

# Product Return – Shipping Discrepancy & Damage Claim Form

Young Living (Europe) Limited (the "Company", "Young Living", "we" or "us"), a company registered in England with registered office at, 12 Harvard Way, Harvard Industrial Estate, Kimbolton, Huntingdon, PE28 0NJ Tel: +44 (0)1480 710032 Fax: +44 (0)1480 862849 Web: www.youngliving.com E-Mail: customercare@youngliving.comCompany Registration No. 5299340 VAT Registration No. 842 0048 62

Return Merchandise Authorisation Number (RMA):	
Order Date:	Young Living ID#:
Forename:	Surname:
Invoice Number:	Date of Goods Received:

Please use additional paper if necessary:

Quantity	Item Code	Please tick where applicable
		<ul> <li>○ Unwanted ○ Faulty ○ Leaking ○ Missing Item ○ Wrong Item</li> <li>○ Address Issue ○ Damaged Parcel ○ Lost Parcel ○ Other (please specify below)</li> </ul>
		<ul> <li>○ Unwanted ○ Faulty ○ Leaking ○ Missing Item ○ Wrong Item</li> <li>○ Address Issue ○ Damaged Parcel ○ Lost Parcel ○ Other (please specify below)</li> </ul>
		<ul> <li>○ Unwanted ○ Faulty ○ Leaking ○ Missing Item ○ Wrong Item</li> <li>○ Address Issue ○ Damaged Parcel ○ Lost Parcel ○ Other (please specify below)</li> </ul>
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		<ul> <li>○ Unwanted ○ Faulty ○ Leaking ○ Missing Item ○ Wrong Item</li> <li>○ Address Issue ○ Damaged Parcel ○ Lost Parcel ○ Other (please specify below)</li> </ul>
		<ul> <li>○ Unwanted ○ Faulty ○ Leaking ○ Missing Item ○ Wrong Item</li> <li>○ Address Issue ○ Damaged Parcel ○ Lost Parcel ○ Other (please specify below)</li> </ul>
Comment – Other Issues		

Young Living reserves the right to review each return or exchange on a case-by-case basis.

**Return Policy:** Refer to the policies for more information regards our 90 day exchange guarantee. A Return Merchandise Authorisation Number (RMA) must be obtained from Customer Care before sending any items back and must be displayed on the outside of the package. Young Living will not accept any returns from Distributors without an RMA displayed and form enclosed. Customers who are not Distributors, however, may claim according to their statutory rights and should contact Customer Care via phone, E-Mail or post regarding returns.

# SECTION 8 PRODUCT RETURNS of the Young Living Policies and Procedures

## 8.1 Return Policy

Young Living reserves the right to review each return or exchange on a case-by-case basis, by maintaining your statutory rights. Returns will cause promotions, credits, commissions, and bonuses to be adjusted or reversed, both for the person making the return and for any upline Distributors who received compensation on such purchases.

## 8.1.1 Return Guidelines

Any member who purchased products directly from Young Living (e.g. by a phone call, via an email, by mail order, fax or via the website):

- has a right to cancel at any time up to 14 days after the day on which the member takes delivery of the goods.
- will get a refund by the same means (payment method) the goods were purchased with, including the cost of standard delivery

When sending a notice of cancellation, please include the following:

- Member's name and address, including the YL ID number and PIN
- Description of the goods
- Date of order
- Reference Number of order or invoice

Important: Notice of cancellation must be given within 14 days of receipt of goods, either via phone, post (takes effect when posted), e-mail (takes effect when sent) or fax (takes effect when faxed).

It is important to return the products in good condition within 14 days of cancellation.

The return postage (from Member to Young Living) will not be refunded and are at the Member's expense.

Additional guarantees:

The guarantees set out here (a - d) are without prejudice to your statutory rights.

a. <u>Return of faulty or damaged Products (excluding electrical appliances)</u>

Within ninety (90) days after shipment (accidental damage or misuse is excluded) and in addition to any right to cancel the order as set out above, you are entitled to either

- a repair, or
- a replacement Product, or
- a credit on the member's Young Living account of the purchase price and applicable Value Added Tax, or
- a full refund of the purchase price and applicable Value Added Tax.

This guarantee set out here are without prejudice to your statutory rights.

A return label (postage pre-paid) will be supplied by YL to return the faulty or damaged product. Please contact Customer Care via phone or e-mail to receive this label. It is important to describe the fault with as much detail as possible (per e-mail or a letter within the returned parcel), as the product will be checked and tested.

# b. Return of faulty or damaged electrical appliances

Within twelve (12) months (accidental damage or misuse is excluded) and in addition to any right to cancel the order as set out above, you are entitled to either

- a repair or
- a replacement, starting from the day of delivery.

A return label (postage pre-paid) will be supplied by YL to return the faulty or damaged product. Please contact Customer Care via phone or e-mail to receive this label. It is important to describe the fault with as much detail as possible (per e-mail or a letter within the returned parcel), as the appliance will be tested.

Should the product be found in working condition without a fault, you will be contacted by Customer Care and either

- the working product will be returned back to you, and you will be charged for all shipping charges, or
- you may purchase a new product for the normal sales price, depending on your discussion with Customer Care. You will be charged for all shipping charges.
- c. <u>Return of unopened/Sealed Products (all products)</u>

Within thirty (30) days after delivery and in addition to any right to cancel the order as set out above:

- for a full refund of the product price in the same method of payment of the purchase price and applicable Value Added Tax (less shipping charges).

Within ninety (90) days after delivery (excluding the first thirty (30) days) and in addition to any right to cancel the order as set out above:

- for products with which the member is dissatisfied for a credit of the purchase price and applicable Value Added Tax (less shipping charges), including a 10% handling fee.

If a returned product is not received by the Company's distribution centre, it is the responsibility of the member to trace the shipment. Young Living is not liable for items lost or damaged in transit. The cost for returning product(s) shall be borne by the distributor.

## d. Return of opened Product (all products)

Within thirty (30) days after delivery for products with which the member is dissatisfied - for a credit on the member's Young Living account of the purchase price and applicable Value Added Tax (less shipping charges).

Within ninety (90) days after delivery (excluding the first thirty (30) days) for products with which the member is dissatisfied

- for a credit or the purchase price and applicable Value Added Tax (less shipping charges), including a 10% handling fee.
 - The credit applied for opened product will be based on the percentage of the product returned. For example if you return 50% of

a product, then a credit of 50% (less shipping charges and a 10% handling fee) will be applied to your Young Living account.

These return guidelines do not affect a Distributor's rights to return products upon termination of the Distributor Agreement as set out in clause 38 of the Distributor Agreement.

#### 8.1.2 Rights and duties of YL Distributors

YL Distributors must honour the rights of their Customers (consumer) as set out in this Returns Policy, and therefore give their Customers (consumers) the same guarantees as YL grants its Members. YL Distributors must:

- a. inform YL of any notice of cancellation or YL Guarantee claim that the Distributor receives from a Customer (consumer), and
- b. give every co-operation to YL to ensure that the Customer's (consumer's) rights are honoured.

The rights of YL Distributors to cancel any order that the Distributor has placed with YL are governed by the Policies & Procedures which are part of each Distributor's contract with YL.

Distributors are responsible for returning any returned product(s) they receive to the Company within fourteen (14) days of receiving the return. Excessive returns may be deemed an abuse of Young Living's return policy and may result in suspension of your return privileges and/or distributorship.

Receipt/invoice/proof of purchase from the Distributor to the Customer with date, amount and item description including quantity is required to receive a refund for faulty items.

# 8.1.3 Legal rights of Distributors and Customer(s) of Distributors

Your legal rights include the right to receive goods which correspond with the description (and any sample) by reference to which they were sold, which are of satisfactory quality, which are reasonably fit for the purposes for which such goods are usually bought and for any particular purpose for which you have informed us that you wanted them. The cancellation rights and the YL Guarantee which are set out above are in addition to those legal rights.

We make every effort to ensure that YL products are of the highest quality. If, however, the goods are damaged upon delivery or you consider them to be defective or below the quality reasonably to be expected, please contact your Distributor – or YL direct – without delay

## 8.1.4 Product Kits

Any product kit returned to Young Living must be complete; otherwise the kit will not be eligible for an exchange or refund. No individual items from a kit will be eligible for a refund.

# 8.1.5 Return of Promotional Product(s)

For any complimentary item(s) received by the purchaser via a qualifying purchase or through the buy-one-get-one-free (BOGOF) promotion, returns will be handled as follows:

a. If a qualifying purchase is returned in whole or in part, therefore negating the qualification to receive the complimentary item, the promoted product(s) must also be returned or the member will be charged for the free product(s).

b. If one of the BOGOF products is returned, Young Living will not credit the member, as Young Living will assume the returned item(s) is the promoted product(s). If both products of the BOGOF are returned, Young Living will credit the member for the product purchased.

#### 8.2 Procedures for Returns

The following procedures apply to all returns for refund, repurchase, or exchange. A separate Returns Procedure applies for terminated Distributor Agreements (see Clause 38 "Termination" in the Terms and Conditions of the Distributor Agreement).

- a. The customer or Distributor who purchased a product directly from Young Living must return all products. In the event that a customer or Distributor sends back a product it will be checked and tested.
- b. All product(s) must be returned in its original container (e.g. glass bottles). If a returned product is not received by the Company's distribution centre, it is the responsibility of the member to trace the shipment. Young Living is not liable for items lost or damaged in transit. We therefore recommend that you return items using special or recorded delivery system and retain your proof of postage.
- c. The return must have a Return Merchandise Authorisation number (RMA) which must be obtained by calling Customer Care YL Europe. The RMA number must be written on the outside of each package otherwise the shipment will be returned to the Distributor and/or Customer, and the Distributor and/or Customer will be liable for such cost. Alternatively you may include within the parcel a completed "Product Return, Shipping Discrepancy & Damage Claim Form" (in short, Product Return Form).
- d. All returns must be shipped pre-paid to Young Living at the address stated in Section 15. Young Living does not accept Cash on Delivery (C.O.D.) packages.
- e. Volume for exchanges will be counted in the month the exchange transaction was made.
- f. No refund or exchange will be made for subsequent returns of the same product, except when the product is damaged or defective.
- g. Credits/refunds will be issued when Young Living has received the goods.
- h. Members are responsible for ensuring that products are returned in good condition.
- i. The Distributor who purchased products directly from Young Living must return all products. Distributors must obtain a Return Merchandise Authorisation Number (RMA) from Customer Care before sending any items back and must be displayed on the outside of the package. Young Living will not accept any returns from distributors without an RMA displayed or a filled in "Product Return, Shipping Discrepancy, Damage Claim Form" enclosed.

# **SECTION 10 SHIPPING**

#### **10.1 Shipping Methods and Charges**

Orders are generally shipped within two (2) business days (excluding weekends and holidays). An Invoice is included in each shipment. It contains the order number, member number and name, product code, product name, price, and the amount and method of payment. Distributors should keep these invoices for personal accounting records. Packages may be tracked through the parcel carrier.

#### **10.2 Shipping Discrepancies**

When an order is received, the products should be checked against the Invoice to make certain there is no discrepancy or damage. Please notify Young Living via mail, telephone or fax of any shipping discrepancies or damage within five (5) business days of receipt of shipment. Failure of notification within those five (5) days will forfeit your right to request a correction. For product faults or quality issues please refer to section 8 of the procedures. To correct any problems you may have encountered with your shipments, please contact Young Living (Europe) Ltd - Customer Care Department. Your Customer Care representative will discuss the steps to rectify the situation and issue a Return Merchandise Authorisation (RMA) number if necessary. You may contact us by telephone, e-mail or by fax.

Signature