae will reimburse the payments made by the consumer, including the delivery costs, immediately and at the latest within fourteen days from the day on which the notification of the cancellation is received by LavaVitae. LavaVitae can refuse repayment until LavaVitae has received the goods back or until the consumer has provided proof that he has returned the goods, whichever is the earlier. The consumer must return the received goods at his own expense, sealed and in their original packaging, immediately and in any case no later than fourteen days from the day on which LavaVitae was informed of the withdrawal, to LavaVitae GmbH, Brennersee 232, 6156 Gries am Brenner, Austria. The deadline is met if the consumer sends the goods before the deadline. The consumer must at most pay compensation for a reduction in the fair market value of the goods. This does not apply if the deterioration of the item is exclusively due to the examination of its condition, properties and functionality - as would have been possible to occur in a shop.

3.3 The repayment is always made to the account used by the customer for payment. When paying by bank transfer, the remittance shall be transferred to the account from which the bank transfer was made. If payment was made by PayPal or credit card (Visa, Mastercard), the refund will be made to the associated PayPal or credit card account.

4. Prices, shipping and handling costs, payment

4.1 The prices stated on www.lavavitae.com are in euros or in the respective national currency and include the applicable statutory VAT.

The exchange rates are available at <https://lavavitae.com/en/exchange>. These exchange rates apply until further notice. If the foreign currency value in relation to the EUR according to the exchange

rates of the ECB (ECB = European Central Bank) are increased by at least 3%, LavaVitae reserves the right to make exchange rate adjustments without notice.

In addition, the shipping costs and processing fees specified on <https://lavavitae.com/en/delivery>, depending on the recipient country, must be paid.

4.2 Payments shall be made either by cash in advance, credit card (Visa, Mastercard - payment information/payee: LavaVitae GmbH, Villach), PayPal or Sofortüberweisung online payment. LavaVitae is responsible for selecting the available payment methods and this may vary from country to country.

4.2.1 When payment in advance has been selected as the payment method, LavaVitae will stipulate the bank account in the order confirmation. Unless otherwise agreed, the amount due must be transferred to the bank account specified by LavaVitae within 14 days of receipt of the order confirmation. If an Easy Ship (subscription) is offered and purchased, payment can also be made using a standing order. In the case of bank transfers, the partner/customer's ID must be given as the payment reference without fail, in order for the payment to be correctly assigned.

4.2.2 When paying by credit card (Visa, Mastercard – payment information/payee: LavaVitae GmbH, Villach) the purchase price is reserved and debited on the credit card on the day of the order. If an Easy Ship (subscription) is offered and purchased, the customer agrees that the same credit card (Visa, Mastercard - payment information / payee: LavaVitae GmbH, Villach) may be charged.

4.2.3 When paying by PayPal, the purchase price will be charged at the time of the order.

4.2.4 When paying by immediate transfer, the purchase price will be charged at the time of the order.

4.3 Non-payment of the payable Easy Ship fee will be deemed to be a termination of the same. However, it can be reactivated at any time. In the event of termination or non-payment, no further costs or obligations arise.

5. Delivery, delay, retention of title

5.1 The goods will be dispatched within 7-10 working days. In the case of payment by cash in advance or standing order, the period for shipping begins on the day after receipt of payment in our bank account and for all other payment methods on the day after the contract is concluded. If the deadline falls on a Saturday, Sunday or public holiday at the place of delivery, the deadline shall expire on the next working day. The specified deadlines will be met by LavaVitae where possible. Unless otherwise agreed, they are non-binding and are always to be understood as the estimated time of dispatch to the customer. In the event of a delay in delivery, the customer is entitled to withdraw from the contract in writing after setting a reasonable grace period of at least two weeks. The place of performance is the headquarters of LavaVitae in Villach. The cost and risk of transport is borne by the customer. Unless otherwise agreed, delivery shall be made to the delivery address specified by the customer when placing the order.

5.2 LavaVitae shall endeavour to send the products in one delivery. If this is not possible for compelling technical reasons, LavaVitae is entitled to partial deliveries without additional shipping charges.

5.3 Each delivered product remains the property of LavaVitae until complete payment. The customer is not entitled to resell or consume the goods before full payment has been made.

6. Disclaimer

6.1 Damage claims of the customer are excluded, unless they are based on intent or gross negligence by LavaVitae. In the event of slight negligence, LavaVitae is only liable for personal injury. As far as the liability of LavaVitae is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents of LavaVitae.

6.2 The provisions of the Product Liability Act shall remain unaffected.

6.3 All data and information on the LavaVitae website are provided without guarantee despite careful processing; liability is excluded. LavaVitae also reserves the right to make changes and additions to the content at any time without notice.

7. Termination

7.1 A purchased Easy Ship (subscription) can be cancelled at any time without giving reasons. The cancellation can be made by email to support@lavavitae.com or by post to LavaVitae GmbH, Kleinsattelstraße 2/1, 9500 Villach, Austria. Non-payment of the payable Easy Ship fee will be deemed to be a termination of the same. However, it can be reactivated at any time. In the event of termination or non-payment, no further costs or obligations arise.

8. Data protection and copyrights

8.1 LavaVitae is particularly concerned to protect its customers' personal data. LavaVitae uses the personal data provided by the customer for the purpose of initiating and fulfilling the contract and for maintaining customer relations. LavaVitae undertakes to use this personal data only to the extent absolutely necessary and in compliance with the respective legal provisions, and to handle it with care. This use also includes transfer of data to external service providers that are necessary for the fulfilment of the contract (e.g. to the delivery service). For further data protection information please refer to <https://lavavitae.com/index.php/privacy.html>.

8.2 All copyrights and other rights relating to content which are stored on lavavitae.com shall be protected by all customers. This applies in particular to their use and duplication, whatsoever the case or the intention may be. Customers are strictly prohibited from independently creating homepages, landing pages, Facebook accounts, etc. with the brand name LavaVitae. All independent publications with the brand name LavaVitae may only be made with the prior express and written consent of the LavaVitae management.

9. Ineffectiveness of individual provisions, place of jurisdiction

9.1 If one of the above provisions is or becomes invalid in whole or in part, the effectiveness of the remaining provisions shall remain unaffected. The (partially) ineffective provision shall be replaced by a provision that comes closest to the meaning of the (partially) invalid provision.

9.2 The non-exclusive jurisdiction of the competent courts at the registered office of LavaVitae is agreed. The customer may assert claims in connection with these terms and conditions, which result from consumer protection standards, either at the registered office of LavaVitae or in the EU member state of the customer.

10. Complaints procedure and dispute settlement

10.1 The European Commission provides a platform for out-of-court dispute resolution. This offers consumers the opportunity to settle

disputes arising in connection with online sales contracts, without the intervention of a court.

10.2 The online dispute resolution platform is available at <https://ec.europa.eu/consumers/odr>.

10.3 LavaVitae will try to reach a consensual and amicable agreement in case of any disputes with the customer. If this should not prove possible, at the customer's request and within a reasonable period of time LavaVitae will inform him or her in writing, e.g. by email, of the competent authorities for alternative dispute resolution (hereinafter referred to as "AD Bodies") and at the same time inform him or her of whether LavaVitae will participate in such a dispute resolution procedure.

11. Contact information

11.1 LavaVitae GmbH is an Austrian limited liability company, registered in the commercial register of the regional court in Klagenfurt am Wörthersee at FN 394677 h, with its registered office in Villach and the business address LavaVitae GmbH, Kleinsattelstraße 2/1, 9500 Villach, Austria. Its UID number is ATU67821057.