



## PM-International Singapore Nutrition Pte Ltd (“PM-International”) 销售与 交付的一般条款和条件

### 1. 范围; 合同语言

1.1. 本《销售与交付一般条款与条件》(“GTC”)适用于您(消费者或经销商, 以下统称为“客户”)与我们——PM-International Singapore Nutrition Pte Ltd (地址: 380 Jalan Besar #01-06 Singapore 209000, 以下简称“PM-International”或“PM”)通过本网上商店订立的合同。

1.2. 合同语言仅限于英语。本条款与条件的其他语言译本仅供您参考之用。如各语言版本之间存在任何差异, 应以英文文本为准。

### 2. 适用法律

适用新加坡法律, 但不包括《联合国国际货物销售合同公约》及任何国际私法的规定。

### 3. 合同的订立

3.1. 我们在网上商店中展示的商品和服务构成订约邀请 (invitatio ad offerendum), 而非具有法律约束力的要约。

3.2. 在下单流程的最后一步点击“立即购买”按钮, 即表示您提交了购买订单概览中所显示商品和/或服务的具有约束力的要约。在提交订单后, 您将立即收到收据确认, 但这并不构成对您报价的接受。当我们通过单独的电子邮件确认接受您的订单和/或预订, 或发出商品时, 您与PM-International之间的合同即告成立。请定期检查您邮箱中的垃圾邮件文件夹。

## General Terms and Conditions of Sales and Delivery of PM-International Singapore Nutrition Pte Ltd (“PM-International”)

### 1. SCOPE; CONTRACT LANGUAGE

1.1. These General Terms and Conditions of Sales and Delivery (“GTC”) apply to contracts concluded between you (consumer or distributor, collectively referred to as the Customer) and us, PM-International Singapore Nutrition Pte Ltd, located at 380 Jalan Besar #01-06 Singapore 209000 (hereafter “PM-International” or “PM”), via this Online Shop.

1.2. The contract language is exclusively English. Translations of these terms and conditions into other languages are provided for your information only. In the event of any discrepancies between the language versions, the English text shall prevail.

### 2. APPLICABLE LAW

The laws of Singapore shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and any provisions of private international law.

### 3. CONCLUSION OF THE CONTRACT

3.1. The presentation of goods and services in our online shop constitutes an invitation to contract (invitatio ad offerendum) and not a legally binding offer.

3.2. By clicking the „Buy Now” button in the final step of the ordering process, you submit a binding offer to purchase the goods and/or services displayed in the order overview. Immediately after submitting the order, you will receive an receipt confirmation, which, however, does not constitute acceptance of your offer. A contract between you and PM-International is concluded as soon as we accept your order and/or booking by a separate email or dispatch the goods. Please regularly check the SPAM folder of your email inbox.



#### 4. 合同达成前的技术步骤及输入错误的更正;在我们网店的注册

4.1. 在下单过程中,您首先将想要购买的商品加入购物车。在购物车中,您可以在下单前随时调整商品数量或删除已选商品。如果您的购物车中已有商品,点击“下一步”按钮将进入填写您的信息的页面,然后选择配送和付款方式。最后,将会显示一个概览页面,您可以在这里查看并确认您的信息。您可以通过点击相应字段旁的“修改”来更正输入错误(例如付款方式、信息或所需数量)。如果您希望完全取消下单流程,只需关闭浏览器窗口即可。否则,点击“立即购买”确认按钮即表示您的声明具有约束力,依据本《通用条款与条件》第3条第2款的规定。

4.2. 只有在本网店注册的用户才能下单购买商品。作为注册用户,您无需每次都提供个人信息;您只需在下单前或下单过程中,使用注册时选择的电子邮件地址和密码登录您的客户账户即可。仅进行注册并不意味着您有义务购买我们提供的商品。有关我们如何处理您的数据的信息,请参阅我们的《数据隐私政策》,可在本网店页面底部找到。

#### 5. 合同文件

5.1. 合同条款,包括有关所订购商品和/或预订服务的信息,以及本《通用条款和条件》(GTC),将在接受您的合同要约或相关通知后,通过电子邮件发送给您。

#### 4. TECHNICAL STEPS UNTIL CONCLUSION OF CONTRACT AND CORRECTION OF INPUT ERRORS; REGISTRATION IN OUR ONLINE SHOP

4.1. During the ordering process, you first add the goods you wish to purchase to your shopping cart. There, you can adjust the quantity of items or remove selected items at any time before ordering. If you have items in your cart, clicking the „Next“ buttons will take you to a page where you enter your data and then select the shipping and payment method. Finally, an overview page will open where you can review your information. You can correct input errors (e.g., regarding payment method, data, or desired quantity) by clicking „Change“ next to the respective field. If you wish to cancel the ordering process entirely, you can simply close your browser window. Otherwise, clicking the „Buy Now“ confirmation button will render your declaration binding in accordance with Section 3 (2) of these GTC.

4.2. You can only order goods in our online shop if you are a registered user. As a registered user, you do not need to provide your personal data every time; instead, you can simply log into your customer account using your email address and the password you chose during registration, either before or during an order. Registering alone does not entail any obligation to purchase the goods offered by us. For information on how we process your data, please refer to our Data Privacy Policy, which you find at the bottom line of our Online Shop.

#### 5. CONTRACTUAL DOCUMENTS

The contractual terms, including information about the ordered goods and/or booked services, along with these GTC, will be sent to you via email upon acceptance of the contract offer or notification thereof.



## 6. 订阅;期限与终止

6.1. 订阅为客户提供在购买时对某些产品的定期、重复交付的价格折扣。消费者可以选择 30 天或 90 天的配送间隔。分销伙伴仅可选择90天的配送间隔。选择30天配送间隔时,订购的商品每30天交付一个单位;选择90天配送间隔时,订购的商品每90天交付三个单位。订阅生效后,产品将根据您在订阅时选择的频率自动为您下单并配送,无需您进行额外操作。订阅及产品的某些信息(包括价格、折扣和可用性)可能会随时间发生变化。每个订阅订单均受适用的订阅条款和产品详情的约束。在每次订阅订单发货前,您将收到包含订单所有详细信息的订单确认。

6.2. 订阅中所订购的产品将按月开具发票。

6.3. 在选定的间隔内向客户进行交付,没有最低期限且持续时间不限,即直到客户取消他们的订阅为止。取消可以随时通过电子邮件或通过 PM-International 网站提供的取消表格进行。

6.4. 我们保留随时取消您订阅的权利。如果您的订阅被取消,您将通过电子邮件收到相应通知。您仅需为已收到发货确认的订阅订单支付费用。

## 7. 交付条款;运输损坏

7.1. 我们将根据与您达成的协议交付商品。任何运费将在产品描述中注明,并将在发票上单独显示。

7.2. 如需更多信息,请致电 +65 6462 2512 查询。

## 8. 价格

我们网店中的所有价格信息均为含法定增值税的毛价,并需另付运费。

## 6. SUBSCRIPTIONS; DURATION AND TERMINATION

6.1. Subscriptions offer customers discounts on the prices applicable at the time of purchase for regular, recurring deliveries of certain products. Consumers can choose between delivery intervals of 30 or 90 days. Distribution partners are only provided with the 90-day delivery interval option. When selecting the 30-day delivery interval, one unit of the ordered product is delivered at 30-day intervals, and when selecting the 90-day delivery interval, three units of the ordered product are delivered at 90-day intervals. Upon subscribing to a subscription, products will be automatically ordered for you and delivered to you at the frequency chosen by you at the time of subscription, without further action required from you. Certain details of the subscription and the product (including price, discount, and availability) may change over time. Each subscription order is subject to the applicable subscription and product details. Prior to the shipment of each subscription order, you will receive an order confirmation containing all the details of the order.

6.2. The products ordered in the subscription will be invoiced at monthly intervals.

6.3. Deliveries to the customer at the selected intervals are made without a minimum term and are unlimited in duration, i.e., until the customer cancels their subscription. Cancellation is possible at any time via email or through the cancellation form provided on the PM-International website.

6.4. We reserve the right to cancel your subscriptions at any time. If your subscription is canceled, you will receive a corresponding notification via email. You will only be charged for subscription orders for which you have already received a shipping confirmation.

## 7. DELIVERY CONDITIONS; TRANSPORT DAMAGES

7.1. We deliver the goods according to the agreements made with you. Any shipping costs are stated in the product description and will be separately indicated on the invoice.

7.2. Further information is available by calling +65 6462 2512.

## 8. PRICES

All price information in our online shop is gross prices including statutory value-added tax and is subject to additional shipping costs.



## 9. 所有权保留

商品在收到全额付款之前仍归PM-International所有。

## 10. 付款条款

10.1. 购买价格和运费在订购时立即支付。可以通过直接借记PayNow、信用卡和银行转账支付货款。PM-International保留在个别情况下排除某些支付方式的权利。

10.2. 不接受现金或支票支付。我们在发生损失时不承担责任。

10.3. 除非您的反诉已被法律确立或无争议，否则您无权抵销我们的索赔。

## 11. 自愿退货政策

此外，我们为退货提供以下条件：

### “30天退款保证”下的退货政策：

每位消费者如果不满意，可以在PM-International开具发票之日起30天内退回订购的FitLine产品。为此，FitLine产品必须以全额预付邮资的方式退回至PM。随后，PM将就已支付的购买价款开具贷项通知单。宣传资料和销售辅助工具不在本满意保证范围之内。如果您希望使用110%保证，即退还已支付金额的110%，则退货凭证上必须填写客户/相关方的姓名、地址及退货原因。

### 延长退货政策 90天：

每位分销商及消费者可在PM-International开具发票之日起90日内退回所订购的PM产品，前提是产品完好、未开封且可再次销售（产品距离保质期至少3个月），且无需提供退货理由。为此，PM产品必须连同完整、正确填写的退货凭证一并，以全额预付邮资的方式退回至PM-International。随后，PM将就已支付的购买价款开具贷项通知单。宣传资料和销售辅助工具不在本满意保证范围之内。[\[点击这里\]](#)

## 9. RETENTION OF TITLE

The goods remain the property of PM-International until full payment has been received.

## 10. PAYMENT TERMS

10.1. The purchase price and shipping costs are due for payment immediately upon ordering. Payment for the goods can be made by direct debit PayNow, credit card and bank transfer. PM-International reserves the right to exclude certain payment methods in individual cases.

10.2. Payment by sending cash or checks is not possible. We exclude our liability in the event of loss.

10.3. You are not entitled to set off against our claims unless your counterclaims have been legally established or are undisputed.

## 11. VOLUNTARY RETURN POLICY

In addition, we grant the following conditions for returns:

### Return Policy under the “30-Day Money back guarantee”:

Every consumer can return ordered FitLine products within 30 days from the date of invoice issued by PM-International if not satisfied. To do so, the FitLine products must be returned to PM as a fully prepaid package. PM will then issue a credit note for the amount of the purchase price paid. Promotional materials and sales aids are excluded from this satisfaction guarantee. If you want to make use of the 110% guarantee, meaning the refund of 110% of the paid amount, the customer's/interested party's name, address, and reason for return must be provided on the return receipt.

### Extended Return Policy 90 Days:

Every Distributor and every consumer can return ordered PM products within 90 days from the date of invoice issued by PM-International, provided that they are intact, unopened, and resalable (the products must have 3 months or more until the best before date), without providing reasons. To do so, the PM products must be returned to PM-International with a fully and correctly completed return receipt, as well as a fully prepaid package. PM will then issue a credit note for the amount of the purchase price paid. Promotional materials and sales aids are excluded from this extended return policy. [\[Click Here\]](#)



## 12. 保修

12.1. 如果从我们网店购买并交付的商品存在缺陷,您有权要求更换、解除合同或降低购买价款。

12.2. 对所交付商品的保修请求的时效期限为自商品交付之日起两年内。

12.3. 如果我们在个别情况下提供了单独的保修,该保修是对上述保修的补充。

## 13. 责任

13.1. PM International 应对因其自身或其员工的疏忽而导致的死亡或受伤向客户承担责任。除上述情况外,PM International 根据本 GTC 或与销售产品相关的责任应受本条款规定的限制。

13.2. 尽管有上述第1款的规定,在所有其他情况下,我们仅对直接损失承担责任。在所有其他情况下,我们不承担责任。

## 14. 版权和使用权

我们拥有在网店中发布的所有图片、视频及文字的版权或使用权。未经我们明确同意,您不得使用任何图片、视频或文字。

## 15. 争议解决;管辖权

15.1. 凡依据本通用条款及条件或与之相关的任何销售所产生的争议,其管辖法院为新加坡法院。

15.2. 我们将尽力友好解决因合同关系产生的任何分歧。因此,请联系我们,以便我们共同找到解决方案。

本一般条款和条件(GTC)可能会被定期审查和更新。PM-International将在其网上商店的网站上发布这些GTC的新版本。

## 12.WARRANTY

12.1. If the goods purchased and delivered from our online shop are defective, you are entitled to request replacement, withdraw from the contract, or reduce the purchase price.

12.2. The limitation period for warranty claims for the delivered goods is two years from the delivery of the goods.

12.3. If we have given a separate warranty in individual cases, this warranty is in addition to the abovementioned warranties.

## 13.LIABILITY

13.1. PM International shall accept liability to the Customer for death or injury resulting from its own or that of its employees' negligence. Save as aforesaid, PM International's liability under or in connection with the sale of products under these GTC shall be subject to the limitations set out in this clause.

13.2. Notwithstanding subparagraph 1 above, in all other cases, we are only liable for direct damages. In all other cases, our liability is excluded.

## 14.COPYRIGHT AND USAGE RIGHTS

We hold copyright or usage rights to all images, videos, and texts published in our online shop. You may not use any of the images, videos, or texts without our express consent.

## 15.DISPUTE RESOLUTION; JURISDICTION

15.1. The place of jurisdiction for all disputes under or in relation to any sales under these GTCs are the courts in Singapore.

15.2. We endeavor to resolve any disagreements arising from our contractual relationship amicably. Therefore, please contact us so that we can find a solution together.

These GTC may be reviewed and updated periodically. PM-International will publish the new version of these GTC on the website of its Online Shop.