

Nu Skin General Conditions of Sale ("GCS")

IDENTIFICATION OF SELLER

Nu Skin South Africa (pty) Ltd., a company registered in South Africa ("Nu Skin")
Registration number: 2007/034731/07
Ground & 1st Floor C/O Spaces, 22 Magwa Crescent, Waterfall City, Midrand 1682
Email address: southafricasupport@nuskin.com
Tel.: +27120042705 / Fax: +27875510662

GENERAL PROVISIONS

The purpose of these GCS is to establish the specific terms and conditions pursuant to which Nu Skin sells to its retail customers (the "Customer") the products offered for sale via the Internet site www.nuskin.com of Nu Skin (hereinafter the "Site"). The GCS apply to the exclusion of any other conditions. Nu Skin reserves the right to amend the GCS at any time. The GCS enforceable against the Customer shall be those existing on the date when the order is placed. The contract shall not be archived. By placing an order, the Customer declares and warrants that he/she is at least eighteen (18) years old and that the product(s) is/are purchased for a private (non-commercial) use only.

PRODUCTS

The products and their main characteristics are described on the Site, so that the Customer can be aware of the nature of the product before placing an order. Nu Skin may change the composition, characteristics or assortment of the products offered for sale on the Site and their presentation or packaging. Products are offered within the limit of available stocks.

PRICE AND PAYMENT

The product sale prices are those that appear on the Site when the Customer records its order. The prices are indicated in South African rand (ZAR) including all taxes and shipping costs separately itemised in the total cost. Payment is limited to the following payment methods: Visa, MasterCard and Wire Transfer for single orders and Visa and MasterCard for Automatic Delivery Rewards orders.

ORDER

Prior to approval of its order, the Customer must check the order summary, and its delivery contact information. Payment is made exclusively online and constitutes the final approval of the order.

The contract will be concluded as soon as Nu Skin confirms by email that the products ordered have been despatched.

Nu Skin reserves the right to suspend or refuse any order if the payment authorisation is rejected by financial institutions, and/or if an order is issued by a Customer who has not paid for a previous order in full or partially.

DELIVERY

The products are deliverable only to a delivery address and billable only in South Africa. The delivery is made and risk are transferred to the Customer by the physical delivery of the product to the Customer, or to any third party designated by the Customer, other than the transporter proposed by Nu Skin. Products are delivered to the delivery address indicated during the ordering process, no later than thirty (30) days after the contract is made.

INFORMATION ON WITHDRAWAL RIGHT

Withdrawal right

The Customer is entitled to withdraw from this contract within fourteen (14) days without giving any reason.

The withdrawal period will expire after fourteen (14) days from the day on which the Customer acquires, or a third party other than the carrier and indicated by the Customer acquires physical possession of the products (*ie.* the delivery date). To exercise the withdrawal right, the Customer must inform

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of his decision to withdraw from the contract by a clear statement (e.g. a letter sent by post or e-mail). The withdrawal form appearing at the bottom of these GCS may be, but is not required to be, used for this purpose.

To meet the deadline, it is sufficient for the Customer to send his communication concerning his exercise of the withdrawal right before the withdrawal period has expired.

Effects of withdrawal

If the Customer withdraws from the contract, Nu Skin will reimburse to the Customer all payments received from him, including the costs of delivery (except for the supplementary costs arising if the Customer chooses a type of delivery other than the least expensive type of standard delivery offered by Nu Skin), without undue delay and in any event not later than fourteen (14) days from the day on which Nu Skin is informed about the Customer's decision to withdraw from the contract.

Nu Skin will carry out the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement.

Nu Skin may withhold reimbursement until Nu Skin has received the products back or the Customer has supplied evidence of having sent back the products, whichever is earliest.

The Customer shall send back the products at its expense, to the following address:

Expeditors, Eastport Logistics Park

100 Eastport Blvd

Kempton Park

Johannesburg

1619

without undue delay and in any event not later than fourteen (14) days from the day on which the Customer communicates his withdrawal from the contract to Nu Skin. The deadline is met if the Customer sends back the products before the period of fourteen (14) days has expired.

The Customer is only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the products.

Exclusion

The withdrawal right does not apply to sealed products which are not suitable for return due to health protection or hygiene reasons, if such products were unsealed after delivery.

Additional withdrawal right

In addition to the statutory withdrawal right as set out above, Nu Skin grants the Customer a period of three (3) months after the purchase date to withdraw from the contract, without having to indicate any reason.



If the right to withdraw is exercised by the Customer more than fourteen (14) days after the product is delivered, Nu Skin will only reimburse the product price without the initial delivery costs.

CONFORMITY AND WARRANTY

Nu Skin shall be liable for any non-conformity of the products pursuant to the statutory warranty provisions.

COMPLAINT HANDLING

If not satisfied with the purchase, or for any request related to the commercial and legal warranties, the Customer may contact Nu Skin customer service, at the contact information found under the “Contact” heading on the Site. Nu Skin will acknowledge any complaint within twenty-four (24) hours and will seek to resolve it as soon as possible thereafter.

If not satisfied the Customer may use the independent services of the Office of the Consumer Goods and Services Ombud (CGSO) (www.cgso.org.za).

Any Customer who is still not satisfied may wish to address its complaint to the Direct Selling Association (“**DSA**”) which offers an out-of-court dispute handling service specific to direct selling companies such as Nu Skin who are members of the DSA. DSA members agree to abide by the DSA Code of Ethics. For details of the DSA Code of Ethics and its out-of-court dispute handling arrangements, you can contact the DSA:

Direct Selling Association of South Africa

Email: admin@dsasa.net

Postal address: P.O. Box 53524, Wierdapark, 0149

<http://www.dsasa.co.za>

Complaints can be submitted to the DSA either online (by email) or by post.

APPLICABLE LAW AND COURTS OF JURISDICTION

These GCS are subject to the South African law. Subject to the alternative disputes resolution mechanism described above, any dispute, controversy or claim arising out of, or in relation to, these GCS and any order/transaction, including the validity, invalidity or breach thereof, shall be resolved by the competent South African courts.

PROTECTION OF PERSONAL INFORMATION

You can consult our policy on protection of personal information through the following link:

https://www.nuskin.com/content/nuskin/en_ZA/corporate/legal.html

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