

# General Terms and Conditions of Sales and Delivery

# **1. RIGHT TO EXCHANGE OR REFUND**

Product returns must be accompanied by a written statement detailing the reasons for the return and a copy of the appropriate PM invoice (from PM to the business partner). Nutritional supplements may be returned within 30 days of the date of the invoice and cosmetics may be returned within 90 days of the date of the invoice. In individual cases, the return period for nutritional supplements may be extended to 45 days from the date of the invoice. This goodwill provision is applicable only if the end customer returns a product to the business partner on the last day of the 30 day return period and therefore it is not possible for the business partner to meet the 30 day return period towards PM! An exchange or return of products without stated reason is possible within the 30 day return period.

For compliance with this period is it sufficient to state the intention to return the goods within the period using one of the following means:

e-mail to: customerservice-usa@pm-international.com or customerservice-op@pm-international.us

Mail to: Pittsburgh P.M. International Nutrition & Cosmetics Inc. 1012-F Corporate Lane Export, PA 15632 / USA customerservice-usa@pm-international.com

OR

PM-International USA 8010 25TH E, Unit 101 Sarasota, FL 34243 / USA customerservice-op@pm-international.us

In the case of the return of goods the contract becomes void and monies already paid are returned after the goods delivered have been received by PM-International.

Possible printing errors and price alterations excepted.

## PM-International USA Shipping Policy

The following are the terms and conditions that constitute our Shipping Policy.

## **Domestic Shipping Policy**

## Shipment processing time

All orders received by 3PM (Eastern Time), Monday thru Friday are processed and shipped the same day. Orders are not shipped or delivered on weekends or holidays. Delivery will occur 2-5 business days from the order process date.



If we are experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.

### Shipping rates & delivery estimates.

Shipping charges for your order will be calculated and displayed at checkout. All packages are shipped via UPS, FedEx, or USPS and are calculated based on the weight of the package according to the below standard.

0-4lbs. = \$8.50 4.1-7lbs = \$9.90 7.1-10lbs. = \$14.50 10.1-14lbs. = \$18.90 14.1-18lbs. = \$23.50 18.1-22lbs = \$36.30 22.1-28lbs = \$45.45

\* Overnight delivery is only available for orders with delivery addresses within the continental United States by directly contacting your PM-International office and are subject to a \$50 overnight fee.

\*\* Delivery delays can occasionally occur.

#### Shipment confirmation & Order tracking

You will receive a Shipment Confirmation email once your order has shipped containing your tracking number(s). The tracking number will be active within 24 hours.

#### Customs, Duties and Taxes

PM-International is not responsible for any customs and taxes applied to your order. All fees imposed during or after shipping are the responsibility of the customer (tariffs, taxes, etc.).

#### Damages

PM-International is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.

Please save all packaging materials and damaged goods before filing a claim.

# **3. INTERNATIONAL SHIPPING POLICY**

We currently do not ship outside the U.S.

# 4. RESERVATION OF PROPRIETARY RIGHTS

The goods remain the property of PM-International until they have been fully paid for.

# 5. PAYMENT, DUE DATE, DELAYED PAYMENT

Payment for goods may be rendered with an accepted credit card. Payment by sending cash or a check is, unfortunately, not possible. We exclude all liability in the case of loss. Payment is due and will be charged at the time of shipping.



# 6. INTERNET GUIDELINES (VERSION DATED FEBRUARY 25TH 2015)

Use of Internet addresses (domain names) to link to the official PM sites is governed as follows.

In general the PM-International brands may not be used in conjunction with domain names (such as, for example www.activize.de, www.activize.com, www.fitline.eu, www.fitline.info, www.restorate.net, etc.).

Use of the PM-International brands in word and image is not permissible.

Use of PM-International brands is permissible in a limited way with an addition, i.e. if many other words are additionally used as a complement (www.fitline-seite.de, www.fitline-einkaufen.com, www.fitline-nutrition. net, www.peters-activize-seite.de, etc.) and the domain links to an official PM Website. Product names are not permissible as a complement (e.g..www.fitline-zellschutz.com). In general, the domain must comply with all legal requirements.

For the sales of products via the Internet the PM Office Shop is available to you. Sales and advertisement using brand names (in word or image) outside of these sites is not permissible, also not in ebay or on similar platforms.

Use in social networks ("WKW", "studiVZ", "facebook", etc.), address portals ("yellow pages", "meine-stadt", etc.) and "Google-Maps" are permissible as long as the Teampartner is merely described as a distribution partner with registered contact data. Additions such as for example logos, images, other brands or statements about healing or effective properties are not permissible. In addition, the contents must be legally above reproach (Competition Law, Health Claims, Patent Law, Trademark Law etc.).

It is not permissible to entrench the official PM sites in a frame in your own Website.

#### Terms and Conditions for both Monthly and 3 Month Autoshipments Payments

1. By enrolling for an PM-International autoshipment, which is a recurring payment program, you authorize PM-International USA: (a) to initiate recurring automated clearing house (ACH) debit entries or debit card payments from the checking or savings account you specify, or (b) to initiate recurring charges from your specified credit card.

The amount debited from your checking or savings account or charged to your credit card every month will be the then current balance on your account. Your current balance is the amount on your PM-International invoice, plus additional charges billed to your account after your statement was issued, less credits or payments posted to your account after your statement was issued, less credits or payments will be automatically withdrawn from your specified credit card on the PM-International on your autoshipment process date, unless you terminate your authorization in the manner described herein.

2. You agree to be bound by any rules your financial institution requires for your debit or credit card issuer requires for pre-authorized debit or credit card transactions. You are responsible for all fees charged by your financial institution associated with the pre-authorized payment option.

3. YOU HAVE THE RIGHT TO TERMINATE YOUR AUTHORIZATION AT ANY TIME ONLINE OR FOR AN AUTOSHIPMENT IN THE CURRENT MONTH, 3 DAYS PRIOR TO YOUR PROCESSING DATE BY LOGGING INTO YOUR ACCOUNT PM-INTERNATIONAL.COM AND BY TERMINATING THE AUTOSHIPMENT OR BY EMAILING YOUR LOCAL PM-INTERNATIONAL USA OFFICE AT <u>AUTOSHIP-USA@PM-INTERNATIONAL.US</u> FOR THE PITTSBURGH OFFICE OR <u>CUSTOMERSERVICE-OP@PM-INTERNATIONAL.US</u>. FOR THE SARASOTA OFFICE AND TERMINATING YOUR AUTHORIZATION WITH PM-INTERNATIONAL. THIS EMAIL MUST CONTAIN YOUR CUSTOMER/TEAM PARTNER NUMBER.



4. You must update all changes to your credit/debit card information by logging into your account at pm-international.com or contacting your PM-International office at 1-800-686-1760 for the Pittsburgh office or 1-844-955-4600 for the Sarasota office. If you do not update your credit/debit card information and PM-International is unable to charge your credit card or withdraw funds from your credit/debit card for the amount due on your PM-International autoshipment, you may be subject to applicable late fees, returned item charges and any fees or charges assessed by your financial institution.

5. PM-INTERNATIONAL SHALL BEAR NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR CREDIT CARD IS CHARGED.

6. PM-International reserves the right to change these terms or terminate this autoshipment program at any time. Notice may be given by email or by other methods.

7. These terms do not in any way terminate, amend or modify other terms, agreements or policies that apply to your PM-International account or any PM-International services you receive or other agreements you may have with PM-International.

October 07, 2024