

TERMS AND CONDITIONS OF RETAIL SALES IN NEW CALEDONIA / FRENCH POLYNESIA

1. Application

- a. These Terms and Conditions of Retail Sales in New Caledonia / French Polynesia ("Terms") apply to any sales of Nu Skin products and services made by Nu Skin Enterprises New Zealand Inc. ("Nu Skin", "we", "us" or "ours") directly to any Members and Retail Customers of Nu Skin ("you" or "yours") but not to any Nu Skin Brand Affiliates.
- b. If you are a Member of Nu Skin, the terms and conditions of your Member Agreement with Nu Skin (available at https://www.nuskin.com/content/dam/office/pacific_new/shared/fr/form_s/MemberAgreementPFNC_0521.pdf) are incorporated into these Terms and form part of these Terms.
- c. The Terms of Use on our website (www.nuskin.com/fr_NC/home.html / www.nuskin.com/fr_PF/home.html) are incorporated into these Terms and form part of these Terms.
- d. If you order our products through Nu Skin New Zealand Subscription Program ("Subscription Program"), the Terms and Conditions of the Subscription Program will be incorporated into these Terms and form part of these Terms.

2. Your orders

- a. Before confirming your order, you are responsible for verifying the details of your order, including the descriptions of the products, prices, shipping terms and other terms of conditions of sale displayed on our website or online sales platforms.
- b. You must make sure the information you provided to us in your order is correct. After you have confirmed your order, even if you have incorrectly provided the wrong information, you cannot cancel your order.
- c. All items offered to you are subject to availability. We will inform you as soon as possible if the products you have ordered are not available and we may offer alternative products.
- d. If we cannot supply you with the product you ordered, we will not process your order and inform you of this and, if you have already paid for the product, we will refund you in full as soon as reasonably possible.
- e. If the fulfilment of an order (or any aspect of it) would be illegal or unlawful, including by reason of breach of export controls or sanctions rules, we have the right to stop or cease to fulfil the order at any time, including after dispatch of products and/or notification to you that the order has been received and is being processed. You acknowledge that Nu Skin shall not incur any liability in such circumstances.

3. Price and payment

- a. The price of products and the acceptable payment methods are displayed on our website or online sales platforms.

- b. Unless stated otherwise, Nu Skin does not accept instalment payments and your orders will only be processed after you have fully paid for the price, the applicable tax and the applicable additional charges such as shipping fee.
- c. Unless stated otherwise, all prices are denominated and paid in New Zealand dollars.

4. Delivery

- a. Delivery charges and timescales vary depending on the type of products ordered, the service you select and the delivery address. You will be given full details of our delivery charge before you confirm your order.
- b. Where the supply of your product(s) or service(s) is delayed or prevented for reasons beyond our control (for example, material shortages, import delays or higher than anticipated demand) we will make every effort to keep you informed but shall be under no liability to you for such delay or failure. For the avoidance of doubt, this paragraph does not exclude or effect in any way any statutory right that is afforded to you to cancel an order when a product is delayed or not provided.

5. Title and Risk

Title to and risk of loss for any products you order directly from Nu Skin transfers to you when the products are shipped from the warehouse of Nu Skin.

6. Returns and Refunds

- a. If you are a Member of Nu Skin, for all products you purchase directly from Nu Skin, unless otherwise required by applicable law or a specific product guarantee, Nu Skin will provide you with a 90% refund of the purchase price of the products sold by Nu Skin to you if: (i) the product is returned at your cost within 12 months from the purchase date; and (ii) the product is unopened and resalable.
- b. If you are a Retail Customer of Nu Skin, for all products you purchase directly from Nu Skin, unless otherwise required by applicable law or a specific product guarantee, Nu Skin will provide you with a 100% refund on the returned product if: (i) the product is returned at your cost within 30 days from the purchase date; and (ii) regardless of whether the product has been used, is restockable or resalable.
- c. Nu Skin will not refund the original shipping costs you paid on the products returned by you.
- d. Unless otherwise required by applicable law, Nu Skin will exchange products purchased directly from Nu Skin that were incorrectly sent, or are defective, if you notify us within 30 days of the date of purchase. If an exchange is not feasible, Nu Skin may issue (i) a company credit for the amount of the exchanged products, which may be used to purchase other products, or (ii) a full refund of the purchase price.

7. Indemnity and Limitation of Liability Agreement

- a. This Indemnity and Limitation of Liability Agreement is between you, Nu Skin, and Nu Skin International, Inc., a Utah corporation with a principal place of business located at 75 West Center Street, Provo, Utah 84601 ("NSI").
- b. Indemnity. You agree to indemnify, defend, and hold harmless each of Nu Skin, NSI, their affiliates, and their third-party providers, and each of their respective owners, officers, directors, members, managers, affiliates, subsidiaries, employees, agents, representatives, contractors, suppliers, licensors, successors, and assigns (collectively, the "Indemnified Parties") from and against any claim, demand, proceeding, loss, damage, liability, cost, or expense (including but not limited to reasonable attorneys' fees and court costs) of any kind (collectively, "Claims") arising out of or resulting from, directly or indirectly, (a) any breach of your

obligations under these Terms; (b) your violation of the rights of a third party, including but not limited to any privacy or consumer protection right that is implicated herein; (c) any violation of law; (d) your negligence or willful misconduct; (e) your misuse of goods or products purchased; or (f) your participation in the Subscription Program (if applicable).

c. Survival of Indemnification Obligations. These indemnification obligations shall survive the termination or expiration of these Terms, the Subscription Program (if applicable), and/or your participation in the Subscription Program (if applicable). Nu Skin reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Nu Skin, NSI, or their affiliates, and you agree to cooperate in such defense. You will not in any event settle any matter without the written consent of Nu Skin.

d. Limitation of Liability. To the maximum extent permitted by applicable law, you agree that under no circumstances shall Nu Skin, NSI, their affiliates, or their third-party providers, or any of their respective parents, subsidiaries, or otherwise affiliated entities, predecessors, successors, assigns, partners, owners, members, managers, officers, directors, employees, investors, representatives, agents, or vendors (collectively, the "Nu Skin Related Parties") be liable for (a) any personal injury or property damage or (b) any punitive, incidental, consequential, special, or indirect damages, including, but not limited to, damages for loss of future revenue or income, loss of personal or business reputation or opportunity, loss of profits, loss of goodwill, loss of use, loss of data, loss of confidential information, or business interruption, corruption of data, or other intangible losses, even if any of the Nu Skin Related Parties have been advised of the possibility of such damages, regardless of the theory of liability (contract, tort, or otherwise), arising out of or relating to (i) any breach or alleged breach of these Terms, (ii) your participation in or inability to participate in the Subscription Program (if applicable), (iii) the cost of procurement of substitute goods, data, information, or services, (iv) your status as a Nu Skin Member, (v) a third-party provider's status as a provider of services to you, Nu Skin, NSI, or affiliates of Nu Skin or NSI, (vi) any act, omission, or other conduct arising out of or related to your purchase of products or services from Nu Skin, or (vii) any other matter relating to your purchase of products or services from Nu Skin.

e. Without limiting the generality of the foregoing, you further agree that in no event shall the entire aggregate liability of the Nu Skin Related Parties to you or to your successors or assigns for any claim whatsoever arising out of or related to these Terms or your participation in the Subscription Program (if applicable), including but not limited to any claim or cause of action arising in contract, tort, or equity, exceed the total cost of products that you have purchased from Nu Skin, or \$50 USD (or the equivalent amount in New Zealand Dollars), whichever is greater.

f. As some jurisdictions may not allow the exclusion or limitation of liability for incidental or consequential damages, in such jurisdictions the Nu Skin Related Parties' total liability is limited to the least amount permitted by law.

8. Changes to these Terms

We reserve the right to change and update these Terms from time to time without prior notice and recommend. By ordering products and services from us, you will be deemed to have agreed to these Terms and any changes or updates to these Terms.

9. Governing Law and Jurisdiction

a. These Terms and all disputes relating to these Terms shall be governed by the laws of New Zealand.

b. All disputes relating to these Terms shall be resolved by arbitration and (i) the arbitration will be held in Auckland, New Zealand, in the office of Nu Skin's outside counsel or at such other place as the parties to the dispute may agree; and (ii) the arbitration will be conducted in accordance with the Arbitration Rules of the New Zealand International Arbitration Centre ("NZICA").

10. Severability

If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions

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