

ABUNDANTSUCCESS S.A. - INBS

Terms & Conditions International

§ 1 SCOPE OF THE TERMS AND CONDITIONS

The following general Terms and conditions are part of every distribution partner contract between

Abundantsuccess-I.N.B.S., S.A.
Rua das Aguas livres n 4
2605197 Belas Clube de Campo
Portugal
Represented by the General Manager,
Email contact: support@inbs.io

and the Independent Business Member (IBM), being an independent distribution partner.

The Terms and Conditions (T&C), the Compensation Plan, the Independent Business Members Agreement (IBMA) - forming inseparable part of one document and entire Agreement between the Company and its IBM's - explain and govern the relationship between each IBM (referred to hereafter as the "Customer" or "IBM") and INBS (referred to hereafter as the "Company" or "INBS").

In addition, these Terms and Conditions apply - excluding the Compensation Plan and the IBMA documents - for the sale of goods to private individuals if applicable.

§ 2 CONTRACT AREA / CONTRACTORS / CONTRACT CONCLUSION / PRODUCT PURCHASE

1. CONTRACT AREA

We generally try to offer our products to commercial customers worldwide. However the EU is our main service region. For potential restrictions, please consult your back office area or consult customer service before placing an order.

However, for logistical reasons, we cannot always offer shipping solutions from our side to all regions of the defined contract area; see also § 3 b) further down. As conditions and circumstances may change please check for most up to date shipment details your back office area or consult customer service.

2. CONTRACTORS

The company offers its products and services to commercial contractors only.

3. BINDING OFFER

The presentation of the goods in the online shop or the back office of the company does not constitute a binding offer by the Company. A purchase contract becomes effective by order confirmation via e-mail or by confirmation in the back office of the IBM by the Company.

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4. ORDERING METHODS

- a) When placing an order in your IBM customized back office, the IBM follows the technical steps as described below in detail. The IBM proceeds to each of the order steps referred to below by using the usual functions of the internet browser.
- b) The IBM may choose any product out of the offered goods and place the product in the shopping basket by clicking the "ADD" button or a button with similar meaning. The IBM may empty the shopping basket at any time by setting the number of selected products to "0" or by deleting via the delete button or a button with similar meaning.
- c) All changes can be made via mouse or keyboard.
- d) In the next step, the IBM will see an overview with the header "All Items of Your Order" and has the option to change the contents of the basket again. Next step is the selection of "Method of Payment" by clicking on the desired payment method.
- e) The order process is completed by clicking the button "BUY" or button with similar meaning. The receipt of the order is displayed to the customer immediately after completing the ordering process. The Company stores your order and the order data in the system.
- f) All prices are to be understood as net prices excluding VAT when applicable, excluding any shipping costs that may arise. Shipping costs will be shown after completing the order process and before clicking the "BUY" button.

5. PAYMENT OPTIONS

- a) The purchase price is due immediately upon conclusion of the purchase contract. The payment therefore shall be made by the time of order. Purchases may be paid by any method of payment offered by the Company on the website as for example debit card, major credit cards, digital currencies or bank wire transfer.
- b) If payment is made with a valid credit card (Mastercard, VISA) the corresponding amount is immediately reserved on the customer's credit card, but is only debited when the order is successfully transmitted to the Company's logistic center. The Company reserves the right to check the validity of the card, the available credit amount in relation to the order value and the address details of the Customer. The Company may reject orders based on the results of this check.
- c) If an underpayment is made, the order will not be processed until the full amount is received by the Company. If an overpayment is made, the Company will process the order and issue a credit to the Customer's account, which will automatically refund on the next payment due. For convenience, the Customer may authorize the Company to keep a valid credit card on file for easiness of further payments.

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d) The goods remain property of the Company until full payment has been received by the Customer.

§ 3 SHIPPING AND HANDLING POLICY

a) Fulfillment shall be made, unless otherwise agreed in writing, ex warehouse of The Company to the delivery address indicated by customer in the order process on behalf of the customer.

b) Subject to availability, all products will be shipped out the warehouse by professional shipping companies with Door-to-Door Delivery or any other similar shipping service within approximately four (4) business days after effective purchase contract. In general, Door-to Door Delivery is available for all shipment destinations within European Countries.

For other shipment destinations where Door-to Door Delivery can't be provided as an additional service by the Company, the Company offers however a *free of charge* storage facility for up to six months (after purchase contract finalized) at the Company's warehouse in Luxembourg. For details refer to your back office or consult customer service.

Regardless of this, the contractual partner is free to organize the transport of the goods to such countries ex warehouse of the Company.

c) Shipping costs and handling fees which are displayed prior any purchase on the website will be charged separately and are not included in the displayed product price.

d) As our customers are Professionals, i.e. purchase for professional needs and/or for their business activity as an IBM, delivery shall generally take place at the customer's risk. This also applies for partial deliveries.

f) In case the IBM has caused higher shipping costs by providing an invalid or false shipping address details, the customer shall reimburse the additional costs to the Company.

§ 4 BACK ORDERS

The Company will always expeditiously ship all products currently in stock. Any out-of-stock items (unless discontinued) will be placed on back order and distributed upon Company receiving additional inventory. IBM's will be charged and granted rewards on back ordered items unless notified of the definite discontinuity of such product. All back orders may be cancelled upon Customer's request and will create a credit on the IBM's account.

§ 5 DAMAGED AND LOST GOODS

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The customer is entitled to a statutory liability for defects. With regard to liability for defects, the statutory provisions apply, unless the following liability restrictions with regard to compensation for damages do not result otherwise.

a) The Company is liable - with the exception of injury to life, health and the breach of essential contractual obligations (i.e. delivery and transfer of goods) - only for damages that are due to intentional or grossly negligent conduct of the Company. This also applies to indirect consequential damage such as loss of profit in particular.

b) Liability under the Product Liability Act, if applicable by law, remains unaffected.

c) Insofar as the Company's liability is excluded or limited, this also applies to the personal liability of employees, representatives and other agents of the Company.

d) The selected shipping company is responsible for any damage that occurs after it takes physical custody of the products.

An IBM who receives damaged goods should follow this procedure:

aa) Accept delivery, document on the delivery receipt the number of boxes/units which seem to be damaged and have the driver of the shipping company acknowledge the damage in writing.

bb) Save the damaged products or boxes for inspection by the shipping agent and call the Company Customer Service Department for further instruction.

e) In the event the IBM does not receive a product order from the Company within the promised timeframe he has to contact the Customer Service Department for further instruction.

§ 6 REFUSED ACCEPTANCE OF SHIPMENT

In case an IBM refuses the delivery on any order he has placed with the Company and such product is subsequently returned to the Company, the Company shall have the right to place that IBM on pending suspension until the incident is solved at sole discretion by the Company. In General, no IBM shall refuse any shipment from the Company unless prior approval of the Company has been obtained.

§ 7 PRODUCT PRICING

The Company will always offer best prices to their IBM. However, the prices for Company's products and services are subject to change without prior notice.

§ 8 SALES TAX (VAT)

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Depending on the type of product and the market, the Company may have to charge sales tax (VAT) on taxable products or services according to national or international tax law regulations. Product prices displayed in the back office / sales pages of the Company for IBM's are net prices, i.e. they do not include VAT.

§ 9 STOCKPILING / 70 % rule

The success of the Company depends widely on retail sales to Customers via IBM's; therefore, all forms of stockpiling by IBM's are prohibited. The Company strictly prohibits the purchase of products in unreasonable or excessive amounts and as a consequence prohibits the purchase of products only or primarily to qualify for any kind of Rewards or Qualification.

The IBM is required to procure orders for inventory only when he has sold at least 70 percent of previously purchased inventory to his customers.

§ 10 REFUND POLICY AND WARRANTY

1. CUSTOMER / IBM SATISFACTION RETURNS GUARANTEE

a) The Company offers, besides statutory rights of withdrawal for private consumers if applicable, a fourteen (14) day, 100 % money-back and satisfaction guarantee to all Customers for all physical products.

b) If a Customer is dissatisfied with any physical product for any reason, the Customer may return that product in its original package and shipping container to the Company's Shipping Department for either replacement or a full refund of the purchase price.

c) To return a product you must obtain a return merchandise authorization (RMA) and return the products within 7 days after you have received the RMA.

d) All returns to Company must be accompanied by a signed statement from customer identifying the reason for the return and a copy of the original sales receipt

e) The Company will refund the original purchase price of products, and all related sales taxes. Please note that shipping and handling fees are not part of the return guarantee and therefore not refundable.

f) Returned products must be in the same condition as they were when received by the IBM.

The IBM shall be liable for any diminished value of the goods if this loss in value is attributable to any use or handling of the goods which is not deemed necessary in order to verify the condition, features and functioning of the goods.

g) The satisfaction return guarantee shall not apply in the following cases:

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aa) Delivery of goods which are not prefabricated and have been manufactured on the basis of a personal choice or according to customer specifications, or of goods which have clearly been tailored to the IBM's personal requirements.

bb) Delivery of sealed goods which are not suitable to be returned for reasons relating to health protection or hygiene.

cc) Delivery of audio or video recordings or computer software in sealed packaging if the seal has been removed after delivery.

dd) Delivery of newspapers, journals or magazines, excluding subscription contracts.

ee) Digital, nonphysical online delivery products.

h) The Company will not accept any products you purchased from a different seller or reseller.

i) Due to different legal customer protection laws in various countries, the Company expressly reserves the right, not to deliver the whole product range to all countries in which the Company conducts business.

2. IMPLIED WARRANTIES

a) Except as expressly stated herein, the Company gives no warranty as to the product quality, merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product purchased by the Company. Defects or any other damage caused by negligent or improper treatment of the goods, improper installation, the use of unsuitable accessories or changes made to the original parts by the customer or a third party are not covered by the warranty.

Signs of wear and tear from normal use are also excluded from the warranty.

b) The limitation period for all claims arising from the liability for material defects is 12 months and starts with the delivery of the purchased goods. If the IBM acts upon conclusion for its commercial or independent professional activities the limitation period is 6 months starting with the delivery of the purchased goods.

With regard to the statutory warranty conditions, the particular national, binding rules apply for private consumers; warranty formalities shall in this case be carried out in congruence with the legal regulations.

For IBM's the statutory warranty period in general is 6 months from the delivery of the good unless differently ruled in binding applying national legislation.

§ 11 PRIVACY POLICY

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The Company is committed to protect your privacy as much as possible. This privacy policy explains the use of information collected via our website, connected service partners like MSI and customer service operations. As used in this privacy policy, the term “personal information” means any information that may be used to identify an individual or corporation, including, but not limited to, a first and last name, home or other physical address, an email address, phone number or other contact information, whether at work or at home.

The European Data Protection Regulation places new requirements on the processing of personal data, to which we have applied as to Art. 14 of the European Data Protection Regulation ("EU GDPR"). Information on the business purpose, purposes of data storage, data recipients, our data protection officer, your right to information, the right to deletion or correction, etc. can be found in our data protection declaration, which you can access here in more detail. [\(link\)](#)

Whenever you visit Company's website, your Internet browser transmits the following data to our web server: Date and time of the website visit, the sender's IP address, the requested resource, http-method and User Agent header. However, our web server will store these data separately from other data; hence, it is not possible for us to allocate these data to a specific person. Following an anonymous analysis for statistical purposes, these data will be deleted immediately.

The Company uses Cookies for being able to categorize requests and requirements of IBM/Customers. By using cookies, the Company will be enabled to measure the frequency of website visits and the general navigation. Cookies are small text files, which are stored on your computer system. Please note that some of these cookies are being transferred from our server to your computer system - these are usually so-called “session-cookies”. “Session-cookies” are characterized by the fact, that they will be automatically deleted from your hard drive at the end of the browser session. Other cookies will remain on the computer, thus enabling the Company to recognize your computer during your next visit. You may, of course, reject cookies at any time, depending on your browser settings. Please note, that specific functions of this website may eventually not be functional or working with restrictions if Cookies are blocked.

The Company uses Google Analytics for being able to categorize requests and requirements of the IBM/ Customer. Google Analytics applies so-called “cookies”, text files, which will be stored on your computer and allow analyzing your use of the website. The information created by the cookies referring to your visit of this website (including your IP-address) will be transferred to a server of Google in the USA and stored there. Google will use this information for analyzing your use of the website, for compiling reports on the website activities for the website-operators and for providing additional services related to website and internet usage. Furthermore, Google may eventually pass this information on to third parties, if this is required by law or if third parties will process these data on Google's behalf. Google will not associate your IP-address with other data of Google. You may refuse the installation of cookies by selecting the appropriate settings on your browser software; however please note that if doing so you may eventually not be able to make full use of all the functions of this website. By using this website, you agree that the data collected by Google concerning your person may be processed in the manner and for the purpose described above.

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The Company collects personal information and usage statistics to maintain a high-quality customer experience and deliver superior customer service. Some information we request directly from the IBMA registration. Other pieces of data are gathered indirectly from website traffic, your computer hardware and Internet connection. The Company does not disclose personal information you provide to any third parties without your permission. The Company may disclose your personal information if required to do so by law or in the good faith belief that such action is necessary to conform to the edicts of the law or comply with legal process served on this web site.

The Company gathers stores and utilizes Personal Data worldwide in strict accordance with the applicable law. The Company uses your personal information with your explicit permission to support and extend our business relationship with you.

The Company only passes on Personal Data in accordance with statutory requirements and with your permission to third party companies if those companies undertake to comply with our contractual obligations to you and endorse our data protection policy.

You can contact the Company at any time if you have any queries or suggestions relating to our data protection policy. The Privacy Policy will be also accessible and retrievable on the Company's website.

Personal Data will be used within the core business purpose as a Referral Marketing Company to meet the contractual obligation in respect to our carefully selected business partners, mainly to forward qualified potential customers to the various offers of our contractual partners. These business partners are subject to the same privacy standards.

Besides, personal information about any IBM (like the name, address and telephone number) will not be passed on or sold to outside companies for their marketing or advertising purposes without your explicit permission.

The Company complies with applicable laws and industry standards when transferring, receiving and storing consumer data. Access to your personal information is limited to those employees who require the information in order to provide products or services to you as part of their daily business. The Company only does collect personal information from individuals with a minimum legal age of 18 years.

The personal information provided by a Customer during the registration process is used for the Company's internal purposes only; including third parties who are reasonably necessary to fulfill your service and purchase requests like third- party fulfillment houses, customer support, billing and credit verification services, and the like; and to comply with tax and other applicable law; as otherwise expressly permitted by this Agreement or as otherwise authorized by you.

§ 12 SEVERABILITY / SALVATORY CLAUSE

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the present Terms and Conditions is held to be invalid or not enforceable, the Company shall have the right to modify

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the invalid or unenforceable provision or any portion thereof, to the extent required to be valid and enforceable, and the Customer shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

If any of these provisions cannot be applied for whatever reason, this shall not affect the validity of the remaining provisions; the Terms and Conditions as a whole remain effective.

§ 13 DELAYS / FORCE MAJEURE

The Company shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riots, wars, fires, death, curtailment of a party's source of supply, government decrees or any other force majeure or unforeseeable circumstances.

§ 14 DISPUTE SETTLEMENT

a) The European Commission provides a platform for out-of-court online dispute resolution in respect to private consumer contracts (OS platform), which can be accessed at <http://ec.europa.eu/odr> .

b) The Company always endeavors to resolve any disagreements in respect to the contractual relationship in a mutually acceptable manner. The Company does not participate in a procedure at a state-recognized consumer arbitration board for private consumer contracts.

§ 15 GOVERNING LAW

The law of the Portuguese Republic shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

The place of fulfilment for all services and products arising from business transactions with the Company shall be the Portuguese Republic insofar as the customer is a merchant (IBM), a legal person governed by public law or a special fund under public law.

If the customer is a merchant (IBM), legal person governed by public law or special fund under public law, Portuguese Republic shall be the exclusive place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship with the customer or from these Terms and Conditions.

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