

## Table of Contents

|  |          |
|--|----------|
| <b>1. Definitions.....</b>                     | <b>2</b> |
| <b>2. Terms for Direct Buyers.....</b>         | <b>2</b> |
| 2-1. Placing an Order .....                    | 2        |
| 2-2. Canceling an Order.....                   | 3        |
| 2-3. Use of Products.....                      | 3        |
| 2-4. Delivery & Transfer .....                 | 3        |
| <b>3. Terms for Indirect Buyers .....</b>      | <b>4</b> |
| 3-1. Placing an Order .....                    | 4        |
| 3-2. Returns & Refunds Via Distributors .....  | 4        |
| 3-3. Verification.....                         | 4        |
| <b>4. Terms Applicable to All Buyers .....</b> | <b>4</b> |
| 4-1. Product Availability.....                 | 4        |
| 4-2. Prices & Payments.....                    | 4        |
| 4-3. Returns & Refunds .....                   | 5        |
| 4-4. Intellectual Property .....               | 5        |
| 4-5. Privacy Policy.....                       | 5        |
| 4-6. Customer Support .....                    | 5        |
| 4-7. Disclaimer & Limitation of Liability..... | 5        |

Welcome to Newsha Company (“we,” “us,” or “our”). These Terms and Conditions (“Terms”) govern your access to and use of our products and services, whether purchased directly from us or through our independent distributors. By placing an order, you agree to be bound by these Terms.

We reserve the right to change these terms, in whole or in part, from time to time at our sole discretion, and to provide you with notice of such change by any reasonable means, including without limitation posting the revised version of these terms on the WEBSITE.

You can determine when it was last revised by referring to the “LAST UPDATED” at the top of this Agreement.

## **1. DEFINITIONS**

### **Direct Buyers:**

Customers who purchase products directly from our website for personal or business use.

### **Indirect Buyers:**

Customers who purchase products through an independent distributor affiliated with our network marketing program.

### **Independent Distributors:**

Authorized individuals or entities who purchase products from us to resell to end customers, but they are not our employees or agents, and are not in any way authorized to act on our behalf. They are independent contractors who work with us and know, promote, and offer our Products.

## **2. Terms for Direct Buyers**

### **2-1. Placing an Order**

- You must place orders online.
- You provide the Personal Data necessary to accept, process, and fulfil your order and allow delivery, and acknowledge that we can use this data for the purposes set out in our [privacy policy](#).

- When we have accepted your order, an order confirmation will be sent to you by e-mail, at which point the purchase contract will come into existence. We may refuse to accept your order without stating a reason for rejection; we will refund in full any payment you have already made.
- In addition to the order confirmation, you will receive a packing list. The packing list provides a summary of the Products shipped to you.
- Not all Products will be available at all times, and availability may vary based on location and timing. If a Product is out of stock at the time you place your order, we will try to inform you before your order is finalized so that you can change or abandon the order.

## **2-2. Canceling an Order**

- Once your online order is placed, it cannot be cancelled via the website; you will need to contact Customer Services at [info@newshadrinks.com](mailto:info@newshadrinks.com) or by filling in the “contact us” form on our website and submitting it.
- You may cancel an order without giving any reason during the period that your order is being processed and not yet packed! This means that during the relevant period, if you change your mind, you can notify us of your decision to cancel the order and receive a full refund.
- We reserve the right to unilaterally cancel an order placed by you at any time if we reasonably suspect that you are in breach of any of the Terms.

## **2-3. Use of Products**

Direct buyers may use purchased products for personal or business purposes, but may not resell without authorization.

## **2-4. Delivery & Transfer**

- Once your order is placed, it will enter the shipping process, and no further changes can be made. You can return any unwanted items, and a credit will be applied to your card.
- For orders shipped directly to you, the following applies:
  - A valid address is required for all deliveries.
  - All items in your order must be sent to a single "ship to" address.
- We will process and deliver your order as quickly as possible. We shall not be liable for delays in delivery caused by circumstances beyond our control.
- We will not be responsible for non-delivery, wrong, or late delivery of an order caused by the provision by you of incorrect or incomplete Personal Data.

### 3. Terms for Indirect Buyers

#### 3-1. Placing an Order

- Purchases are made through an independent distributor.
- The purchases are subject to the terms agreed upon with that distributor. We are not responsible for misrepresentations or promises made by independent distributors.

#### 3.2 Returns & Refunds via Distributors

- Requests for returns or refunds must be made directly through the distributor who sold you the product.
- Distributors may offer different return policies in line with our minimum refund standards. If a resolution is not reached, you may contact us for mediation.

#### 3.3 Verification

- To validate the authenticity of a distributor, you may contact us at [info@newshadrinks.com](mailto:info@newshadrinks.com). Unauthorized sellers are not supported, and purchases from them are not eligible for official returns or warranties.
- You acknowledge and agree that we have no control over, and are not responsible or liable for, any text, images, or other information or materials posted by independent distributors to their personalized online sites. We have not taken any steps to confirm the accuracy or reliability of any Content or other materials communicated by an independent distributor to you, and we make no representations or warranties as to the security of any communications between you and any independent distributors.

### 4. Terms Applicable to All Buyers

#### 4-1. Product Availability

- We strive to ensure all products are available at the time of order. However, availability may vary, and we reserve the right to limit quantities or discontinue products without notice.

#### 4-2. Prices & Payments

- The prices of the Newsha Products set by us and displayed on the price list are valid at the time of placing the order.
- The Prices do not include VAT, the costs of transport, delivery, and any other fees and charges that are clearly indicated during the ordering process.
- We reserve the right to change pricing at any time and in our sole discretion.
- Full payment is required at the time of purchase.

### 4-3. Returns & Refunds

- Items must be unopened and in original condition. For reasons of safety and hygiene, we may refuse to accept the Products that have been unsealed where that means those products are no longer in the same condition as at the time of purchase.
- Refunds and exchanges will be subject to our refund and exchange policies. You agree to pay all charges incurred by you or on your behalf, including, without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.
- Without prejudice to your right to cancel any order and return a Product, upon receipt of the delivery, you should check its content to make sure that it does not contain any Products that might have been damaged during transportation. You, or the person receiving the Products in your name, must notify Customer Services immediately by submitting a claim and describing the damage/defect.

### 4-4. Intellectual Property

All product content, branding, and materials are the intellectual property of us and may not be copied, modified, or used without express permission.

### 4-5. Privacy Policy

- By placing an order, you give your consent to the storing and processing of Personal Data by us and by certain third parties authorized or hired by us to deliver your orders, for credit collection, or other supporting activities.
- You may at any time refuse receipt of commercial information from us or an independent distributor; such refusal shall be sent to the e-mail address indicated in the relevant commercial information received from us or the independent distributor.

### 4-6. Customer Support

You can always address any inquiries about Price calculations, any order-related issues, any complaint, question or request to our Customer Services at [info@newshadrinks.com](mailto:info@newshadrinks.com) or by filling in the “contact us” form on our website and submitting it.

### 4-7. Disclaimer & Limitation of Liability

We are not liable for any indirect, incidental, or consequential damages arising from product use or purchase. Products are intended for lawful use only. Please consult a medical professional before using health-related products.