ITEM 1: SUBJECT

The general conditions of sale described below detail the rights and obligations of the companyABO FACTORY SAS whose head office is located210 chemin des Valladets, 13510 Eguilles, France, registered in the Trade and Companies Register under the number792 043 838, whose number of VAT is: vat and its customers in the context of the sale of food supplements or cosmetic products on its website: www.

The purchase of these products can be done by a subscription or not to a subscription.

Any service performed by the company ABO FACTORY SAS implies the purchaser's unreserved acceptance of these general conditions of sale.

For any information, question or complaint, the customer can contact from Monday to Friday, from 9 a.m. to 5 p.m. at the company's Customer Relations department:

ABO FACTORY SAS - Customer Service

Tel:09 77 55 43 06 (price of a local call) Email: support@nicesize.fr

ARTICLE 2: PRODUCT OVERVIEW

The characteristics of the products offered for sale are presented on the website: www. The customer is invited to refer to the description of each product to know its characteristics. All the texts and images presented on the company website ABO FACTORY SAS are reserved, for the world whole, under copyright and intellectual property rights; their reproduction, even partial, is strictly prohibited.

ABO FACTORY SAS will do its best to ensure that the photographic representation of the products presented on the Website is as faithful as possible to the products themselves. However, given the digital presentation mode of the products on the Internet, it is possible that the Customer's perception of the photographic representation of the products does not correspond exactly to the product itself, which the Customer admits and acknowledges. Thus, the photographs do not enter the contractual field.

ARTICLE 3: DURATION OF VALIDITY OF SALE OFFERS

The products are offered for sale while stocks last. When ordering a product become unavailable, the customer will be informed of this unavailability, as soon as possible, by e-mail or by post. He will then be automatically offered a replacement product. close to the product initially ordered.

If the customer refuses the replacement product, he may then cancel his order by sending a email toABO FACTORY SAS. The refund will be made by the same means of payment as for the purchase, or, with the customer's agreement, by any other means at no additional cost to the customer. The customer will be refunded within maximum of 14 days from the payment of the sums he has paid.

ARTICLE 4: PAYMENTS

All orders are payable in Euros, or where applicable in the currency of the customer's place of residence. Payment for purchases can be made by means of a bank payment card (Carte Bleue, Visa, Mastercard), but also by:

- SEPA Direct Debit
- Bank transfer
- Paypal
- Check
- Bancontact
- Paysafecard
- Sofort
- Giropay
- Cash on delivery (in Germany, Spain, Italy)

In the context of payment by bank or Bancontact payment card, the customer guarantees to ABO FACTORY SAS that he is fully authorized to use the payment card for the payment of his order. In all cases, the customer warrants to ABO FACTORY SAS that the means of payment chosen gives legal access to sufficient funds to cover all the costs resulting from his order on the site www.nicesize.fr.

Subscription to a subscription is only possible with payment by bank payment card or by SEPA direct debit.

ABO FACTORY SAS cannot be held responsible for any fraudulent use of the means of payment used except in the case of negligence or fault on the part ofABO FACTORY SAS having contributed to allowing this fraudulent use.

ABO FACTORY SAS reserves the right to suspend, cancel or terminate any subscription and/or any purchase and/or any delivery, whatever their nature and whatever their level of execution, in the event of total or partial non-payment. of any sum that would be due by the customer under the Contract or in the event of a payment incident.

All payments will be processed by a secure data encryption procedure so that no information transmitted by the customer is intercepted by third parties. It is the customer's responsibility to keep and print the payment receipt that will be sent to him by email if he wishes to keep the bank details relating to his transaction.

The companyABO FACTORY SAS confirms the order by e-mail: this information includes in particular all the elements of the order and the right of withdrawal of the customer. The data recorded by the company ABO FACTORY SAS constitute the proof of purchase of the customer,

of the nature, content and date of the order. This one is archived by the company ABO FACTORY SAS under the legal conditions and deadlines; the customer can access this archive by contacting the Customer Service.

When ordering, the customer will provide ABO FACTORY SAS with his telephone number. The customer is informed that he has the right to register on the list of opposition to canvassing (BLOCTEL).

ARTICLE 5: PRICES

The prices of subscriptions and products offered on the site indicated are indicated in Euros, all taxes included, or, where applicable, in the currency of the customer's place of residence, excluding any shipping costs.

ABO FACTORY SAS reserves the right to modify its prices at any time, but the products ordered are invoiced at the price in effect when the order is registered.

In some cases, the customer may choose a delivery method other than standard delivery which may be invoiced, which the customer expressly acknowledges and accepts when placing the order.

ARTICLE 6: SUBSCRIPTION

ARTICLE 6.1: SUBSCRIPTION

As part of a cure including one or more food supplements, the customer can choose to place an order with a renewable subscription every one (1), two (2), three (3), four (4), six (6) or twelve (12) months.

When the customer takes out a subscription, he is also required to knowingly accept the content and conditions of the subscription in question and in particular these General Conditions of Sale, the prices, essential characteristics and frequency of shipments of the products. via a detailed reminder displayed on the payment page.

The same conditions and characteristics are recalled in the order confirmation e-mail, sent to the customer when ABO FACTORY SAS has confirmed the subscription of this subscription or this purchase.

ABO FACTORY SAS reserves the right to suspend, cancel or terminate any subscription and/or any delivery, whatever their nature and whatever their level of execution, in the event of non-payment or partial payment of any amount that would be due by the Customer pursuant to the Contract, in the event of a payment incident, or in the event of fraud or attempted fraud relating to the use of the ABO FACTORY SAS Website, including when taking out previous subscriptions.

Also, in the event of an error in the entry by the customer of the e-mail address concerned resulting in the non-receipt of the e-mail message confirming the subscription subscription, the responsibility of ABO FACTORY SAS cannot be engaged.

ARTICLE 6.2: SUBSCRIPTION TERMS

The subscription provides for the regular sending to the customer of a quantity of food supplements at least equal to the quantity initially ordered, according to the frequency fixed on the order form, in order to avoid any interruption in the follow-up. of his treatment program. The price then invoiced to the customer for each new delivery of products will then be that agreed upon during the initial order, according to the conditions set out in article 6.1 of these General Conditions of Sale.

The customer will receive an e-mail 7 days before the renewal of his subscription reminding him of the terms and content of it, and the means of ending this subscription before renewal.

The subscription is not available if, on the checkout page, the customer chooses to place a one-time order without a subscription. The same applies if a means of payment other than the payment bank card or the SEPA direct debit is chosen by the customer.

Subscription can be done in several ways:

A. SUBSCRIPTION WITHOUT COMMITMENT

By subscribing to this offer (and unless there is an additional option), the customer subscribes under the conditions listed in article 6.1 of these General Terms and Conditions of Sale, until one of the Parties decides to end this subscription. . The customer acknowledges that his subscription to this offer commits him to a mandatory periodic payment, necessary to be sent the rest of his treatment.

Payment for this subscription will be made when taking out the subscription immediately upon conclusion of the contract, then automatically on the anniversary date of the subscription.

B. SUBSCRIPTION WITH MANDATORY DURATION FOLLOWING A PROMOTIONAL OFFER

By subscribing to this offer (and unless there is an additional option), the customer subscribes under the conditions listed in article 6.1 of these General Conditions of Sale, for a mandatory minimum period defined according to the conditions of the promotional offer, then until one of the parties decides to end this subscription.

Payment for this subscription will be made when taking out the subscription immediately upon conclusion of the contract, then automatically on the anniversary date of the subscription.

In order to be able to benefit from a promotional offer subject to a minimum subscription period, the customer may not terminate his subscription

before the end of the mandatory period defined.

The end date of the mandatory commitment will be notified to the customer on the payment page, as well as in the order confirmation email.

After the end of this predefined compulsory period, the customer may unsubscribe according to the conditions provided for in article 6.3 of these General Conditions of Sale.

The mandatory commitment date will lapse if the customer renounces his initial order by using his right of withdrawal as defined in article 8 of these General Conditions of Sale.

All promotional offers are not with a mandatory commitment period, only those expressly indicating it are subject to this method of commitment.

ARTICLE 6.3: UNSUBSCRIBE

The customer can terminate the subscription taken out on: www

- **Online** at https://me.nicesize.fr
- **By phone** with Customer Service at this number: 09 77 55 43 06
- **By email** at support@nicesize.fr

The customer will then receive an email confirming the immediate termination of the subscription. The customer will no longer be deducted from any subscription taken out on: www , and will not receive any more packages until the customer places a new order.

The customer who has subscribed to a subscription with a mandatory commitment period may not terminate it before the date notified during the confirmation of the order, a fortiori if the withdrawal period has passed.

ARTICLE 7: DELIVERY

The customer will be informed of the delivery costs when validating his order. Any product is delivered by La Poste, no later than thirty days after the conclusion of the contract. Delivery abroad: it is your country may not appear at the time of your purchase. For this you can contact Customer Service directly by emailing them the content of your order and your complete address, we will then communicate to you the delivery costs and the delivery time to be expected.

Packages will be sent to the address provided by the customer when ordering. It is the customer's responsibility to ensure that their delivery details are correct. ABO FACTORY SAS can in no way be held responsible for the non-dispatch or non-receipt of its package by the customer in the absence of a delivery address or an inaccurate delivery address.

If the customer wishes to change his delivery address, he can do so either:

- **Online** at https://me.nicesize.fr
- **By phone** with Customer Service at this number: 09 77 55 43 06
- **By email** at support@nicesize.fr

Packages are shipped Monday through Friday. Any order placed before 9 a.m. (French time) will be dispatched the same day, provided that a valid delivery address has been entered by the customer when ordering. After this period, no modification of the order or of the delivery address can be taken into account for the shipment.

In any event, the customer may cancel his order or request a new shipment under the conditions described below if the product is not delivered within 30 working days after the date of validation of the order. Whether the product is not delivered to the customer on this date and this delay is not due to the customer, the customer will be in right to rescind the sale if within a reasonable additional time following receipt of a formal notice sent by registered letter with AR, to: company, to the Orders department, 210 chemin des Valladets, 13510 Eguilles, France, ABO FACTORY SAS did not execute. The amounts paid will then be returned to the customer, without doubling, within fourteen (14) days from termination of the contract. The above provisions are not applicable in the event of the occurrence of a case of force majeure or fortuitous event.

The customer must carefully check upon delivery of the product for any apparent damage. In case of visible damage (for example: damaged parcel, already opened, missing parcels...), the customer shall notify ABO FACTORY SAS by email to support@nicesize.fr.

ABO FACTORY SAS will specify to the customer by email or telephone the conditions for returning the product damaged. Any return of a product by the customer will be subject to prior information from ABO FACTORY SAS. ABO FACTORY SAS will, at its option, reimburse or replace the damaged product. The return costs that the customer could incur for the return of a product damaged will be reimbursed to the customer by ABO FACTORY SAS upon presentation of receipts.

ARTICLE 8: RIGHT AND PERIOD OF WITHDRAWAL

The customer has a maximum of fourteen days from delivery to inform ABO FACTORY SAS of his desire to withdraw, without having to justify the reasons. The customer then has again fourteen days to return the product, the return costs being at his expense. To exercise this right of withdrawal, the customer must notify ABO FACTORY SAS of his decision to withdraw by means of a unambiguous declaration or the withdrawal form made available to him at the following address: http://www.abo-factory.com/pdf/retractation.pdf, or available on request by email or telephone to the company's Customer Service (contact details in article 10 of these General Conditions of Sale).

However, products returned incomplete or started are not taken back or refunded. In the case of a non-food product, it must be returned unused and in its original undamaged packaging with all accessories, parts and manuals initially supplied.

The customer is then reimbursed for the full payment received by ABO FACTORY SAS within fourteen days from the date on which ABO FACTORY SAS is informed of the customer's decision to exercise his right of withdrawal. ABO FACTORY SAS will defer reimbursement until ABO FACTORY SAS has received the product or the customer has provided proof of shipment of the product, whichever date is earlier. The refund will be made by the same means of payment as for the purchase, or, with the agreement of the customer, by any other means at no additional cost to him.

ARTICLE 9: LIABILITY

The products offered comply with current French legislation and applicable standards in France. ABO FACTORY SAS cannot be held liable for the importation of a product purchased on our site in a third country. It is the customer's responsibility to check with the authorities local possibilities of importing or using the product purchased on our site and comply with applicable regulations.

ARTICLE 10: LEGAL GUARANTEES

Abo Factory applies the provisions of the legal guarantee of conformity of the product to the contract in the conditions of article L217-4 and following of the consumer code. In order to assert its rights under the legal guarantee of conformity or against hidden defects of the thing sold), the customer must address his complaint to Abo Factory, 210 Chemin des Valladets, 13510 Eguilles.

The customer has a period of two (2) years from the delivery of the product to act. the customer can choose between the repair or the replacement of the product, subject to the conditions of cost provided for by article L217-9 of the consumer code. The client is exempted from reporting the proof of the existence of the lack of conformity of the product during the twenty-four (24) months following the delivery of the product.

Article L.217-4 of the Consumer Code: "The seller delivers goods that comply with the contract and responds to any lack of conformity existing at the time of delivery. It also responds to defects in conformity resulting from the packaging, assembly instructions or installation when the latter has been charged to it by the contract or has been carried out under its responsibility. »

Article L. 217-5 of the Consumer Code: "The good complies with the contract:

1° If it is specific to the use usually expected of a similar good and, where applicable: - if it corresponds to the description given by the seller and has the qualities that this one has presented to the buyer as a sample or model.

- if it has the qualities that a buyer can legitimately expect given the declarations public information made by the seller, by the producer or by his representative, in particular in the advertising or labeling.

2° Or if it has the characteristics defined by mutual agreement by the parties, or is specific to any special use sought by the buyer, brought to the attention of the seller and that the latter has accepted. »

Article L217-9 of the Consumer Code: "In the event of lack of conformity, the buyer chooses between the repair and the replacement of the good". However, the seller may not proceed according to the choice of the buyer if this choice entails a manifestly disproportionate cost compared to the other modality, taking into account the value of the good or the importance of the defect. He is then required to proceed, unless it is impossible, according to the method not chosen by the buyer.

Article L. 217-12 of the Consumer Code: "The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods. The customer can also decide to put implements the guarantee against hidden defects within the meaning of article 1641 and following of the civil code. In this case, the customer can choose between the resolution of the sale or a reduction of the price. in accordance with article 1644 of the civil code. »

Article 1641 of the Civil Code: "The seller is bound by the guarantee for hidden defects in the thing sold which render it unfit for the use for which it is intended, or which so diminish this use that the buyer would not have acquired it, or would have given only a lower price for it, if he had known".

Article 1644 of the civil code: "the buyer has the choice of returning the item and having the price refunded, or to keep the thing and to be reimbursed part of the price, as it will be arbitrated by experts. »

Article 1648 paragraph 1 of the Civil Code: "The action resulting from redhibitory defects must be brought by the purchaser within two years from the discovery of the defect. »

ARTICLE 11: IN CASE OF ABUSIVE OPPOSITION

When ordering on our site, the customer validates his order in accordance with the provisions of Articles 4 and 5 of these General Conditions of Sale. In the event that the customer subsequently opposes his/her transaction(s), this opposition will be considered abusive. The customer will be liable for full reimbursement of the transaction(s) concerned, as well as related costs including the reimbursement of the registered letter sent, bank charges, and the costs of processing the litigation file created on this occasion, for a total of €40 per disputed transaction. In the case where the customer does not pay these costs, ABO FACTORY SAS reserves the right to take legal action for assert your rights

ARTICLE 12: DISPUTE

In the event of a dispute, the customer may use the conventional mediation procedure or any other alternative dispute resolution method under the conditions of article 1528 and following of the civil procedure code. In accordance with article L 612-1 of the consumer code, the customer can use the mediation service https://app.medicys.fr free of charge, for all written complaints that have arisen within the last 12 months to ABO FACTORY SAS customer service.

ARTICLE 13: CUSTOMER SERVICE

For any information, question or complaint, the customer can contact from Monday to Friday, from 9 a.m. to 5 p.m. at the company's Customer Relations department:

ABO FACTORY SAS - Customer Service

Tel:09 77 55 43 06 (price of a local call) Email: support@nicesize.fr