

TERMS AND CONDITIONS FOR ONLINE SALE OF PRODUCTS

1 THESE TERMS

- 1.1 These are the terms and conditions on which we supply Health & Wellness products, Personal Care products, Genomics services (“**Products**”) to you through our website (our “**Platform**”).
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3 **By using our Platform, you agree to these terms.** If you are using our Platform as a representative of an entity, you are agreeing to these terms on behalf of that entity.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are BMS Science Pte Ltd, a company registered in Singapore, trading on behalf of Therawin Co., Ltd. our subsidiary registered in Thailand. Our unique entity number is 202006957W and our registered office is at 160 Robinson Road #14-04, Singapore 068914.
- 2.2 For any questions or problems relating to our Platform, our Products or these terms, you can contact us by email at info@therawin.net or write to us at 160 Robinson Road #14-04, Singapore 068914. You may also text us on WhatsApp at +66917602079.
- 2.3 Please refer to Clause 14 and our privacy policy which is available at https://www.therawin.net/T&Cs_PrivacyPolicy for information about what personal data we collect and what we do with it. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.
- 2.4 If we have to contact you, we will do so by writing to you at the email address you provided to us.
- 2.5 When we use the words "writing" or "written" in these terms, this includes emails.

3 OUR CONTRACT WITH YOU

- 3.1 You may place orders with us as instructed on our Platform. Our acceptance of your order will take place when the payment is received and we email you a confirmation email with the invoice, at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will let you know in writing and will not charge you for the Product ordered. This might be because:
 - (a) the Product ordered is out of stock;
 - (b) there are unexpected limits on our resources which we could not reasonably plan for;

- (c) we have identified an error in the price or description of the Product; or
- (d) we are unable to identify your delivery address precisely enough for delivery.

- 3.3 If payment was already done, we will refund you, some refund charges may apply.
- 3.4 We will assign an order number to each order. Please tell us the order number whenever you contact us about your order.
- 3.5 While we are based in Singapore and Thailand, our Platform is for the promotion of our Products worldwide.

4 OUR PRODUCTS

- 4.1 The images of the Products on our Platform are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Products that you purchase may vary slightly from those images.
- 4.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our Platform have a ten percent (10%) tolerance.
- 4.3 The packaging of the Products may vary from that shown in images on our Platform.

5 YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Product you have ordered, please contact us. We have full discretion whether or not to accept the changes. We will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 8 - **Your rights to end the contract**). As we try to expedite orders as much as possible, order changes/cancellations may generally not be possible.

6 CHANGES TO OUR PRODUCT OR THESE TERMS

- 6.1 We may make minor changes to the Product from time to time in order to:
 - (a) reflect changes in relevant laws and regulatory requirements; and
 - (b) implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.
- 6.2 If we make significant changes to these terms or the Product, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Products paid for but not received.

7 PROVIDING THE PRODUCTS

- 7.1 We will deliver the Products to the address as specified in your order as soon as reasonably possible on or about the estimated delivery dates as set out in our

confirmation email. Since we use postal/courier services, the time of shipping/delivery is out of our control once the item has been transferred to the shipping company. The costs of delivery will be as displayed to you on our Platform.

- 7.2 If our supply of the Products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event.
- 7.3 If no one is available at the address as specified in your order to take delivery, we will let you know how to rearrange delivery. We may ask you to interact directly with the shipping company.
- 7.4 When order is confirmed, we may give you an estimated delivery time, this will only be an estimation and delivery time will depend upon shipping company. We may not be taken as responsible for any delay in shipping/delivery once the item has been transferred to the shipping company.
- 7.5 Once order is confirmed, the transaction will be considered finalised. We will not accept cancellation and/or refund request except in some very specific instances, e.g. no delivery as proven by shipping company, defective product... In any cases, cancellation and refund requests will be decided at our discretion only.
- 7.6 A Product will be your responsibility from the time we deliver the Product to the delivery location you specified or you (or a carrier organised by you) collect it from us.
- 7.7 You own a Product once we have received payment in full.
- 7.8 We may need certain information from you so that we can supply the Products to you. If so, this will have been stated in the description of the Products on our Platform. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. For food supplements and cosmetic products, information will be your name, contact details and delivery address. For genomic services, we will ask you to fill a form with some personal and health information and a consent form in addition to name, contact details and delivery address.
- 7.9 We may have to suspend the supply of a Product to:
 - (a) deal with technical problems or make minor technical changes;
 - (b) update the Product to reflect changes in relevant laws and regulatory requirements; or
 - (c) make changes to the Product as requested by you or notified by us to you (see Clause 6).
- 7.10 We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. If we have to suspend the Product, we will adjust the price so that you do not pay for Products while they are suspended. You

may decide to cancel order in this instance, and we will refund any sums you have paid in advance for the Product.

8 RETURN OF PRODUCTS

- 8.1 We will not accept any returns due to the nature of the products.
- 8.2 If a product is defective and we agree on refund or replacement, no return of the defective product will be requested.
- 8.3 In the future, we may set-up a system to return empty packaging for cosmetic products. Then, you will be able to return EMPTY product packages so we can recycle/reuse them trying to limit our impact on the environment.

9 OUR RIGHTS TO END THE CONTRACT

- 9.1 We may end the contract for a Product at any time by writing to you if:
 - (a) you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us, this includes the cases when we would not receive a correct delivery address from you; or
 - (b) you do not make any payment to us during the order process, and you still do not make payment within one week of us reminding you that payment is due.
- 9.2 If we end the contract in the situations set out in Clause 9.1 we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10 PRODUCT DEFECTS

- 10.1 We warrant that on delivery, the Products will:
 - (a) be of merchantable or satisfactory quality;
 - (b) be fit for purpose held out by us;
 - (c) be free from material defects in design, material and workmanship; and
 - (d) conform with their description given on our Platform in all material aspects.
- 10.2 Any warranty given by us under this clause does not apply to any defect in the Products arising from:
 - (a) fair wear and tear;
 - (b) wilful damage, abnormal storage or working conditions, accident, or negligence by you or by any third party;
 - (c) your failure to operate or use the Products in accordance with any instructions (including instructions relating to storage, installation, use and maintenance) given by us;
 - (d) any alteration or repair by you or by a third party; or

- (e) us following any of your specification or requests.
- 10.3 If you become aware of any defect in all or part of the Products delivered, you must:
- (a) give notice in writing to us as soon as practicable; and
 - (b) send evidence of the alleged defect to us (e.g. by sending us photos by email at info@therawin.net).
- 10.4 Where the Products are found to be defective, we will, at our option, replace the defective Products, or refund the price of such defective Products in full. We have no further liability to you for defective Products upon replacement, or refund of the defective Products.
- 10.5 If you have any questions or complaints about any Product, please email us at info@therawin.net, or send us a text on WhatsApp at +66917602079, you may also use the messenger service or the contact form on our website <https://www.therawin.net>.

11 PRICE AND PAYMENT

- 11.1 The price of the Product will be the price indicated on the order/check-out pages when you placed your order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see Clause 11.2 for what happens if we discover an error in the price of the Product you order.
- 11.2 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. If the correct price for the Product at your order date is less than the price stated to you, we will charge the lower amount; but if it's higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.3 We accept payment online payment methods, bank transfer, major credit and debit cards.
- 11.4 You must pay for the Products before we despatch them.
- 11.5 If you think an invoice is wrong, please contact us promptly to let us know.
- 11.6 Price should be displayed in your local currency, or in an international currency on the check-out page. In case of dispute on the currency, the currency we will settle with is the Singapore Dollar (SGD).

12 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 Subject to Clause 12.2:
- (a) all other warranties, conditions, or terms relating to fitness for purpose, quality, or condition of the Products, whether express or implied by statute or common law or otherwise, are expressly excluded;
 - (b) we shall not be liable to you (whether in contract, tort or otherwise) for any loss of profit or any indirect or consequential loss arising from or in connection with the provision of the Products; and

- (c) our total liability to you for all losses arising from or in connection with the provision of the Products shall be limited to the total sums received by us for the Products.

12.2 Nothing in these terms will limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (where applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

13 USE OF PERSONAL INFORMATION

When you register or otherwise use our Platform, you provide us with personal data which is collected and used in accordance with the terms of our privacy policy which is accessible at https://www.therawin.net/T&Cs_PrivacyPolicy. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.

14 ENTIRE AGREEMENT

- 14.1 These terms constitute the entire agreement between us in relation to your purchase. These terms supersede and extinguish all other agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, in relation to your purchase.
- 14.2 You acknowledge that you will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms.

15 OTHER IMPORTANT TERMS

- 15.1 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you do not wish to continue the contract with the transferee, you may contact us to end the contract within one (1) calendar month of us informing you of the proposed transfer and we will refund you any payments you have made in advance for Products not provided.
- 15.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 This contract is between you and us. Nobody else has any rights under this contract. No other person shall have any rights to enforce any of its term.
- 15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will

not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

16 GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 16.2 The courts of the Republic of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.