



General terms and conditions NOMIGE

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CLAUSE 1 IDENTITY OF THE VENDOR

We are:

NOMIGE bvba
Brouwerstraat 18
9000 Gent

Email address: customerservice@nomige.com

Company number: 0661.618.687

VAT-number: BTW BE0661.618.687

Bank-account number: IBAN : BE90 7360 2642 9332 / BIC : KREDBEBB



CLAUSE 2 DEFINITIONS

1. Website: www.nomige.com, www.nomige.be, www.nomige.nl, www.nomige.fr, www.nomige.eu, www.nomige.co.uk, www.nomige.de, www.nomige.org
2. NOMIGE: NOMIGE bvba, with registered offices in Belgium, 9000 Gent, Brouwerstraat 19;
3. Customer: the physical person who, exclusively for non-professional purposes, uses or acquires products or services which were brought on the market and enters into a distance contract with NOMIGE.
4. Distance sales agreement: any contract concerning goods or services concluded between a company and a Customer under an organized distance sales or service-provision scheme run by the supplier, who, for the purpose of the contract, makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded.
5. Products: all products offered by NOMIGE on the Website.
6. Services: all services offered by NOMIGE; including but not limited to the processing of DNA, advice on the use of NOMIGE's Products, the possibility to create a profile on the Website.
7. Means of distance communication: any means which, without simultaneous physical presence of NOMIGE and the Customer, may be used for the conclusion of the agreement between those parties.
8. General Terms and Conditions: these general terms and conditions applicable to every offer and for every concluded distance contract between NOMIGE and the Customer.
9. Private Profile: the Customer's individual profile on the Website, which is needed to make use of the Services or order the Products.



CLAUSE 3 APPLICABILITY

1. Our General Terms and Conditions are applicable to every offer of NOMIGE and for every concluded distance contract between NOMIGE and the Customer.
2. These General Terms and Conditions apply only to the physical person who, exclusively for non-professional purposes, uses or acquires Products or Services which were brought on the market by NOMIGE and enters into a distance contract with NOMIGE.
3. We only deliver in Europe for now.

Delivery costs per country will be calculated upon check-out. Delivery in Belgium is free of charge.

4. To be able to place an order, you must be above the age of 18. If you are younger than 18, we ask you to let a parent or legal guardian place your order. If it comes to our attention that an order is made by a minor, we reserve the right to decline your order.
5. If you ordered online, we provide you in addition and together with the order confirmation or at the latest on delivery with a copy of these Terms and Conditions in a format that you can save or print.
6. If additional particular terms of use apply apart from these General Terms and Conditions, all of the above also applies to those particular terms. In case of differences between the general and particular terms, the clauses from the particular terms will prevail. The non-replaced clauses from the General Terms and Conditions will remain in force, unless otherwise agreed upon.
7. Derogations to these General Terms and Conditions are not possible, unless agreed upon in writing. Derogation to one or more articles of the General Terms and Conditions will not affect the applicability of the other articles of those same General Terms and Conditions
8. NOMIGE reserves all rights to adapt these General Terms and Conditions if necessary at any moment.



9. The Customer acknowledges the acceptance of these General Terms and Conditions by the fact of placing an order on the Website.
10. In case one or more clauses of these General Terms and Conditions are considered void, invalid or inapplicable based on whichever reason, the other clauses of these General Terms and Conditions remain in force and NOMIGE and the Customer will cooperate in order to replace the void clause by a clause which is not void.

CLAUSE 4 OUR OFFER AND YOUR ORDER

1. NOMIGE offers you the possibility to discover the impact of your lifestyle and your genetic risk profile on the condition and ageing process of your skin via DNA extraction from a saliva collection sample. Based on the results of the DNA-test combined with the results of a questionnaire regarding your life-style, NOMIGE will provide you with a set of 4 beauty creams: a day-cream, a day-serum, a night-cream and a night-serum.
2. In order to use the Services of NOMIGE, you need to make a profile on the Website first. Once you have registered and made yourself a profile, you can start making use of our Services and ordering our Products. The possibility to create a NOMIGE-profile on the Website is reserved for Customers who purchase our NOMIGE-package. Check our Terms of Use for more information.
3. When you make use of the Services of NOMIGE for the first time, you will need to send your DNA to NOMIGE. As soon as we receive your payment, a DNA-sample kit with instructions will be sent to you. You will need to take a sample of your DNA, by taking a saliva swab and return that sample to us on the address mentioned in the delivery document of the test. NOMIGE will also ask you to fill out a questionnaire regarding your lifestyle which is of important influence on your skin as well as your ageing process.
4. NOMIGE will subsequently have your DNA processed and analysed for specific markers and will provide you with a full analyses report regarding genetic risk factors and how they might influence your skin condition and ageing processes. Based on this DNA-test, NOMIGE will also prepare 3 beauty creams for you: a night-serum, a night-cream and a day-serum. Based on the life-style questionnaire, NOMIGE will provide you with a day-cream which is adapted to your lifestyle.



5. Following the first delivery, you will at any time be able to re-order your lifestyle-cream or DNA-products through your Private Profile.
6. We explicitly state in our offer when the latter is only valid for a constrained period of time or is subjected to specific conditions.
7. We always describe as complete and accurate as possible what we sell to you as well as the course of our delivery process. The description is in any case sufficiently detailed to allow you to make a proper assessment. If we make use of graphics, they are a true reflection of the offered goods and / or services. However, to err is human and if we are clearly mistaken, we are not obliged to deliver to you.
8. Your order is complete and the contract between us is final once we confirm your order by mail and regarding your payment made by credit or debit cards, as soon as we receive approval from the issuer of your card. We accept Visa, Mastercard, Maestro, Bancontact, Paypal, Ideal, SEPA, GiroPay Should the issuer of your card refuse to agree on your payment to us, we cannot be held responsible for any delays in the delivery and/or non-delivery of your order. Orders without valid payment by name of the registered cardholder will not be accepted or processed.

In case you buy our products in one of our point of sales, you can also pay by cash.

CLAUSE 5 CONSIDERATIONS USING NOMIGE'S SERVICES AND PRODUCTS

1. It is of the utmost importance to understand that the DNA-test NOMIGE provides to you is merely an educational test or a predictability test relating to skin ageing. NOMIGE's Services are for research, informational and educational use only and we do not provide medical advice.

The Services are not intended to be used by the Customer for any diagnostic purpose and are not a substitute for any type of professional medical advice. You should always seek the advice of your physician or other health care provider with any questions you may have regarding diagnosis, cure, treatment, mitigation or prevention of any disease or other medical condition or impairment or the status of your health. And you should not change your health behaviours solely on the basis of the information from NOMIGE.



2. According to extensive scientific research, several factors influence skin ageing, including your lifestyle and your DNA. Certain genotypes in your DNA relate to skin ageing. On the basis of a DNA-examination, NOMIGE will be able to inform you on certain skin concerns and will inform you on collagen degradation, hydration and anti-oxidant level of your skin. These elements are, amongst others, important factors in the skin ageing process.
3. However, genetic research is not comprehensive. While we can measure many hundreds of thousands of data points from your DNA, only a small percentage of them are known to be related to human traits of health conditions. It should be noted that many of the genetic discoveries we report have not been clinically validated, and the technology we use, which is the same technology used by the research community, to date has not been widely used for clinical testing. Therefore, you should realise that the scientific community may show previous research to be incomplete or inaccurate in the future.

In addition, many ethnic groups are not included in genetic studies. Because interpretations provided in our service rely on these published studies, some interpretations may not apply to you. Future scientific research may change the interpretation of your DNA.

4. As research progresses and scientific knowledge and technology evolve, NOMIGE is constantly innovating in order to provide the best possible experience for our Customers. Therefore, our Customers acknowledge and agree that the form and the nature of the Services and Products which NOMIGE provides, may change from time to time without prior notice to you. You also acknowledge that NOMIGE may offer different or additional technologies or features to collect and/or interpret your DNA in the future and that your initial purchase of the Service does not entitle you to any different/additional features for the interpretation of your genetic information.
5. You should also take into consideration that the laboratory may not be able to process your sample if your saliva does not contain a sufficient volume of DNA, you do not provide enough saliva, your saliva is cross-contaminated, or the results from processing do not meet our standards for accuracy.



If the initial proceedings fail for any of these reasons, NOMIGE will reprocess the same sample at no charge to you. If the second attempt to process the same sample fails, NOMIGE will offer to send you another kit to collect a second sample at no charge. If you decline this option, you are entitled solely and exclusively to a complete refund of the amount paid to NOMIGE, less shipping and handling, provided that you shall not resubmit another sample through a future purchase of the service. If you opt to receive another DNA-sample kit and NOMIGE's attempts to process the second sample are unsuccessful, NOMIGE will not send additional DNA-sample kits and you will be entitled solely and exclusively to a complete refund of the amount paid to NOMIGE, less shipping and handling, provided that you shall not resubmit another sample through a future purchase of the Service.

CLAUSE 6 RIGHT OF WITHDRAWAL

1. If you buy goods online from a EU based webshops, you are entitled to a 14 day right to withdrawal. However, this right of withdrawal is not applicable for certain products or services.
2. Regarding the Service of the DNA-analysis, NOMIGE offers you a right to withdrawal. This right to withdrawal ends 14 days after the receipt of the DNA-sample kit or at the moment you return your used DNA sample kit after you collected your DNA back to us for processing, if the return takes place before the expiration of the 14 day withdrawal period. By returning the used sample kit you are deemed to have requested us to execute the agreement between you and NOMIGE and you lose your right to withdrawal.

In case you want to exercise your right to withdrawal, you can fill out the form below and send it to NOMIGE bvba, Brouwerstraat 18, 9000 Gent, Belgium or customerservice@nomige.com. We will send you an acknowledgement of your withdrawal by email and we will refund you within 14 days on the bank account number which is mentioned on the Withdrawal Form.

3. The Belgian and European law provide for an exception on this right of withdrawal for goods that are manufactured based on the specifications of the customer or are meant to be used by a specific person (article VI.53, 3° Wetboek Economisch Recht).



All of our beauty creams are “tailor-made” based on the lifestyle questionnaire you filled out and on the analysis of your DNA. Therefore, NOMIGE cannot accept a right to withdrawal for the Products.

“MODEL WITHDRAWAL FORM”

(Only fill out and sent this form if you wish the withdrawal the agreement) - *To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:*

I/We () hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),*

- *Ordered on (*)/received on (*),*
- *Name of consumer(s),*
- *Address of consumer(s),*
- *Account number*
- *Signature of consumer(s) (only if this form is notified on paper),*
- *Date*

() Delete as appropriate.*

CLAUSE 7 PRICE

1. During the period we mention in our offer, our prices do not change, except for price changes resulting from changes in VAT rates.
2. Our prices include all taxes, VAT and all other levies. Hence, you will never experience unpleasant surprises. We nevertheless can decide to charge you with the shipping costs on top of the purchase price. In that case, we notify that always before you definitely place your purchase.



CLAUSE 8 PAYMENT

1. We only accept advance payment through our website using the following payment methods:
 - o Visa
 - o Mastercard
 - o Maestro
 - o Bancontact
 - o PayPal
 - o Ideal
 - o SEPA
 - o GiroPay

2. In order to guarantee safe online payment and the safety of your personal data, the transaction data will only be wired while encrypted with SSL technology. In order to make payments with SSL no special software is required. You recognize a safe SSL-connection by the "lock" in the bottom status bar of your browser.

CLAUSE 9 CONFORMITY AND WARRANTY

1. We guarantee that our Products are in accordance with your order and meet the normal expectations you may have taking into account the specifications of the product. We also guarantee that our goods are in accordance with any at the moment of your order applicable law.

2. If the delivered goods were damaged during transport, do not correspond to the goods mentioned on the delivery note or do not correspond to the goods you ordered, you have to report this as quickly as possible and in any case within 3 days per mail to customerservice@nomige.com, clearly indicating the reasons for return. Subsequently, you have to send the goods back, unused and unopened within 5 calendar days after delivery.



3. All of our Products need to be stored in a cool and dry place at room temperature. Once opened our Products can be preserved for 12 months.
4. As a Customer, you are protected by a statutory 2-year warranty on products purchased from us if this product is not in accordance with the placed order. During this period and within the legal limits, we provide for the free replacement or repair of goods showing a defect covered by the statutory warranty.

During the first six months, you can in all cases call upon the guarantee. Afterwards you have to prove that the defects in the products are not caused by abnormal use.

5. The Customer cannot rely on the 2-year guarantee in case of abnormal use by the Customer or in case of improper storage of the Products.
6. NOMIGE does not endorse, warranty or guarantee the effectiveness of any specific course of action, tests, drugs, biologics, medical devices or other products, procedures, opinions, or other information that may be mentioned on the Website. If we provide to you on our Website any recommendations that identify for you, based on your genetic information and the information regarding your lifestyle (based on the lifestyle questionnaire) and scientific literature/research, this information is for informational purposes only. Reliance on any information provided by NOMIGE, NOMIGE's employees, or other appearing on the Website, is solely at your own risk.

CLAUSE 10 LIMITATION OF LIABILITY

1. All of our products are for external use only. Unless your Medical Doctor allows you to use this product it should not be used by anyone who is pregnant or under the care of a medical practitioner. The Customers should always satisfy themselves as to the ultimate suitability of a product for an intended application. NOMIGE accepts no liability in the unlikely event of an adverse reaction occurring when using one of its products. Our Products are not a medication, and we can only make recommendation for suitability of our Products in certain conditions. Any recommendations accepted by you as a Customer are accepted entirely at your own risk. By purchasing our products you accept responsibility to check with a professional before using any Products that may interfere with drugs or medical conditions.



If you want to buy/use our Products or use our Services when you are pregnant or suffering from any medical condition, this is solely at your own risk and NOMIGE will not take any responsibility whatsoever.

2. By purchasing our products you recognize and accept the fact that some natural ingredients may still cause sensitivity in susceptible individuals and that NOMIGE will not be held responsible for such occurrences. We encourage those with sensitive skin to make a patch test on the skin for possible reactions. NOMIGE accepts no responsibility for incorrect use of information or products..
3. NOMIGE's Products are developed and produced after extensive scientific research by the founders of NOMIGE and by other scientists. The quality of the Products is therefore always guaranteed.
4. In case NOMIGE is to be found responsible, our only obligation consists of replacing the defective goods or reimbursing the paid price, whichever we see fit. You agree that, fully according to applicable law, NOMIGE will not be responsible or liable (whether in contract, negligence or otherwise), under any circumstances, for any interruption or error occurring from your use of the Site.

You agree that, fully according to applicable law, NOMIGE will not be responsible or liable (whether in contract, tort (including negligence) or otherwise), under any circumstances, for any (a) interruption of business; (b) access delays or access interruptions to the Website; (c) data non-delivery, mistakes in delivery, corruption, destruction or other modification; (d) loss or damages of any sort incurred as a result of dealings with or the presence of off-website links on the site; (e) computer viruses, system failures or malfunctions which may occur in connection with your use of the site, including during hyperlink to or from third party websites (f) any inaccuracies or omissions in content or (g) events beyond our reasonable control.

NOMIGE will not be liable for any indirect, special, incidental, or consequential damages of any kind (including lost profits) related to the Website or your use thereof (or inability to use the site).



CLAUSE 11 DELIVERY AND EXECUTION

1. All Products and Services are delivered to the address provided by you when ordering. We only deliver in Europe for now;
2. The DNA-sample kit will be delivered within 3 days after payment is received by NOMIGE. The results of the DNA-test will be sent to you within 4 weeks after the reception of the DNA sample kit, together with 4 creams.

If you re-order one of the 4 creams, the delivery will be sent to you within 1 week.

3. If we are not able to deliver on time, we will always notify you before the end of the delivery period. If we do not, you can cancel your order for free. In that case we will refund you within 30 days after dissolution of the agreement.
4. The shipment of goods and gift vouchers is always at our risk. So you do not have to worry about goods lost during transportation.
5. However, when you send us the used DNA sample kit, this shipment will be at your own risk if you decide not to follow our instructions for return (which you can find in the instructions for use that will be sent to you in the swab kit). In this case NOMIGE does not take any responsibility in case it gets lost during transportation.
6. If the delivered goods were damaged during transport, do not correspond to the products mentioned on the delivery note or do not correspond to the goods you ordered, you have to report this as quickly as possible and in any case within 3 days. Subsequently, you have to send the goods back, unused and unopened, within 5 calendar days after delivery. You have to use the enclosed "return form" for this. If you have any questions while filling in this return form, you can contact us on the following email address customerservice@nomige.com
7. Given the nature of the product, PO Box addresses are not accepted.
8. NOMIGE is not responsible for failed deliveries when:
 - The Customer provides an incorrect or outdated address;
 - No one is at home at the address of delivery indicated by the Customer;



- The Customer does not immediately (24 hours) provide a corrected/new delivery address.

CLAUSE 12 FORCE MAJEURE

1. In case of force majeure, we are not obliged to fulfil our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate the agreement.
2. Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include amongst others strikes, fire, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the webshop, late delivery or absence of delivery by suppliers or other third parties,...

CLAUSE 13 INTELLECTUAL PROPERTY

1. Our website, logos, texts, photographs, names, and in general all our communications are protected by intellectual property rights either belonging to us or our suppliers or other claimants.
2. It is forbidden to use and/or change any of the intellectual property rights as described in the present clause. So you may not copy nor reproduce for example drawings, photographs names, texts, logos, colour combinations, etc. ...without our prior written and explicit consent.

CLAUSE 14 COMPLAINTS PROCEDURE AND CONFLICTS

1. We do hope that all our customers are always 100% satisfied. If nevertheless you would have complaints concerning our Services or Products, please do not hesitate to contact us at customerservice@nomige.com. We will do the utmost to deal with your complaint within 7 days.



2. All contracts we conclude with our Customers are, regardless of their place of residence, exclusively governed by Belgian law. Only the courts of Belgium are competent to adjudicate with disputes arising out of or connected to these contracts. If as a result of international law the law of a different country applies, the interpretation of the current terms and conditions will in the first instance be done in accordance to the Belgian Law on Market Practices and Customer Protection.

The applicability of the international Convention on the Sale of Goods (CISG) of Vienna is explicitly excluded.

3. In case of disputes regarding the interpretation of the General Terms and Conditions, the Dutch version of the General Terms and Conditions will be considered to have priority.
4. By way of Alternative Dispute Resolution measure, the Federal Service on Mediation for Customers has been appointed to receive all demands of out of court settlement of Customer disputes. The Service will intervene directly or transfer your complaint to the appropriate service. You can contact the Service de Médiation des Consommateurs via this link: <http://www.mediationconsommateur.be/en>.
5. In case of cross border dispute, you can contact the "Online Dispute Resolution" platform of the European Union via this link: <http://ec.europa.eu/odr>.