

Platinum Health Europe

Customer Terms & Conditions

Welcome to our web site. Throughout this site we want to introduce you to Platinum Health Europe Products. Please bear in mind that by accessing this website, you are agreeing to abide by the Terms of Condition and the Privacy Policy.

Access to the site

Before buying any of our Products, you will need to:

1). Login to an existing user account ("Account") providing your email address and password. This is done during the Checkout process of the site ("Checkout")

OR

2). Register for a new user account ("Account") by registering online during the Checkout process of the site ("Checkout"). If you choose to register with us, you will be asked to provide personal details including shipping address, postal address and payment details.

Although we will use all reasonable endeavors to provide you with access to our Website for so long as these Terms are in force, we make no promise that our Website will meet your requirements or is fault free. If a fault or error does occur please report it to us by email (support@platinumeurope.biz) and we will attempt to correct the fault as soon as we reasonably can. We may have to temporarily suspend the whole or any part of the Website to allow for repairs, maintenance or the introduction of new content or facilities. We will restore our Website after suspension as soon as we reasonably can.

Ordering

You can order Products from us on our Website by completing the online order form at the Checkout or emailing your order to support@platinumeurope.biz. Receipt of the order does not constitute acceptance of your order which will take place only on dispatch of that order. Please note Products will not be dispatched until funds are cleared. Although we aim to dispatch Products in one consignment, sometimes this is not possible and we may need to dispatch Products separately. If so, our acceptance of the order in respect of each Product takes place when that Product is dispatched.

Ordering from non-EU Countries and Import Duties

You can make a non-EU order on our website. Please help us and our delivery companies by taking extra care with the address details to ensure they are correct. Please note your goods may be subject to import duties and taxes which will be levied when the order reaches the delivery address. **You are responsible for payment of any such import duties and taxes.** Platinum Health Europe has no control over these charges and cannot predict their amount. For further information please contact your local customs office before placing your order. **Failure to pay these charges will result in your parcel being returned and a 25% restocking fee (of original invoice value) being applied to your order.**

Please note that you must comply with all applicable laws and regulations of the country for which the goods are destined. PLATINUM HEALTH EUROPE will not be liable for any breach by you of any such laws.

Prices

Full details of prices are given in the Products section of our Website. You are responsible for payment of all taxes and duties in your local jurisdiction.

The price of the Product does not include the delivery charge nor does it include applicable taxes, both of which will be displayed at the Checkout.

Product and price information are both subject to change. If you make payment in a currency which is different to the currency of your Bank or credit card statements, then please note the price quoted may differ slightly from that charged to you due to currency fluctuations. We may need to review our prices if the cost of delivering the Products to you or if the cost of any resources or materials used by us changes, and such change is beyond our reasonable control.

Payment

Details on how to pay are set out in the Payment section on our Website. You agree that Platinum Health Europe may take commercially reasonable actions to validate your payment and account details. You will not be charged for items until they are ready to be dispatched. We will not dispatch the Product to you until we receive payment.

Personal Information

All use of your personal information will be in accordance with our Privacy Policy. Our Privacy Policy does not apply to any websites accessible via our Website that are operated by third parties.

Liability

Our Website is provided without any warranties or guarantees. You must bear the risks associated with the use of the Internet. The services provided by this Website are provided on an "as is" and "as available" basis. We are not responsible to you if we are unable to provide the Website or any Products for any reason beyond our control.

Our Website may provide content from other Internet sites or resources and while we try to ensure that material included on our Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with our Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct the inaccuracies as soon as we reasonably can.

Your exclusive remedy, so far as permitted by your local laws, (in respect of any claim for breach of contract, negligence or otherwise) in relation to the Products shall be limited to replacement of the relevant Product or a refund of the amount you have paid for the Product. Your statutory rights are not affected.

Neither you nor Platinum Health Europe will be responsible for any losses that the other suffers as a result of a breach of these Terms except those losses which are a foreseeable consequence of the breach. Neither party will be responsible for indirect losses which happen as a side-effect of the main loss or damage and which are not foreseeable by Platinum Health Europe and you (such as loss of profits or loss of data).

RETURNS PROCEDURES:

We want you to be 100% satisfied with our products. If you are not happy with the products, please contact Customer Service within 60 days of receipt of the package for our money back guarantee.

English Customer Service: Support@platinumeurope.biz

German Customer Service: info@platinumeurope.biz

If you receive a return label for a free product return from Customer Service, please attach it to the outside of the package.

Platinum Packs, Enrollment Packs and Business Packs must be returned in their entirety in good condition unless pre-approved by Platinum Customer Service for a partial return. Returns must be received at our warehouse within 60 days of the date the original package was received by the customer. Returns received past the 60 day window will be rejected unless prior approval for credit has been attained.

It takes approximately 2 – 3 weeks for returns to be processed. Please let us know whether you would like your refund returned to the credit card or to the bank account used to pay for the original. We cannot refund a credit card or refund to a bank account other than the one used on the original order. Please let us know up front whether the credit card used on the order or the bank account is still valid.

PLEASE NOTE: All **non-EU shipments** may be subject to special fees by the government of the country to which the product is being shipped and therefore once the package leaves our facility, non-EU customers are solely responsible for the shipping charges and customs clearance, duties and taxes, and any other associated costs. Please consult your local customs authority for your local tax and duty rate on nutritional supplements. **It is also the responsibility of the customer to know which ingredients/products are, or are not, allowed to be imported into the destination country.** Platinum is not responsible for having that information readily available. Please note that if a package is returned to Platinum as a result of a dispute with customs, the customer in question will be liable for the outbound and return shipping.

*Platinum reserves the right and has the responsibility to refuse any refund where there has been an abuse of our return policy. Platinum reserves the right to charge a 20% re-stocking fee for products. The guarantee applies only towards products. There is no guarantee on Enrollment Packs or business tools. All refunds are handled at the discretion of Platinum Health's management. Please note that standard refunds will not include any shipping fees incurred by the customer. In the event of a Company error or the receipt of damaged goods, please call Customer Service for more information.

SHIPPING POLICY

All orders ship during regular business hours. When choosing your shipping method please be advised of the following:

- Orders placed on the website will be shipped the next day.
- Orders placed by 8 PM CEST with Customer Service will be shipped the next day.
- Saturday Next Day Air shipments are only available to certain metropolitan areas by calling customer service. This is not a standard delivery service and the price will depend on the

destination and weight of the shipment. Please check with Fed Ex to confirm service availability.

- **Customs:** Platinum is not responsible for any customs, conversion, or other fees associated with ordering from Platinum. Transactions are always processed using Euros. Platinum is not responsible for orders rejected by customs.
- Changes to your order after processing may cause delays within the shipping process.

General

You may not assign otherwise or transfer any of your rights or benefits under these Terms.

An electronic communication appearing to be from the e-mail address you supply to Platinum Health Europe establishes you as its' originator and has the same effect as a document with your written signature on it. A copy of an electronic communication made by reliable means is considered to have the same validity as the original electronic communication.

If you breach these Terms and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms.

If any part of these Terms is found to be invalid by any court with competent jurisdiction the invalidity of that provision shall not affect the other provisions of these Terms which shall remain in full force and effect. No waiver or any provision of these Terms shall be effective unless it is made in writing.

Neither party will be considered liable for any delay or failure to perform its obligations under these Terms to the extent that such delay or failure is due to any cause or circumstance beyond that party's reasonable control and that failure or delay could not have been prevented or overcome by that party acting reasonably and prudently.

These terms shall be governed by and interpreted in accordance with the law of the Netherlands and the parties submit to the non-exclusive jurisdiction of the courts in the Netherlands in relation to any disputes arising out of or in connection with these Terms.