

# TERMS & CONDITIONS

## GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

The aim of LavaVitae GmbH (hereafter referred to as LavaVitae) is to make the knowledge about the fully natural product zeolite-clinoptilolite and the respective products accessible to the general public. With this in mind, LavaVitae has developed a business idea, whereby everyone has a chance to profit in a variety of ways.

### 1. Scope of application 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, so any unregistered customers and registered Premium customers. Unregistered customers and registered Premium customers are hereinafter jointly referred to as 'customers'. Should any provision of these General Terms and Conditions refer to Premium customers, then only registered Premium 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 Contradictions, deviations or supplementary conditions on the client's part don't constitute an integral part of this contract, unless LavaVitae explicitly and clearly agrees to their validity for that specific legal transaction.

1.3 Austrian law applies with the exception of the provisions of UN Trade law and the reference provisions of Austrian and European international private law. If the client is a consumer in the sense of the consumer protection regulations at the client's domicile, then such applicable and enforceable consumer protection regulations remain unaffected.

### 2. Offer, conclusion of contract and termination of contract

2.1 The presentation of a product on lavavitae.com is not a binding offer by LavaVitae. By confirming through the "order now subject to fees" button and the submittal of an order, the client submits a binding request for the acquisition of the product(s) selected. After submitting the order the client receives an order confirmation by email to the address provided during the process of ordering along with the purchase contract in relation to the ordered product(s).

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 benefit customer is optional and entitles you to participate in the currently valid benefit customer programme. For proper registration as a benefit customer, the data contained in the registration form must be completely and correctly entered and sent. After registration, the benefit customer will receive his own customer ID and access to the free use of the personal back office area. The customer undertakes to store the access or login data in such a way that improper use of the ID account by third parties is excluded.

2.4 Registering as an Premium customer does not imply any obligation to enter into contracts nor any obligation to make a purchase. An Premium customer can collect additional discounts through referrals and credit points generated by his/her own purchases ('VitaCoins'). This allows the Premium customer to take advantage of current offers. Only one referral discount can be redeemed per purchase. Referral discounts can only be redeemed by Premium customers and are valid for one year from the date of issue. VitaCoins cannot be converted into a monetary value (such as euros), nor be redeemed in cash.

2.5 If the Premium customer becomes a business partner but still has credit points due to their own purchases ('VitaCoins'), these can be redeemed for the offers available. Any remaining VitaCoins that are insufficient for redemption shall expire due to the status change from Premium customer to business

partner. VitaCoins cannot be converted into a monetary value (such as euros), nor be redeemed in cash.

### 3. Right of revocation

3.1 Consumers within the meaning of the 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, e-mail). You can use the withdrawal form template provided in <https://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, e-mail: [support@lavavitae.com](mailto:support@lavavitae.com). Please return products to: LavaVitae GmbH, Brennersee 232, 6156 Gries am Brenner, Austria

3.2 Consequences of a revocation. In the event of an effective withdrawal from the contract, LavaVitae will reimburse the payments made by consumer, including the costs of delivery, immediately, however within fourteen days from the date on which LavaVitae has received the notification on withdrawal, at the latest. LavaVitae may refuse the reimbursement until LavaVitae has received the return shipment of the goods or until consumer has provided evidence that they have returned the goods, whichever event occurs first. Consumer shall return the goods they have received to LavaVitae, LavaVitae GmbH, Brennersee 232, 6156 Gries am Brenner, Austria, at their own expense, in a closed condition and in its original packaging, immediately, however in each case within fourteen days from the date on which LavaVitae was informed about the revocation. The deadline shall be deemed to be observed if consumer sends the goods before the expiry of the period. Consumer shall only pay a compensation for any reduction of the goods' fair market value. That shall not apply if the impairment of the object results exclusively from an inspection of their quality, properties or functioning – as it would have been possible in a physical store.

3.3 Any repayment will always be made to the account used by customer for making the payment. If payment was made by electronic transfer, the repayment will be transferred to the account from which the original transfer was made. If payment was made by Paypal or credit card, the amount will be reimbursed to the relevant Paypal or credit card account.

### 4. Prices, delivery and administration costs, payment

4.1 The prices quoted on lavavitae.com are in Euro and include any relevant VAT. Here you can see the delivery costs which are payable for the relevant country of receipt; <https://lavavitae.com/en/delivery>.

4.2 Payments shall be made either by cash in advance, credit card (Visa, Mastercard - payment information/payee: LavaVitae GmbH, Villach), PayPal or immediate transfer. The selection of available payment methods is the responsibility of LavaVitae and 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. Insofar as an Easy Ship (subscription) is available and purchased, payment can also be made by standing order. For bank transfers, the purpose/payment reference must be the partner's ID in order for the payment to be assigned.

4.2.2 When paying by credit card (Visa, Mastercard – payment information/payee: LavaVitae GmbH, Villach), the purchase price is reserved on and debited from the credit card on the day of ordering. Insofar as an Easy Ship (subscription) is available and purchased, the customer consents to the

charging of the same credit card on the next desired Easy Ship due date (Visa, Mastercard – payment information/payee: LavaVitae GmbH, Villach).

**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. It can be reactivated at any time. Upon termination or non-payment, no further costs or obligations arise.

## 5. Delivery, delay, reservation of title

**5.1** The goods are shipped within 7-10 working days. In the case of payment in advance or standing order, the deadline for shipping begins on the day after payment has been received to our bank account. For all other payment methods, this is the day after the contract is concluded. If the last day of the period falls on a Saturday, Sunday or statutory public holiday at the place of delivery, it shall be deemed to end on the following business day. The specified deadlines shall 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 supplementary period of at least two weeks.

**5.2** Place of performance is the place of business of LavaVitae in Villach. The costs and risks during transit are borne by the client. Unless otherwise agreed, the delivery will take place to the address provided by the client upon ordering.

**5.3** LavaVitae aims to dispatch the products in one delivery. If this should not be possible due to technical reasons, LavaVitae has the right to split up the delivery without charging for any additional transport costs.

**5.4** Before full payment, the client is not allowed to pass on or to consume the goods.

## 6. Disclaimer

**6.1** Customer damage claims are excluded, unless they are as a result of gross negligence on the part of LavaVitae. In cases of simple negligence, LavaVitae is only liable for injuries to persons. To the extent that LavaVitae's liability is excluded or limited, this is also valid for the personal liability of employees, representatives and agents of LavaVitae.

**6.2** The provisions of product liability law remain unaffected.

**6.3** Despite due care and attention all information and details on the LavaVitae website are provided without guarantee and any liability is excluded. Furthermore, LavaVitae reserves the right to implement changes and amendments to the contents without any notification.

## 7. Termination

The Customer may terminate without prior notice and without giving any reason a purchased Easy Ship at any time. Termination can be taken place by e-mail [support@lavavitae.com](mailto:support@lavavitae.com) or by post LavaVitae GmbH – LavaVitae GmbH, Kleinsattelstrasse 2/1, 9500 Villach, Austria.

## 8. Data protection and Copyright

**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 regulations, and to handle it with care. This use also includes the transfer of data that are necessary for the fulfilment of the contract to external service providers (e.g. the delivery service). For further information on data protection law please

refer to the LavaVitae privacy policy [lavavitae.com/index.php/privacy.html](https://lavavitae.com/index.php/privacy.html).

**8.2** The copyrights and other rights in relation to content contained on [lavavitae.com](https://lavavitae.com) have to be adhered to by all clients. This especially applies to their use and reproduction no matter for whatever reason or through whatever use. Clients are strictly prohibited from independently establishing homepages, landing pages, Facebook accounts etc. with the brand name LavaVitae. Any independent publications with the brand name LavaVitae are only possible after the prior express and written consent of the management of LavaVitae.

## 9. Invalidity of individual provisions, place of jurisdiction

**9.1** Should one of the provisions be or become partly or wholly ineffective, this has no effect on the remaining provisions which still remain valid. The (partly) ineffective provision is replaceable by a provision which has as close a meaning as possible to that (partly) ineffective provision.

**9.2** A non-exclusive jurisdiction of the relevant courts at the seat of LavaVitae is agreed upon. The client can bring a claim in relation to the conditions, which are as a result of the consumer protection norms either at the place of business of LavaVitae as well as in the client's EU member state.

## 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://www.ec.europa.eu/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 e-mail, 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

LavaVitae GmbH is an Austrian company with limited liability, inscribed into the company registry of the Klagenfurt provincial court FN 394677 h, with its headquarters in Villach and the business address LavaVitae GmbH, Kleinsattelstrasse 2/1, 9500 Villach, Austria. The VAT number is ATU67821057.