

TERMS AND CONDITIONS

The Terms and Conditions for the use and/or shopping of the website www.gogoldentree.com (hereinafter referred to as the “Terms and Conditions”).

1. Introduction

The Terms and Conditions apply to the use of the website www.gogoldentree.com, the online shop of Golden Tree Nutrition Ltd (hereinafter referred to as the “**online shop**”) and/or the purchase of goods published on the website.

By using the website, you (hereinafter also: the customer) acknowledge that you have read and agree to the Terms and Conditions. When using the website, you are also bound by all other documents mentioned in the Terms and Conditions, in particular the Cookie Policy and the Privacy Policy, so we urge you to read them carefully before using it. If you do not agree to the Terms and Conditions, Cookie Policy or Privacy Policy, you should not use the website. By placing an order in any form, you are deemed to have accepted the Terms and Conditions, Cookie Policy and Privacy Policy in full.

All content published on the website is the property of Golden Tree, storitve za preobrazbo, d. o. o., Alpska cesta 43, 4248 Lesce, Slovenia (hereinafter referred to as the **company** or **Golden Tree**) and may only be used for non-commercial purposes. They may not be copied, reproduced or distributed in any way without the company's consent.

Golden Tree reserves the right to change the content published on the website <https://www.gogoldentree.com>.

Accessibility of information

Golden Tree undertakes to provide the customer with the following information at all times:

- The identity of the company (company name, registered office, business address, registration number);
- Contact details that allow customers to communicate with the company quickly and efficiently (email, address);
- The essential specifications of its goods;

- Product availability (every product or service offered on the website should be available within a reasonable time);
- The terms of delivery of the product (method, place and time of delivery);
- Clearly and unambiguously set out the prices of the goods and whether the prices shown already include tax and delivery charges;
- The method of payment and delivery;
- The time validity of the offer;
- The terms and conditions, the period within which the customer can make a return, and information on the costs involved;
- An explanation of the complaints procedure, including the contact details where the customer can lodge their complaint.

2. Ordering goods

The information contained on the website and the provisions of the Terms and Conditions constitute an offer for sale. You will be deemed to have entered into a contract for the purchase of goods with Golden Tree upon placing your order when you receive an email from us confirming that we have received your order.

In addition to your order and our confirmation of your order, the contract for the purchase of the goods includes these Terms and Conditions, which are available to you on the website and which you will receive together with your order confirmation.

Golden Tree will always endeavour to process all orders received, but exceptional circumstances may arise (e.g. orders received during a certain period exceeding the stock of certain goods). In the event of exceptional circumstances, the company reserves the right to refuse to process an order in whole or in part at any time after the order confirmation has been sent. In these cases, Golden Tree will notify you immediately of its (partial or total) withdrawal from the contract and will not be liable to you or to any third party. Golden Tree shall not be obliged to deliver the goods which formed part of your order and which are the subject of its withdrawal under this paragraph unless the despatch of the individual goods has been confirmed in a separate despatch note.

When ordering via the online form, the customer must provide an email address and telephone number in order to be kept informed of the progress of their order (free of charge).

2.1. The process of placing an order

To make a purchase on the website, the customer should follow the order process, which includes:

- Choosing a product: On the website, you select the relevant goods and the desired quantity, then click ADD TO CART to add the goods to your virtual basket.
- Entering your details: Continue by clicking on the PROCEED TO CHECKOUT button, where you enter your details, choose your payment method and select any additional services related to delivery. You can check the order summary (goods, quantity, price, etc.) at any time before placing your order.
- Submitting an order: By clicking on the ORDER WITH OBLIGATION TO PAY button, your order will be placed and you agree to the payment obligation. You will be redirected to a webpage with a message that your order has been confirmed. In addition, you will receive an order confirmation with all the details (type of goods, quantity and price, including delivery costs) together with a copy of the Terms and Conditions in PDF format to the email address you entered.
- Despatch: Your order will be prepared and despatched by the agreed method of shipment in accordance with the deadline set out in the second paragraph of this section of the Terms and Conditions. You will be notified by email, which will include a confirmation of the shipment and a web link to track the order. By placing an order, you commit to take delivery of the package.
- Cancelling/amending an order: Your order is deemed confirmed unless you cancel it. You can cancel your order by sending a cancellation request to the email address info@gogoldentree.com (including the order number of the order to be cancelled). You can amend your order by sending an email to the email address info@gogoldentree.com, notifying Golden Tree of the requested amendment. Please note that not all such requests can be accepted, as it depends on whether the order has already been processed and despatched or not. If your order has already been processed and despatched, it may be necessary to refuse delivery or return the items before we can resend the amended order or refund your money in the case of a cancellation. However, Golden Tree will endeavour to do its best to assist you and make the requested changes to the best of its ability.

Golden Tree endeavours to process and despatch all orders within 3 working days from the date the order is placed. However, if, due to unforeseen circumstances, we are not able to process and despatch your order within the aforementioned timeframe, we will notify you immediately and ensure that your order is despatched as soon as possible. The delivery date also depends on the delivery service provider.

Legal persons are subject to the same conditions for ordering and payment for goods as set out in points 2-7 of the Terms and Conditions.

To make any changes to your delivery, please contact Royal Mail and quote your tracking number as provided in your order confirmation.

3. Prices and special offers

All prices quoted on the website are expressed in British pounds (GBP) and include VAT, but do not include delivery costs. In addition to the price of the goods, the invoice includes the delivery costs as indicated when completing your order and on the order confirmation.

Special offers (discounts) are offered depending on demand and stock availability.

Legal persons or other persons liable for VAT must provide an identification number or tax number when ordering.

3.1. Discount codes

When making an order you can enter a promotional code which will reduce the value of the goods and therefore the total value of the order.

Discount or promotional codes (with the exception of the free delivery code) are not valid for any of the following services:

- Delivery costs,
- Cash on delivery fee,
- Parcel insurance, or
- Express delivery fee.

Promo codes and other discounts are not cumulative, and only one valid code or discount can be used per order.

4. Payment methods

You can choose from the following payment methods:

- **by credit card** through the payment service provider Stripe.

- **via PayPal** using a credit or debit card, where the PayPal fee is payable by us;
- The cost of delivery is £4.90 (**Royal Mail**). If the total amount of the order is £100 or more, delivery is free.

5. Parcel insurance

Before you complete your order, you have the option of selecting parcel insurance, which means that your package will be additionally insured against loss or damage. This insurance comes at an additional charge of £1.90.

This service allows you to avoid the complaint procedure with the delivery service and the need to return the goods at your own expense. In case your package is lost or you have received damaged goods, you will receive a new package. In the event that the goods ordered are out of stock at that time, you will receive a refund.

If your package has been lost or you have received damaged goods, you are obliged to notify us immediately by email to info@gogoldentree.com.

In the event that the package is damaged, you are entitled to a replacement based on a photograph of the actual condition, without prior inspection of the damaged goods by us. This insurance does not mean that you can keep the damaged items. Golden Tree determines the need to return damaged goods according to the value and the degree of damage, and we will inform you as soon as possible.

In the event the parcel is lost, we will examine the circumstances of the delivery with the delivery service after receiving notification from you that you have not received the parcel. Once we receive confirmation from the delivery service that your parcel has been lost, we will send you a new parcel immediately.

6. Express delivery

Before placing an order, you can select the express delivery option, which means that your order is processed on the same day or the next working day at the latest. This service comes at an additional charge of £1.90.

Orders with express deliver are prepared and dispatched faster than regular orders, but unfortunately, due to the very nature of delivery services, we cannot

guarantee that these orders will be delivered faster or that there will not be a delay in delivery due to any unforeseen situations with the delivery service (extreme weather conditions, technical problems, etc.). This option only means that the order will receive priority treatment from us.

7. Retention of title

Golden Tree retains title to the goods and services sold and they remain the property of the company, even after they have been delivered to you, until you pay for them in full.

8. Cancellation and returns

8.1. Cancellation & Returns

If you are considered a consumer under the Consumer Protection Act (Official Gazette of the Republic of Slovenia, No. 130/22, you have the right, in the case of making a purchase online, to **send us an email within fourteen (14) days of receipt of the goods to the following email address info@gogoldentree.com to tell us that you are withdrawing from the contract in whole or in part and wish to make a return**, without having to give a reason for your decision.

The time limit referred to in the preceding paragraph shall take effect on the day following the date of delivery of the goods. The only cost you bear in connection with the cancellation is the cost of returning the goods (which is charged according to the delivery service's price list).

The return address to which you must send the goods within 14 days of notifying us is:

Golden Tree,

Pointbid Logistics – Unit 16,

Junction 6 Industrial Park,

66 Electric Avenue,

Birmingham B6 7JJ

The form to withdraw from the purchase contract (make a return) is [available here](#).

You must return the goods to us undamaged and in unchanged condition, and you may only inspect and test the goods to the extent necessary to determine the nature, characteristics and performance of the goods. You are liable for the reduction in the value of the goods if this reduction is due to conduct which is not strictly necessary to establish the nature, characteristics and functioning of the goods. You may not use the goods without hindrance until the contract is cancelled.

Please note that most of the goods available for purchase in the online shop are goods that are sealed for health or hygiene reasons (e.g. foil on the outside of the packaging, seal under the cap, seal sticker on the packaging). In such cases, if you open the security seal after receipt of the goods, you can no longer withdraw from the contract under the Consumer Protection Act, unless the company agrees to this.

If you withdraw from a purchase where a discount code or promotional code has been redeemed, only the amount actually paid will be refunded. If you received a free product as a bonus when you placed your order, you are obliged to return the product to us when you withdraw from the contract.

Any refunds received, including delivery charges (other than additional charges for choosing a delivery method other than the most cost-effective and standard delivery method), will be returned to you as soon as possible, but no later than 14 days from the date of receipt of the notice of withdrawal, subject to our right to withhold the refund of any payments received until we have taken delivery of the returned goods or received satisfactory proof that the goods have been despatched to our returns address. Golden Tree will refund the received payment to the same means of payment you used to make the purchase, unless you expressly agree to another means of payment being used and the company does not bear any additional costs as a result. If you make your purchase on cash on delivery, the refund will be arranged by transferring the amount to the transaction account you provide us with in your cancellation notice.

In that case, the returned goods must be accompanied by a copy of the invoice, your personal details and bank account number so the money can be refunded.

If the goods do not work properly or do not meet your expectations, you can also contact us at any time by sending us an email to info@gogoldentree.com. This will avoid any misuse of the goods/services and damage to the goods themselves and to other items.

Unless the company agrees otherwise, you do not have the right to withdraw from the contract in accordance with the provisions of the Consumer Protection Act for the following:

1. Goods or services whose price depends on fluctuations in markets beyond the control of the company and that may occur within the withdrawal period;
2. Goods that are made to the customer's precise instructions and tailored to their personal needs;
3. Goods that are perishable or expire quickly;
4. The provision of a service, which obliges the customer to pay if the contract is fully performed by the company and the provision of the service was initiated on the basis of the customer's express prior consent and with the understanding that the customer loses the right to withdrawal when the contract is fully performed by the company;
5. The supply of sealed audio or video recordings and computer programs, if the customer has opened the security seal after delivery;
6. On the supply of goods which, by their nature, are inextricably mixed with other items;
7. On the supply of digital content which is not supplied on a tangible medium, if performance has begun and, where the contract obliges the customer to pay, if:
 - The customer has previously given their express consent to the start of performance during the withdrawal period,
 - The customer has agreed that they thereby lose the right to withdraw from the contract, and
 - The company has submitted a certificate to the customer pursuant to paragraph six of Article 132 or paragraph two of Article 133 of the Consumer Protection Act.

8.2. Cancellation & returns in special cases

8.2.1. General

If your order contains several items of the same product and, according to the instructions for use of the product, it is not possible to use the entire quantity ordered within 14 days from the date of delivery of the order, the company

permits you to withdraw from the contract and be entitled to a full refund, despite the removal of the security seal on one item and the start of use.

Before the expiry of the 14-day period from the date of delivery of the order, you must notify us of your withdrawal from the contract by email and return to us at:

Golden Tree,

Pointbid Logistics – Unit 16,

Junction 6 Industrial Park,

66 Electric Avenue,

Birmingham B6 7JJ

within 30 days from the date of the notice of withdrawal from the contract, the entire part of the order which, according to the instructions for use of the goods, cannot be used within the 14-day period. In this case, any goods that are not objectively expected to have been opened by you within 14 days of the date of delivery must be factory sealed with a security seal.

If you return the goods with visible signs of use or if you have removed the security seal in breach of the previous paragraph, you are not entitled to a full refund of the purchase price in accordance with point 8.2 of these Terms and Conditions. In this case, Golden Tree will only refund you for goods that are undamaged and factory sealed with a security seal. The remaining goods will be destroyed and will not be returned to you unless you immediately request that the company return them to you at your expense.

Example: If your order contains 3 Golden Tree Liver Complex, the full purchase price will be refunded only if you notify us of your cancellation before the end of the 14-day period from the date of delivery and return to us at the address mentioned in the previous paragraph two full, undamaged and factory-sealed Golden Tree Liver Complex bottles and one open bottle with the remainder that you have not consumed within 14 days, as only 30 of the 60 capsules (2 capsules per day) contained in one Golden Tree Liver Complex bottle can be consumed during the first month, according to the prescribed package leaflet.

If the customer returns more than one half-empty Golden Tree Liver Complex bottle after 14 days of use, they are not entitled to a full refund of the purchase price. If you return goods with visible signs of use, Golden Tree will

only refund you for goods that are undamaged and factory sealed with a security seal. The remaining goods will be destroyed and will not be returned to you unless you immediately request that the company return them to you at your expense.

You can only take advantage of the withdrawal procedure under this point of the Terms and Conditions for the first purchase of a specific good. For all subsequent orders of the same goods, you cannot take advantage of the withdrawal procedure under this point of the Terms and Conditions, since you have already established the nature, characteristics and performance of the goods in the first order, but you can withdraw from the contract in accordance with the Terms and Conditions set out in point 8.1.

With regard to matters not covered by this point, the provisions of point 8.1 shall apply mutatis mutandis.

8.2.2. Purchasing Complete Biotics / Premium Collagen Complex / Alpha Man / Active Move / Active Burn / Liver Complex / Sleep Well / Ageless / Spotless / Bloom / My Cycle/ / Gut Restore / Be Brain

Point 8.2.1. also applies to the purchase of larger quantities of goods: Complete Biotics / Premium Collagen Complex / Alpha Man / Active Move / Active Burn / Liver Complex / Sleep Well / Ageless / Spotless / Bloom / My Cycle / Gut Restore / Be Brain. In the case of the purchase of the above-mentioned goods, the withdrawal period is 60 days from the date of delivery of the order.

Before the expiry of the 60-day period from the date of delivery of the order, you must notify us of your withdrawal from the contract by email and return to us at:

Golden Tree,

Pointbid Logistics – Unit 16,

Junction 6 Industrial Park,

66 Electric Avenue,

Birmingham B6 7JJ

within 30 days from the date of the notice of withdrawal from the contract.

9. Making claims in the event of non-conformity of goods

9.1. Contract for the supply of goods

As a consumer, you have the right to enforce your rights arising from the non-conformity of the goods, subject to the provisions of the Consumer Protection Act, if you conclude a contract for the supply of goods.

The company must supply you with goods that meet the requirements for subjective and objective compliance, as defined in the Consumer Protection Act, where applicable.

The company is liable for any non-conformity of the goods existing at the time of delivery of the goods and which becomes apparent within two years of delivery of the goods.

In the case of a one-off supply of digital content or digital services, you may enforce your rights under the non-conformity of the digital content or digital service by notifying the company of the non-conformity within two months of the date on which you discovered the non-conformity. In the notification you send to our email address info@gogoldentree.com, you must describe the non-compliance in detail. The notification must be accompanied by an invoice or order number. You must allow us to inspect the goods for which you are making a non-conformity claim. If the company does not accept that the goods are non-conforming or are disputed, it will give you a written reply within 8 days.

Golden Tree is not liable for non-conformity of the goods that becomes apparent after two years from the date of delivery of the goods.

The rights to restore compliance under the Consumer Protection Act expire within two years from the day on which you notify Golden Tree of the non-compliance of the goods.

In the event that you have notified the company of the non-compliance of the goods and it has not rejected your request, you are entitled, subject to the conditions set out in the Consumer Protection Act and in the following order, to:

1. Require the company to restore the conformity of the goods free of charge;
2. Request a reduction of the purchase price in proportion to the non-compliance or withdrawal from the sales contract and request reimbursement of the amount paid.

The conditions and time limit for establishing compliance are set out in more detail in the Consumer Protection Act, which provides, inter alia, that the customer may:

- Require the seller to bring the goods into conformity free of charge within a reasonable period of time, not exceeding 30 days. The seller may extend the period by up to 15 days, depending on the nature of the goods, their complexity, the extent of the non-conformity, etc. The seller must notify the buyer of the extension before the expiry of the 30-day period.;
- Choose between repairing the goods or replacing them with new ones, unless performance is impossible or involves disproportionate costs compared to the other claim, taking into account all the circumstances.

Notwithstanding the above, the buyer may withdraw from the contract and immediately request a refund if the non-conformity occurs within less than 30 days of delivery of the goods.

The exercise of the right arising from the non-conformity of goods is regulated in more detail by the provisions of the Consumer Protection Act.

9.2. Contract for the supply of digital content or services

As a consumer, you have the right to enforce your rights arising from the non-conformity of the goods, subject to the provisions of the Consumer Protection Act, if you conclude a contract for the supply of digital content or a digital service.

The company must supply you with goods that meet the requirements for subjective and objective compliance, as defined in the Consumer Protection Act, where applicable.

The company is liable for any non-conformity of the digital content or digital service that becomes apparent at the time of delivery or within two years of delivery of the goods.

In the case of a one-off supply of digital content or digital services, you may enforce your rights under the non-conformity of the digital content or digital service by notifying us of the non-conformity within two months of the date on which you discovered the non-conformity. In the notification you send to our email address info@gogoldentree.com, you must describe the non-compliance in detail. The notification must be accompanied by an invoice or order number. You must allow us to inspect the goods for which you are making a non-

conformity claim. If the company does not accept that the goods are non-conforming or are disputed, it will give you a written reply within 8 days.

Golden Tree is not liable for non-conformity of the goods that becomes apparent after 2 years from the date of delivery of the digital content or digital service.

The rights to restore compliance under the Consumer Protection Act expire within two years from the date on which you notify Golden Tree of the non-compliance of the digital content or digital service.

In the event that you have notified the company of the non-compliance of the digital content or digital service and it has not rejected your request, you are entitled, subject to the conditions set out in the Consumer Protection Act and in the following order, to:

1. Require the company to restore the conformity of the goods free of charge;
2. Request a reduction of the purchase price in proportion to the non-compliance or withdrawal from the sales contract and request reimbursement of the amount paid.

The conditions and time limits for establishing compliance are further specified in the Consumer Protection Act, which provides, inter alia, that the customer may require the digital content or digital service to be brought into compliance, unless this would not be possible or would cause disproportionate costs to the undertaking, taking into account all the circumstances of the case, including the importance of compliance and the value of the digital content or service in the event of compliance. The company shall bring the digital content or digital service into conformity within a reasonable period of time from the moment the consumer has notified the undertaking of the non-compliance, free of charge and without significant inconvenience to the consumer.

You can request a pro rata reduction of the purchase price if the digital content or digital service was delivered against payment of the purchase price, or withdraw from the contract if:

- It is not possible or is disproportionate to bring the digital content or digital service into conformity in accordance with the previous paragraph;
- The company does not bring the digital content or digital service into conformity in accordance with the previous paragraph;
- The digital content or digital service remains non-compliant despite attempts to restore compliance;

- The nature of the non-compliance of the digital content or digital service is so serious as to justify an immediate proportionate reduction of the purchase price or withdrawal from the contract;
- Golden Tree has stated, or the circumstances make it evident, that the company will not bring the digital content or service into conformity within a reasonable time or without insignificant inconvenience to the consumer.

Notwithstanding the above, the buyer may withdraw from the contract and immediately request a refund if the non-conformity occurs within less than 30 days of delivery of the goods.

The exercise of the right arising from the non-conformity of goods is regulated in more detail by the provisions of the Consumer Protection Act.

10. Rating and reviewing products

All visitors to the website can submit a rating for the products posted there. Ratings are not linked to the user account.

Each rating received is manually checked and verified before publication. We check the content of the rating to see if the content of the rating (number of stars) matches the review. Filtered ratings are not included in the overall rating shown.

We reserve the right to refuse to publish comments/reviews that:

- Could seriously upset, provoke, attack or offend others;
- Are racist, sexist, homophobic, without any connection to the content published;
- Suggest sexuality, are abusive or otherwise inappropriate;
- Contain crude profanity or other clearly offensive language;
- Violate the rules, advocate or encourage unlawful conduct; this applies in particular to offences against honour and good name, other offences or tortious interference with personality rights, and infringement of copyright and related rights;
- Are advertisements for goods from other providers;
- Contain contact details, such as a telephone number, postal address in others email address, or personal data which are not publicly available;
- Contain links to other websites;
- Are written in a language other than English;

- Describe or encourage activities that could endanger the safety or well-being of others;
- Are considered to be unsolicited messages (spam), which are essentially repeated messages with the same or similar content;
- Do not adhere to the main subject matter of the website.

All comments where the rating (number of stars) and the content of the review match and do not violate the conditions set out in the previous paragraph will be published on the website, regardless of whether they are positive or negative.

11. Liability

Golden Tree shall not be liable for any complications or problems arising from the use of the goods in contravention of the instructions for use or from any other possible misuse of the goods. Similarly, the employees of the customer service centre of the Golden Tree online shop are not responsible for personally resolving any problems that may arise with the use of the goods/services.

Golden Tree is not responsible for any occasional problems with the operation of the website www.gogoldentree.com, any inaccuracy of information or for any damage caused by the use of inaccurate or incomplete information.

Golden Tree reserves the right to withdraw from an order or from the execution of the order in the event of a material defect in the products/services offered. A material defect comprises elements on the basis of which Golden Tree would not have agreed to the conclusion of the contract. These defects include obvious pricing errors, which may be due to technical or other issues.

The company's communication with customers is exclusively through our online shop, email and text messages.

12. Complaints and disputes

12.1. General

Golden Tree complies with applicable consumer protection legislation. Golden Tree endeavours to comply with its obligation to establish an effective complaints handling system and to identify a person whom the customer can contact by email in the event of an issue. Complaints can be submitted in writing by email to: info@gogoldentree.com. Golden Tree will acknowledge receipt of

your complaint within 3 working days at the latest, inform you how long we will take to process it, and keep you informed of the progress of the procedure at all times.

The company shall make every effort to resolve any disputes amicably.

12.2. Out-of-court settlement of consumer disputes

In accordance with the legal norms, Golden Tree does not recognise any out-of-court consumer dispute resolution provider as competent to resolve a consumer dispute that a consumer may bring under the Slovenian Out-of-Court Settlement of Consumer Disputes Act (Official Gazette of the Republic of Slovenia, No. 81/15). Golden Tree, as a provider of goods and services for online trade in Slovenia, has published on its website a link to the Online Dispute Resolution (ODR) platform. The platform can be accessed [HERE](#).

This is based on the Slovenian Out-of-Court Settlement of Consumer Disputes Act, Regulation (EU) No. 524/2013 of the European Parliament and of the Council on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC.

Company information:

Golden Tree, storitve za preobrazbo, d. o. o.

Alpska cesta 43

4248 Lesce

Registration Number: 6708501000

VAT number: SI28639103 (liable for tax)

The company is registered with the District Court in Kranj No. SRG 2014/46021, on 17 October 2014

Share capital: €7,500.00

Bank account held with Lon d.d. Kranj: SI56 6000 0000 0453 449

The Terms and Conditions were updated on 15 June 2023.