Please read this document carefully.

Changes to these Terms & Conditions

BeeVital™ reserves the right to withdraw or amend these Terms and Conditions at any time and for any reason. You should check this page regularly to check changes we may have made to these Terms and Conditions. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

Conduct of Users

You must not misuse this Website. You agree that you will not: commit or encourage a criminal offense; transmit or distribute a virus, Trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person’s proprietary rights; send any unwanted advertising or promotional material (spam) or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and BeeVital will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Links to Third Party Sites

As a convenience to users, this Website contains links to other websites. BeeVital has no control over Linked Sites operated by third parties and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of Linked Sites will be subject to the terms of use and service contained within each such site. In addition, a link to any other website does not imply that BeeVital endorses or accepts any responsibility for the content or use of such site.

Privacy Policy
BeeVital is concerned about privacy matters. To learn more about how we protect customer information, please review our Privacy Policy. Our Privacy Policy, can be found at www.BeeVital.us/page/privacy-policy

Copyright

All content included in or made available through BeeVital.us including text, graphics, logos, button icons, images, photographs, audio clips, digital downloads, data compilations and software are, unless otherwise stated, the sole property of BeeVital and protected by U.S. and international copyright laws.

Trademarks

Any trade marks/names featured on this Website are owned by the respective trademark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to BeeVital.

Sale Terms

These Sale Terms are only applicable to the BeeVital, Inc. web shop at beevital.com/fundraising with regards to orders and sale transactions for products available on the online shop. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be held responsible.

1.Placing an Order

Please note that currently we only deliver products within the EU and UK.
To purchase products, you must:

- Provide us with your name, address, email address, payment details and other required information.
- When placing an order, you undertake that all details you provide are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the products.
- Be at least 18 years of age.
- BY PLACING AN ORDER, YOU AGREE TO BE BOUND BY AND ACCEPT THESE TERMS & CONDITIONS.

2. Processing Your Order

Please note, BeeVital retains the right to refuse any request made.
You will receive an order confirmation email, with your order number and details of the items you have ordered. If you do not receive this email within 24h, please contact us.
Acceptance of your order and the formation of the contract of sale between you and BeeVital will not take place unless and until you have received your BeeVital Order Confirmation email.

3. Fulfilment of your order

BeeVital works with third parties to fulfil your order.

- You can follow your status through your email.
- Fulfillment normally takes 1-2 weeks from the time of order.
- If fulfillment of your order or parts of your order is not possible you are entitled to a full refund for the undeliverable items.

4. Pricing, Shipping & Handling

- The price charged for a product will be the price in effect at the time the order is placed and will be set out in the order receipt and order confirmation emails.
- Prices and availability are subject to change without notice.
- All prices stated on this website include VAT.
- Prices do not include charges for shipping and handling. Charges for shipping & handling will be shown on your invoice if any.
- On rare occasions, pricing and/or typographical mistakes may appear. For this reason, BeeVital cannot guarantee the price of an item until after you have ordered it. In the event an item appears with an incorrect price or with inaccurate product information, BeeVital reserves the right to cancel all orders for the item. If an order you placed is cancelled due to mispricing BeeVital will notify you of the cancellation.

5. Sales Tax

BeeVital is collecting sales tax in Austria. This is subject to change.

6. Product Availability, Quantity & Circumstances out of our hands

- BeeVital does not guarantee the availability of any product on the Web Shop. BeeVital reserves the right, without liability or earlier notice, to change, discontinue or stop making any product.
- BeeVital reserves the right to set quantity limits on any and all items sold on BeeVital.com. We may also limit the item quantity available to any single person or household over a given period of time. These restrictions may be applied to orders using the same credit card or billing or shipping address.
- BeeVital will not be held responsible for delay or failure to deliver if the delay or failure is caused by any circumstances beyond our reasonable control including but not limited to acts of war or terror, strikes, national or local states of
emergency, failure of transportation facilities, power or utility outages, earthquakes, or other natural disasters.

7. Unsuccessful Delivery

- In the case of unsuccessful deliveries – either due to a wrong delivery address or repeated failed delivery attempts – the package will be returned to BeeVital. We will consider such case a return and we will refund you in accordance with our return policy minus the costs incurred by BeeVital for shipping and handling.
- No refund will be made before the goods have been returned to BeeVital.

8. Product Descriptions

While we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur.

9. Payment

Payment shall be made by means of payment approved by BeeVital and listed in our web shop.

- All card transactions are processed through Stripe, Inc. Stripe is a third party PCI compliant payment processor trusted by over 100,000 businesses including Saks Fifth Avenue, Kickstarter and Lyft.
- BeeVital has no access to your payment card data at any time.
- At the moment you click 'Pay Now', you will be redirected to a payment window. Here your card data is collected directly by Stripe. In case of successful payment Stripe will return a corresponding message to the BeeVital web shop and you will receive a respective feedback message from the web shop.
- When you authorize the payment, the payment processor carries out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the order and the card has not been blocked.
- Your card will be debited upon authorization being received.
- On rare occasions, a payment card is authorized but the actual transaction of funds fails. In such cases BeeVital will place your order on hold and try to get in contact with you.
- We recommend that you save your order confirmations for your records.
Warranty

BeeVital takes care to serve our customers in the best possible way, through the products we sell and by maintaining a high quality standard. If you are unsatisfied with our products or services, please contact us. We warrant: (1) that the product you purchase will be in the described condition, (2) that quantities and formulations comply with the descriptions provided, and (3) that our products will be free from defects in materials and workmanship for a period of ninety (90) days from their date of delivery, normal wear and tear excepted.

If a defect is discovered and a valid claim received by BeeVital within ninety (90) days from the date of delivery, at its option, BeeVital will (1) repair the warranted product; (2) exchange the warranted product with a new or refurbished one, or (3) refund the purchase price of the warranted product. Replacement products are covered for the remaining portion of the original product’s warranty.

Our warranty only applies to products purchased by the original owner. Damages caused by normal wear and tear, misuse or neglect are exempt from our warranty. BeeVital reserves the right to reject fraudulent warranty claims.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. BEEVITAL SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF BEEVITAL CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE ON THE EXPIRATION OF THE WARRANTY PERIOD.

In addition to returns pursuant to warranty, you may also return the items you have purchased:

- If the products, you received are not the ones you ordered.
- If you ordered the wrong size. Not applicable to resellers.
- If your delivery takes longer than 30 days from the date of Order Confirmation.
- If you change your mind about the purchase within 15 days from the date of delivery. Not applicable to resellers and not applicable to opened consumable products or products that have been used.
If your order arrives damaged in transportation. If this happens, please contact us: In order for us to accept the return you must provide evidence to BeeVital of the condition of the goods, i.e. photos, and make a claim with the appropriate parcel service, if possible.

How to Return Products?

- Please inform us about any return by email or phone.
- Products must be in their original condition. For consumable products, e.g. BeeStrong™, the original sealing must be unbroken.
- Please include all products, manuals and any free gifts that came in the same package.
- Please treat the items with reasonable care and return them in the condition that they were delivered to you.
- Please ship the products in the box they arrived in or in suitable packing.
- Postage may be refunded. Please contact us first for clarification.

Returns, Refunds & Other

- Once we have received and validated your returned items, the refund will be processed by us and confirmed by email.
- BeeVital reserves the right to refuse partially or in total to refund returned items if they are returned in an inferior condition or damaged compared to their original condition, or any other conditions of BeeVital’s return policy and warranty are not met.
- Refunds will be transferred to the payment card used for the initial purchase or by check, at BeeVital’s discretion.
- BeeVital reserves the right to block a customer account for future purchases in case of excessive use of our return policy.

Indemnity

You agree to indemnify, defend and hold harmless BeeVital, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of our Website or your breach of the Terms & Conditions.

Comments, Complaints & Questions

We welcome your feedback about our Website. We will try to resolve disputes when they first arise. Please let us know if you have any comments, complaints or questions.
Email: info@BeeVital.com

Our Address and Email

Info@BeeVital.com
Handelstr. 6
5162 Obertrum
Austria