

Return and Refund Policy

Extract from Nu Skin Policies & Procedures

4 PRODUCT REFUNDS AND EXCHANGES

4.1 Refund Policy

(a) Unless otherwise required by applicable law, the Company will refund to you 90 percent of the price, plus applicable, prepaid taxes, less applicable Bonuses, on unopened and resalable Products and Business Support Material sold by the Company to you. For the avoidance of doubt, Products shall not be considered “resalable”, if returned after the Products’ commercially reasonable usable or shelf life period has passed; nor shall Products be considered “resalable” if the Company clearly discloses to you prior to purchase that the Products are seasonal, discontinued, or special promotion Products and are not subject to this section 4.1.

In order to obtain your refund, you must return Products or Business Support Material within 12 months of the order date. You may only return the Products or Business Support Material you personally purchased from the Company. The Company does not refund the original shipping costs on Products or Business Support Material that you return. In order for the Company to correctly back out the applicable Bonuses on returned Products, you must keep the sales order number from the invoice. You must provide the sales order number to the Company at the time you request a refund. You may also return individual Products that are purchased as part of a kit or package. The form of the refund will be based on the original form of payment such as credit card charge. Instead of a refund, the Company may choose other alternatives such as a Product credit. The return of Products may affect your eligibility to receive Bonuses and your pin level, and if Bonuses have already been paid on the returned Products, then the Company will recoup your Bonuses as set forth below in Section 6.9 of this Chapter 2. The Company does not provide refunds for Products or Business Support Materials and Services purchased from another Distributor. If you purchased Business Support Materials and Services from another Distributor, you must seek a refund directly from the Distributor who sold you such Products or Business Support Materials and Services.

(b) Subscription Services. Generally, subscription services that are billed by the Company on a month-to-month basis may be cancelled by the Company at any time, unless the terms of the applicable contract provide otherwise. Subscription services that are cancelled within one week of the last billing date will receive a 100% refund or credit for the month that has been paid for and cancelled. Subscriptions services that are cancelled more than one week after the last billing date will not be eligible for a refund. Annual subscription services may be cancelled by the Company at any time unless the terms of the contract provide otherwise. Refunds for annual subscription services will be prorated based on the number of full months remaining on the annual subscription.

(c) For the avoidance of doubt, where a Distributor acquires Products from the Company for the purpose of resale (ie. for the purposes of a business), all conditions, guarantees and warranties that are not expressly set out in the Contract, including those set out in the Consumer Guarantees Act 1993 (in the case of New Zealand) and the United Nations Convention on Contracts for the International Sale of Goods 1980 (with the exception of the Sale of Goods Act 1908 (NZ)) are excluded from the Contract to the fullest extent permitted by law. IF THE CONDITIONS, GUARANTEES AND WARRANTIES IN THE CONSUMER GUARANTEES ACT 1993 CANNOT BE EXCLUDED FROM THE CONTRACT, NOTHING IN THIS CONTRACT MODIFIES, EXCLUDES OR NEGATES THE PROVISIONS OF THE CONSUMER GUARANTEES ACT 1993.

4.2 Exchange Policy for Products Purchased directly from the company

Unless otherwise required by applicable law, the Company will exchange Products purchased directly from the Company that were incorrectly sent, or are defective, if you notify the Company within 30 days of the date of purchase. If an exchange is not feasible, the Company may issue

(i) a Company credit for the amount of the exchanged Products, which may be used to purchase other Products, (ii) substitute products of similar kind, quality and price, subject to your acceptance, or (iii) a full refund of the purchase price. The return of Products pursuant to this Section 4.2 may affect your eligibility to receive Bonuses and your pin level, and if Bonuses have already been paid on returned Products, then the Company may recoup your Bonuses as set forth below in Section 6.9 of this Chapter 2.

4.3 Procedures for obtaining a refund or exchange

You must comply with the following procedures to obtain a refund or exchange:

- (a) You must receive approval for the return in the form of a Return Merchandise Authorisation (“RMA”) number before you ship the return to the Company. This approval must be obtained either by telephone or in writing, and the actual return shipment must be accompanied by the RMA number (Shipping Inquiries at 1300 NUSKIN/1300 687546 (Australia) or 0800 NUSKIN/0800 687546 (New Zealand));
- (b) The Company will provide you with the correct procedures and location for returning the Products. The Company will not refund the original shipping costs on Products that you return. All return shipping costs must be paid by you;
- (c) Products sent to the Company without an RMA number will not qualify for a refund or exchange and will be returned to you at your expense; and
- (d) Procedures may vary in jurisdictions where different requirements are imposed by law.

5 RETAIL SALES AND CUSTOMER RETURNS

5.1 Retail Sales

Products purchased from the Company may only be sold to retail customers, used for Product demonstrations, or for your own personal use. You are authorised to resell Products you purchase from the Company to retail customers. You may establish your own retail prices for Products and may keep all of the profits you earn from retailing the Products to your retail customers.

5.2 No Wholesaling of Products

You may not sell or distribute Products to Persons who intend to resell the Products, or have resold Products in the past. You are prohibited from selling to Persons, either directly or indirectly, who ultimately (i) resell the Products through a retail store, (ii) resell the Products over the Internet, regardless of the form of Internet distribution channel, unless it has been approved by the Company in writing, (iii) import the Products into an Unopened Country, or (iv) use any other method of distribution that violates the primary purpose of your direct selling business and that of the Company. You must take reasonable steps to ensure that Persons who purchase Products from you do not intend to violate this Section 5.2.

5.3 Purchase Agreements

Addendum C sets out further detail concerning the requirements for Purchase Agreements.

Australia

You must keep a copy of all Purchase Agreements for your records for at least five years.

New Zealand

You must provide Purchase Agreement to your retail customers in accordance with the following requirements:

- (a) You must provide the customer with two copies of the completed Purchase Agreement at the time of the sale. All blanks in the section referring to the 10 day refund policy on the back of the receipt must be completed. The Purchase Agreement should be

completed and include the items ordered, the amount of the sale, and the customer's name, address, telephone number, the date of the sale, the date of the tenth business day after sale, your name, business address, and business telephone number.

(b) You must keep a copy of the Purchase Agreement for your records. You must keep copies of all Purchase Agreements on file for at least four years.

5.4 Money-back guarantees, customer refunds, and exchanges for your retail customers

Australia

Addendum C sets out further details concerning the requirements of customer refunds and exchanges for your retail customers.

New Zealand

You must offer a ten day money-back guarantee to your retail customers. This means that you must, for any reason and upon request, give a full refund of the purchase price to the retail customer, less shipping and handling expenses (if applicable). The only requirement is that the retail customer must request the refund within 10 business days of the date of purchase and return the unused portion of

the Product(s) to you. You must make a refund to the retail customer for returned Product(s) within 10 days of the retail customer's request. The Company encourages you to honour your retail customers' requests for refunds or Product exchanges, even if made more than ten days after the date of sale.

both Australia and New Zealand

(a) If your retail customer purchases a Product directly from the Company, then unless otherwise required by applicable law or a specific Product guarantee, the Company will provide your retail customer with (i) a 100% refund on the returned Product, if the Product is returned within 30 days from the purchase date, and regardless of whether the Product has been used, is re-stockable or re-saleable; and (ii) a Product exchange if the Product was incorrectly sent or is defective as provided in Section 4.2 of this Chapter 2. For the avoidance of doubt, shipping and handling charges incurred by the retail customer when the Products were purchased will not be refunded.

(b) If your retail customer purchases a Product directly from you, and your retail customer returns the Product to you for a refund, then you are responsible for, and must provide the retail customer with, a refund, and the Company will only provide a replacement Product to you up to 90 days following the refund, provided that the unused portion of the Product and the Purchase Agreement is returned to the Company within 30 days following the refund. The Company encourages you to honour your retail customer's request for refunds irrespective of when they are made.

(c) If your retail customer purchases a Product directly from you, and your retail customer returns the Product to you for a Product exchange, then you are responsible for the Product exchange, and the Company will only replace the exchanged Product to you up to 90 days following the Product exchange, provided that the unused portion of the Product and the Purchase Agreement is returned to the Company within 30 days following the exchange.

The terms set out in this Section 5.4 are in addition to the remedies to which retail customers are entitled under the Australian and New Zealand law (including those under the Consumer Guarantees Act 1993 (NZ)). Nothing in this Section 5.4 is designed to exclude, restrict or modify those consumer remedies. If you are in New Zealand and have purchased a Product from the Company for personal consumption, you will also be entitled the consumer remedies under the Consumer Guarantees Act 1993.