

TERMS AND CONDITIONS

Regulations of the online store <https://sklep.drirenaeris.com/en>

§1 General provisions

1. These regulations define the rules for provision of electronically supplied services, including the rules of selling in an online store available under the Internet domain <https://sklep.drirenaeris.com/en> (the "Store"), owned by the **Dr Irena Eris S.A.** based in Piaseczno (postcode: 05-500, 12 Armii Krajowej St.).
2. The seller and the operator responsible for IT and logistic service of the Store is **COSMETICS LAB Sp. z o.o. with headquarters in Warsaw**, ul. Kolejowa 5/7, 01-217 Warszawa.
3. The store conducts only retail sale of products presented on its website, offering them only for the own use of the customers. Each order, the content or circumstances of which indicate that it was made for commercial purposes, shall be considered invalid and not filed, what shall be communicated to the Customer by e-mail.
In order to verify if the order was made for commercial purposes, the Store will check the Central Registration and Information on Businesses (CEIDG) information on the Customer's business and the scope of their activities to the Polish Classification of Activities (PKD).
4. Sale in the Store takes place via Internet in the form of a distance contract between the Customer and the Seller.
5. Technical requirements for the proper functioning of the IT system used by the Store are as follows: connection to the Internet, a web browser or an appropriate application, possession and submission of an e-mail address enabling to send the information on the implementation of the order.
6. The condition for placing an order in the online store by the customer is to read these regulations and accept its provisions before entering into a sales contract or contract for the provision of electronic services.
7. By using the services described in these regulations, the Customer is prohibited from providing unlawful content.
8. The Seller provides electronically supplied services in accordance with these regulations.
9. Any information on processing the personal data can be found in the Privacy Policy available on the website of the Store <https://sklep.drirenaeris.com/en>.
10. Shop communication with the Customer is carried out via: e-mail: contact@cosmeticslab.pl, telephone: +48 507 124 657 or traditional mail: **COSMETICS LAB Sp. z o.o. with headquarters in Warsaw**, ul. Kolejowa 5/7, 01-217 Warszawa.
11. The terms used in these Regulations mean:
 - Time of order fulfillment** – the time that counts from the moment the Store confirms the acceptance of the order and ends when the Customer receives the ordered product;
 - Working days** – all days of the week from Monday to Friday, excluding statutory holidays;
 - Consumer** – a natural person performing with the Seller a legal transaction unrelated directly to its business or professional activity;
 - Basket** – an element of the Store, with the help of which the Customer specifies the details of the order such as: quantity of the products, delivery address, invoice data, delivery method, payment method etc.;
 - Customer** – a natural person with full legal capacity, a legal person or an organizational unit without legal personality, but with legal capacity that uses the Store, in particular visits, registers or/and purchases in the Store on terms specified in these regulations;
 - Consumer Entrepreneur** - a natural person, performing with the Seller a legal transaction

related directly to their business or professional activity, provided it is not of a professional nature, ensuing in particular from its business or professional activity, provided by the Central Registration and Information on Businesses (CEIDG) provisions;

Sole Trader - a natural person, conducting in its own name economic or professional activity;

Cookie file – a brief information written by the server on the Customer’s device, in form of a file that the server can read while reconnected from the same device. More information on the cookie files shall be found in the Privacy Policy available on the website of the Store <https://sklep.drirenaeris.com/en>.

Privacy Policy – a document containing information on personal data processed by the Seller, available on the website of the Store <https://sklep.drirenaeris.com/en>;

Store – an online store available under the Internet domain <https://sklep.drirenaeris.com/en>;

Seller – Krzysztof Baran performing business activity under the name **COSMETICS LAB Sp. z o.o. with headquarters in Warsaw**, ul. Kolejowa 5/7, 01-217 Warszawa, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Economic Department of the National Court Register under the number KRS 0000812993, REGON: 384975497, TAX number 5272913585 phone number: +48 507 124 657, e-mail: contact@cosmeticslab.pl

Product Page – a page in the Store where information on the offered product are presented;

Sales agreement – a sales agreement concluded at distance, on terms specified in these regulations, between the Customer and the Seller.

§2 Registration and login

1. The Customer may register his account in the Store. In order to register, one should select a 'Log in – Create a new account' tab and then fill the registration form with the following data: name, surname, e-mail address, login and password. An e-mail confirming the creation of a new account shall be sent to the provided e-mail address. Through registration, the Customer and the Seller conclude an agreement on provision of electronically supplied services, the subject of which is the maintenance of an account in the Store on terms specified in these regulations.
2. After registration, the Customer may login to the Store using the login and password provided during registration.
3. After logging in, in the 'My Account' tab the Customer may freely modify his data provided during registration and browse the history of orders and payments.
4. Provision of services under the account is made free of charge and for an indefinite period. The Customer has the right to terminate the contract concluded with the Seller regarding the account at any time by sending a statement regarding termination of the contract to the e-mail address contact@cosmeticslab.pl or by traditional post to the address of the Store's registered office. Upon termination of the contract, the account will be removed from the Store's database. In cases where the Store is in the process of completing the order placed by the Customer, the effect of termination of the contract will be at the time of the implementation of the contract.

§3 Placing orders

1. To place an order in the Store, the Customer should use the newest versions of web browsers. It should have Java Script support and cookie files support enabled.
2. To fulfil the order it is necessary to provide the delivery address (name and surname, street, postcode, city) and contact data (name and surname, phone number, e-mail address). Provision of data such as: name, surname, address for correspondence, e-mail address, phone number, is completely voluntary and will not be used in any other way than

to fulfil the order placed by the Customer in the Store. The lack of this data will prevent the order from being completed.

3. An order can be placed without the need to register an account in the Store or via a registered account.
4. The Customer may place the orders in the Store 24 hours a day 7 days in a week. The Customer places the order by indicating a product of his interest on the Product Page – the 'Add to the Basket' tab, and then in the next steps in the Basket indicates the method of delivery and payment for the order.
5. By placing an order, the Customer declares that the purchase of goods in the Store is not of commercial nature and is intended solely to his own use.
6. Effective order placement should be understood as the process of passing all 4 steps of placing an order and approval with the 'Order and pay' button. The approval of the order by clicking the 'Order and pay' button is associated with the obligation to pay for the order.
7. The sales agreement between the Customer and the Seller is concluded when the Customer receives an e-mail, which is sent by the Seller after placing the order by the Consumer. The e-mail shall contain confirmation of receipt of the order by the Seller along with all relevant elements of the order.
8. A receipt or VAT invoice is issued for each order. If the customer wants a VAT invoice, then he is obliged to enter in the remark: "I order a VAT invoice" and provide correct data for issuing it.
9. Photos of products posted on the Store's website may slightly differ from products sold, but they have identical technical parameters.
10. The Store reserves the right to withdraw from the sale of some goods on offer.
11. Parcels should be opened in the presence of a courier. In the event of any damage, please write with the courier providing the damage report package. Lack of this protocol deprives you of the possibility to exchange goods and claim damages.

§4 Prices of the products

1. The Store publishes information on its offer on the Product Pages and offers the products via the Internet.
2. The prices on the website of the Store and presented by an offered product on the Product Page include VAT tax and are given in EUR currency and they do not include any delivery costs. The delivery costs are borne by the customer. Delivery costs are specified in the 'Delivery costs' tab.
3. Information on the total value of the order including: the price of a product, the delivery costs and - in case of the PayPal method of payment - costs for payment service, is presented after the Customer selects the form of delivery and method of payment.
4. The minimum order value is 15 EUR.
5. A promotional offer may be available on the Product Pages of the Store, based on which the product prices will be lower. Promotions in the Store are not subject to merger unless the rules of a particular promotion state otherwise.

§5 Payment and delivery methods

1. Payment for the order can be made by cash on delivery, payment card, online transfer or by traditional transfer to a bank account. Current payment methods are defined on the website of the Store in the 'Payment methods' tab.
2. The costs of the delivery depend on the method of delivery. Detailed information are available on the website in the 'Delivery costs' tab.

§6 Order fulfilment

1. Order fulfilment shall be understood as completing all stages of implementation of the order: from the beginning of the fulfilment process of the order, through forwarding the parcel to the courier company, to handing the parcel to the Customer.
2. The performance of the sales agreement concluded between the Customer and the Seller begins with the preparation of the goods for shipment, which involves the need to credit the Seller's bank account.
3. The time of order fulfillment is from 1 to 10 working days (applies to orders delivered to Poland).
4. The Customer is entitled to introduce changes in the order or to withdraw it until it is sent.
5. The Seller is obliged to provide the Customer with goods free of defects.

§7 Terms of complaints (notification of defects in goods)

1. In case of any complaints, the Customer should contact the Store via e-mail: contact@cosmeticslab.pl, by phone: +48 507 124 657 or by mail to the following address: **COSMETICS LAB Sp. z o.o. with headquarters in Warsaw**, ul. Kolejowa 5/7, 01-217 Warszawa. It is also possible to fill a complaint form in the 'Complaints' tab, which should be sent back to the e-mail or correspondence address.
2. The Seller is liable under the warranty if the physical or legal defect of a product is found within two years from the date of delivery of the goods to the Customer.
3. The Customer is entitled to request:
 1. exchange of a good for a new one,
 2. repair of the goods,
 3. price reduction,
 4. withdrawal from the contract, if the defect of the good is significant.
4. The Seller shall respond to the requests of the Customer no later than within 14 days. Goods inconsistent with the agreement should be sent back to the following address: **COSMETICS LAB Sp. z o.o. with headquarters in Warsaw**, ul. Kolejowa 5/7, 01-217 Warszawa,

§8 Withdrawal from the agreement

1. Under Act dated 30 May 2014 on Consumer Rights amended by the Act dated July 2019 certain regulations in order to improve the legal environment, the Customer or the Customer Entrepreneur has the right to withdraw from the agreement within 14 days without giving any reason, and without incurring any costs other than the least expensive type of standard delivery and reimbursement of direct return costs. In order to meet this deadline, it is sufficient to send before its expiry a written statement via e-mail: contact@cosmeticslab.pl or by mail to the address: **COSMETICS LAB Sp. z o.o. with headquarters in Warsaw**, ul. Kolejowa 5/7, 01-217 Warszawa – for this purpose it is possible to fill a withdrawal form available in the 'Products return' tab. In the case of submitting a statement via e-mail, the Seller confirms its acceptance by feedback.
2. After Sole Trader Customer's statement of withdrawal from the agreement, the Seller, is entitled to verify in the Central Registration and Information on Businesses (CEIDG) the scope of their activity according to the Polish Classification of Activities (PKD) to assess whether the Sole Trader concluded the agreement directly in connection with the conducted economic activity and whether the agreement is of a professional nature. To verify the information mentioned above, the Seller will check the scope of the Sole Trader economic activity according to the Polish Classification of Activities (hereinafter: PKD) in the Central Registration and Information on Businesses (CEIDG). In case the Seller determines, based

on the verification of the PKD codes, that the concluded agreement is for the Sole Trader of a professional nature, the Seller refuses to grant such entity the status of a Consumer Entrepreneur and considers the statement of withdrawal to be ineffective.

3. In the event of withdrawal from the agreement, the agreement is considered void, and the Consumer or the Consumer Entrepreneur is released from any obligations. The Consumer or the Consumer Entrepreneur is liable for the decrease in the value of the good as a result of using it in the way that exceeds what is a necessity to establish the nature, characteristics and functioning of the good unless the Seller has not informed the Consumer or the Consumer Entrepreneur about the right to withdraw from the agreement is.

Under the law, the deadline for returning payment is 14 days from the day the Seller receives the Consumer or Consumer Entrepreneur's statement on withdrawal from the agreement. The Seller may withhold the return of the payment until he receives the returned goods or a proof of its return delivered by the Consumer, depending on which event occurs first.

The Consumer or Consumer Entrepreneur shall send the purchased product to the following address: **Altmaster, hall no. 1 (with a note: Cosmetics Lab), Ogródowa 15, 05-555 Grzędy.**

4. Under Art. 38 of the Act on Consumer Rights, the Consumer and the Consumer Entrepreneur are not entitled to withdraw from the agreement, including in relation to agreements:

1. in which the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specifications or serving to satisfy their individual needs;
2. in which the subject of the service is an item that deteriorates quickly or has a short shelf-life;
3. in which the subject of the service is an item delivered in a sealed package, which after opening if the packaging was opened after delivery, cannot be returned due to health protection or hygiene reasons.

5.

When the Consumer or the Consumer Entrepreneur paid for the order placed, the Seller will return the payment made to him within 14 days.

6.

§9 Personal data

1. The Co-administrator of the Customer's personal data is: COSMETICS LAB Sp. z o.o. with its registered office in Warsaw, ul. Kolejowa 5/7, 01-217 Warsaw, and the company **Dr Irena Eris S.A.** with its registered office in Piaseczno, ul. Armii Krajowej 12, 05-500 Piaseczno.
2. Providing data is voluntary and is a condition for the conclusion of the contracts specified in these regulations, and failure to do so will prevent their conclusion.
3. The data will be processed for purposes related to the implementation of contracts set out in these regulations and the determination and investigation of possible claims as well as consideration of complaints, hereinafter referred to as the "legitimate interest of the Administrator".
4. Where appropriate, the recipients of the client's personal data may be banks, entities providing postal services, courier services, entities issuing debit or credit cards and other entities authorized pursuant to legal provisions.

5. The data will be stored until the performance of the contract / termination of the contract / termination of the contract / withdrawal by the client of consent to the processing of personal data and until the limitation of any claims required by applicable law, unless Union law or national law require the storage of personal data for a longer period.
6. The Customer has the right to request access to his personal data, rectification, deletion, limitation of processing and their transfer.
7. The Customer has the right to object to the processing of personal data on the basis of the Administrator's legitimate interest, specified in detail in point 4, lodging a complaint to the supervisory body and withdrawing consent at any time without affecting the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.
8. At the same time, the Administrators indicate that in all matters related to the processing of personal data, you can contact the Data Protection Officer at the email address: iod@drirenaeris.com

§10 Matters not regulated by the regulations.

1. The Regulation and sales agreements shall be governed by the Polish law.
2. The foregoing provision shall not deprive the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement under the law of the country where the consumer has his habitual residence.
3. Any disputes arising between the Seller and the Customer shall be submitted to the competent courts. The Customer being a Consumer or a Consumer Entrepreneur has the opportunity to use the out-of-court complaint and pursue claims by: Provincial Inspectorates of Trade Inspection, Permanent Consumer Arbitration Courts operating by the Provincial Inspectorate of Trade Inspection, Consumer Ombudsmen, Consumer Federation, Polish Consumer's Association. Information on the methods of access to the abovementioned procedures is available at the address: <http://polubowne.uokik.gov.pl/>. The Consumer or Consumer Entrepreneur may also file a complaint via the ODR (online dispute resolution) platform is available at the address: <https://ec.europa.eu/consumers/odr/>. The European ODR platform is one common access point for consumers and entrepreneurs, enabling out-of-court settlement of disputes regarding contractual obligations arising from an online sales contract and/or an online service contract.

§11 Final provisions

1. These regulations are available at the address: **COSMETICS LAB Sp. z o.o. with headquarters in Warsaw**, ul. Kolejowa 5/7, 01-217 Warszawa and under the internet domain <https://sklep.drirenaeris.com/en>. The Customer may access the regulations at any time after entering the 'Regulations' tab on the website of the Store and download it as PDF file or print it.
2. The Seller allows the right to amend these regulations of important reasons, in particular:
 1. changes in law,
 2. changes in payment methods,
 3. changes in delivery methods,
 4. change of the legal form of business activity.
3. Changes to the regulation will not affect placed and implemented orders. Accepted orders shall be subjected to the current regulations at the time of placing the order.
4. These Terms and Conditions apply from the date 01/01/2021.