



# Product Guarantees, Returns and Inventory Repurchase

# **RETURNS GUARANTEE**

#### **INITIAL ORDER RETURNS**

ASEA offers, a 100% 30-day money-back guarantee to all Preferred Customers, Retail Customers, and Associates on their initial enrollment order. If, for any reason an Associate or a customer is dissatisfied with their initial Product order, the Associate or customer may return the used portion of the Product within 30 days, for a replacement, exchange or a full refund of the purchase price (less shipping costs) with a maximum of 2 used cases. When more than two cases are purchased, all Products in addition to the two used cases must be in Resalable condition to receive a refund. If an Associate wishes to return their enrollment order exceeding \$240 the return will be deemed an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms of Section 7.2, and the Associate's Agreement shall be canceled. All Associate, Preferred Customer and Retail Customer, enrollment orders purchased directly from ASEA must be returned to ASEA at the Associate's/customer's expense. All Products refunded are subject to bonus withholdings and qualification recalculations based on the original purchase date. Withholdings and refunds are based on enrollment package units, not individual units. Used or opened Product is only available for return/refund within 30 days of purchase date.

## **GENERAL RETURNS - REQUIREMENTS**

All returns that are not initial order purchases are subject to the follow conditions:

- a) Returns must have been personally purchased by the Associate from ASEA (Purchases from other Associates or third parties are not subject to refund).
- b) Returns must be in resalable condition (see Definition of "Resalable" in Section 7.2).
- c) Returns in resalable condition and returned within 30-days of purchase will receive a 100% refund (less shipping costs).
- d) Returns in resalable condition and returned after 30-days, but within 90-days of purchase will receive a 90% refund (less shipping costs).
- e) Product and marketing materials returned after 90-days will not be refunded, except as an inventory repurchase as specified in Section 7.2.
- f) All returned Product exceeding \$240 in any 12 month period, will be deemed an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms of Section 7.2, and the Associate's Agreement shall be canceled.

## **AUTOSHIP RETURNS**

In order to cancel an autoship order, Associates must contact Associate Support at least 3-business days before the autoship order is to go through. All other policies listed in Section 7.1.2 apply to returns for autoship orders.

#### RETAIL PURCHASE FROM AN ASSOCIATE'S INVENTORY

If, for any reason, a retail customer is dissatisfied with their initial order of ASEA Products, the retail customer may return the unused/used portion of the Product to the Associate from whom it was purchased, within 30 days of the original purchase date, for a full refund of the purchase price (less shipping costs). All Associates agree to honor this refund policy for their retail customers. After the initial order, retail customers may return Product for a full refund within 30-days of the order (less shipping) as long as Product is in resalable condition (see Definition of "Resalable" in Section 7.2).

In the event an Associate issues such a refund to a retail customer, the Associate may return the refunded Products to ASEA within 30-days of the original, retail order date for a full Product replacement provided the Associate includes a copy of the retail receipt with the empty packaging. All retail orders and returns are subject to confirmation by the Company. The Product must be received by ASEA within ten (10) days from the date on which the retail customer returned the merchandise to the Associate. Associates are responsible for shipping charges for all replacement Products sent from ASEA.

# The following provision sets forth the minimum refund permitted by law to a retail customer:

A retail customer who makes a purchase of \$25.00 or more has three business days after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form. When an Associate makes a sale or takes an order from a retail customer who cancels or requests a refund within the three business day period, the Associate must promptly refund the customer's money as long as the Products are returned to the Associate in substantially as good condition as when received. Additionally, Associates must verbally inform customers of their right to rescind a purchase or an order within three business days, and ensure that the date of the order or purchase is entered on the order form. All retail customers must be provided with two copies of an official ASEA sales receipt at the time of the sale. The back of the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

# **INVENTORY REPURCHASE UPON CANCELLATION**

Upon cancellation of an Associate's Agreement, the Associate may return Starter Kits, Products and sales aids for a 90% refund. In order to receive a refund from ASEA pursuant to this policy, the following requirements must be met:

- a) The items being returned must have been personally purchased by the Associate from ASEA (purchases from other Associates or third parties are not subject to refund);
- b) The items must be in Resalable condition (see Definition of "Resalable" below); and
- c) The items must have been purchased from ASEA within one year prior to the date of cancellation.

If the purchases were made by credit card, the refund will be credited back to the same account. If an Associate was paid a bonus or commission based on a Product(s) that he or she purchased, and such Product(s) is subsequently returned for a refund, the bonus and/or commission that was paid to the Associate based on that Product purchase will be deducted from the amount of the refund.

Products and Sales aids shall be deemed "Resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that, in accordance with commercially reasonable practice within the trade, the merchandise may be resold at full price; and 4) they are returned to ASEA within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be Resalable.

#### **MONTANA RESIDENTS**

A Montana resident may cancel his or her Associate Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

### PROCEDURES FOR ALL RETURNS

The following procedures apply to all returns for refund, repurchase, or exchange:

- a) All merchandise must be returned by the Associate or customer who purchased it directly from ASEA.
- b) Associates must call Associate Support to initiate a Return Material Authorization (RMA). Associate Support will provide an RMA number which must be written legibly on the box(es) of each returned Product.
- c) Associates must return Products to ASEA with the RMA number prominently displayed. Only returned Product with an RMA number will be refunded.
- d) The Company accepts returns of full cases only. Individual bottles may not be returned for refund, repurchase, or exchange.
- e) Proper shipping carton(s) and packing materials are to be used in packaging the Product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to ASEA shipping pre-paid. ASEA does not accept shipping-collect packages. The risk of loss in shipping for returned Product shall be on the Associate. If returned Product is not received by the Company's Distribution Center, it is the responsibility of the Associate to trace the shipment. We recommend that you keep your tracking information until the you have received your refund.
- f) If an Associate is returning merchandise to ASEA that was returned to him or her by a personal retail customer, the Product must be received by ASEA within ten (10) days from the date on which the retail customer returned the merchandise to the Associate, and must be accompanied by the sales receipt the Associate gave to the customer at the time of the sale.
- g) All commissionable and qualifying volume will be deducted from the Associate account in connection to the return. All volume generating returns may result in Associates having future commissions withheld.
- h) All payments are refunded to original form of payment to the original payee.

No refund, exchange, or replacement of Product will be made if the conditions of these rules are not met.