

## TERMS AND CONDITIONS

Regulations of the online store [www.pharmaceris.com/en](http://www.pharmaceris.com/en) (hereinafter: "Terms and Conditions")

### §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://pharmaceris.com/en> (the "Store"), owned by the Dr Irena Eris S.A. based in Piaseczno (KRS: 0000051003, postcode: 05-500 Piaseczno, 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, (KRS: 0000812993), address: 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 check whether the order was made for commercial purposes, the Seller will be entitled to verify the information on the Customer's business in the Central Register and Information on Economic Activity and the scope of his business according to the Polish Classification of Business Activities.
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 Terms and Conditions.
9. Any information on processing of the personal data can be found in the Privacy Policy available on the website of the Store [www.pharmaceris.com/en/page/privacy-policy](http://www.pharmaceris.com/en/page/privacy-policy)
10. Communication between the Shop and the Customer is carried out via: e-mail: [office@cosmeticslab.pl](mailto:office@cosmeticslab.pl), telephone: + 48 22 378 44 53 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, according to Article 221 of the Civil Code of April 23, 1964;

Consumer Entrepreneur – a natural person concluding a contract directly related to his business activity, unless it has a professional nature for that person, in particular resulting from the subject of his business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

Sole Proprietorship – a natural person conducting business or professional activity on his own behalf

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 Terms and Conditions;

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://pharmaceris.com/en>

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

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

Seller – 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, NIP 5272913585 phone number: +48 22 378 44 53, e-mail: [office@cosmeticslab.pl](mailto:office@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 Terms and Conditions.
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 sklep@pharmaceris.com 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. The Customer may order in the Store, in one Basket (once) a maximum of 15 Pharmaceris brand products and the Customer may place a maximum of 5 orders containing Pharmaceris brand products in a given calendar month. In the event of exceeding the above the number of ordered products or orders, the Store will refuse to process the order.
7. Effective order placement should be understood as the process of passing all 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.
8. 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.
9. 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.
10. Photos of products posted on the Store's website may slightly differ from products sold, but they have identical technical parameters.
11. The Store reserves the right to withdraw from the sale of some products on offer.

12. 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 products 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.
6. In the case of a promotional campaign involving a reduction in the price of a given product, the Seller, when indicating the promotional price of a given product, will place information about the lowest price of a given product in the last 30 days before the price reduction.

#### **§5 Payment and delivery methods**

1. Payment for the ordered products can be made by payment card, online transfer or traditional transfer to a bank account. Current payment methods are specified on the Store's website in the "Payment methods" tab.
2. The store delivers the ordered products via GLS.
3. Delivery costs are €4.99. 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 products 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.

## **§7 Terms of complaints (non-conformity of the products with the contract)**

1. The Seller's obligation is to provide the Consumer and the Consumer Entrepreneur with products compliant with the contract.
2. The delivered product is compliant with the contract, if in particular its:
  - description, type, quantity, quality, completeness and functionality,
  - suitability for a specific purpose for which it is needed by the Consumer or the Consumer Entrepreneur, about which the Consumer or the Consumer Entrepreneur notified the Seller at the latest at the time of concluding the contract and which the Seller accepted.
3. In addition, to be considered in conformity with the contract, a product must:
  - be fit for the purposes for which products of this type are usually used, taking into account applicable laws, technical standards or good practices;
  - be present in such quantity and have such features, including durability and safety, which are typical for a product of this type and which the Consumer or Consumer Entrepreneur can reasonably expect, taking into account the nature of the product and the public assurance provided by the Seller, his legal predecessors or persons acting on their behalf, in particular in advertising or on the label, unless the Seller demonstrates that:
    - a. did not know about the public assurance and, judging reasonably, could not have known about it;
    - b. prior to the conclusion of the contract, the public assurance was rectified in the terms and form in which the public assurance was given, or in a comparable manner;
    - c. the public assurance did not affect the decision of the Consumer or the Consumer Entrepreneur to conclude the contract;
  - be delivered with packaging, accessories and instructions that the Consumer or Consumer Entrepreneur can reasonably expect to be provided;
  - be of the same quality as the sample or model that the Seller has made available to the Consumer or Consumer of the Entrepreneur, and correspond to the description of such sample or such model.
4. The Seller shall not be liable for the lack of compliance of the product with the contract in the scope referred to in § 7 point 4, if the Consumer or Consumer Entrepreneur, at the latest at the time of concluding the contract, was clearly informed that a specific feature of the product deviates from the requirements of compliance with the contract specified in § 7 point 4, and explicitly and separately accepted the lack of a specific product feature.
5. The Seller shall be liable for the lack of compliance of the product with the contract existing at the time of its delivery and revealed within two years from that moment, unless the product's best-before date specified by the Seller, its legal predecessors or persons acting on their behalf is longer. A lack of compliance of the product with the contract which becomes apparent within two years from the delivery of the product shall be presumed to have existed at the time of delivery, unless proven otherwise or the

presumption cannot be reconciled with the nature of the product or the nature of the lack of conformity of the product with the contract.

6. The seller may not invoke the expiry of the deadline to determine the lack of compliance of the product with the contract specified in § 7 point 5, if this lack has been fraudulently concealed.
7. If the product is not in compliance with the contract, the Consumer or Consumer Entrepreneur may demand its repair or replacement of the product.
8. The Seller may replace the product when the Consumer or Consumer Entrepreneur requests a repair, or the Seller may repair the product when the Consumer or Consumer Entrepreneur requests replacement of the product, if it is impossible to bring the product into compliance with the contract in a manner chosen by the Consumer or Consumer Entrepreneur, or would require excessive costs for the Seller. If repair and replacement of the product are impossible or would require excessive costs for the Seller, the Seller may refuse to bring the product into compliance with the contract.
9. When assessing the excess of costs for the Seller, all circumstances of the case are taken into account, in particular the significance of the product's lack of compliance with the contract, the value of the product in accordance with the contract and excessive inconvenience to the Consumer or the Consumer of the Entrepreneur resulting from the change in the way of bringing the product into compliance with the contract.
10. The Seller shall repair or replace the product within a reasonable time from the moment when the Seller was informed by the Consumer or Consumer Entrepreneur about the lack of compliance with the contract, and without undue inconvenience to the Consumer or Consumer Entrepreneur, taking into account the specificity of the product and the purpose for which the Consumer or Consumer Entrepreneur. The costs of repair or replacement of the product, including in particular the costs of postage, transport, labor and materials, shall be borne by the Seller.
11. Consumer or Consumer Entrepreneur provides the Seller with the product which should be subject to repair or replacement. The Seller collects the product from the Consumer or the Consumer Entrepreneur at his own expense.
12. Consumer or Consumer Entrepreneur is not obliged to pay for the usual use of the product, which was subsequently replaced.
13. If the product is not in compliance with the contract, the Consumer or Consumer Entrepreneur may submit a statement of price reduction or withdrawal from the contract when:
  - the Seller refused to bring the product into compliance with the contract in accordance with § 7 point 9 above;
  - the seller has not brought the product into compliance with the contract in accordance with point § 7 pt. 11 to § 7 point 12 above;
  - the lack of compliance of the product with the contract persists even though the Seller has tried to bring the product into conformity with the contract;
  - the lack of compliance of the product with the contract is significant enough to justify a price reduction or withdrawal from the contract without prior use of the protection measures specified in § 7 point 8 to § 7 point 13 above;

- it is clear from the Seller's statement or circumstances that he will not bring the product into conformity with the contract within a reasonable time or without undue inconvenience to the Consumer or Consumer of the Entrepreneur.
- 14. The reduced price must be in such proportion to the price resulting from the contract, in which the value of the non-compliant product remains to the value of the product compliant with the contract.
- 15. The Seller returns to the Consumer or Consumer Entrepreneur the amounts due as a result of exercising the right to reduce the price immediately, not later than within 14 days from the date of receipt of the Consumer or Consumer Entrepreneur's statement on the price reduction.
- 16. Consumer or Consumer Entrepreneur may not withdraw from the contract on the basis specified in § 7 of these Terms and Conditions, if the lack of conformity of the product with the contract is insignificant.
- 17. If the lack of compliance with the contract applies only to some products delivered under the Consumer or Consumer Entrepreneur may withdraw from the contract on the basis of § 7 of these Terms and Conditions only in relation to these products, as well as in relation to other products purchased by the Consumer or Consumer Entrepreneur together with non-conforming products, if it cannot be reasonably expected that the Consumer or Consumer Entrepreneur has agreed to keep only the products in compliance with the agreement.
- 18. In case of any complaints, the Customer should contact the Store via e-mail: office@cosmeticslab.pl, by phone: +48 22 378 44 53 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.
- 19. 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,
- 20. The Seller returns to the Consumer or the Consumer Entrepreneur the amounts due:
  - as a result of exercising the right to reduce the price, immediately, not later than within 14 days from the date of receipt of the price reduction statement
  - as a result of exercising the right to withdraw from the contract under § 7 of these Terms and Conditions, immediately, not later than within 14 days from the date of receipt of the product or proof of its return.
- 21. The Seller refunds the price using the same method of payment as used by the Consumer or Consumer Entrepreneur, unless the Consumer or Consumer Entrepreneur has expressly agreed to a different method of return, which does not involve any costs for him.

## **§8 Withdrawal from the agreement**

1. The Customer being a Consumer has the right to withdraw from the agreement within 14 days, without giving any reason and without bearing any costs, except from the costs related to costs other than the cheapest random cost of delivery of the products and

direct costs of returning the products to the Seller. In order to meet this deadline, it is sufficient to send before its expiry a written statement via e-mail: [office@cosmeticslab.pl](mailto:office@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 a return e-mail.

2. The Seller after the receipt of a statement of withdrawal from the agreement, referred to in §8 point 1 above, from a Client who is a Sole Proprietor is entitled to verify in the Central Register and Information on Economic Activity the scope of his activity according to the Polish Classification of Business Activities in order to assess whether the Sole Proprietor has entered into an agreement directly in connection with his business activity and whether this agreement is for the Sole Proprietor an agreement of a professional kind. In order to verify the above-mentioned information, the Seller will check in the Central Register and Information on Economic Activity the scope of activity conducted by the Sole Proprietor according to the Polish Classification of Business Activities (hereinafter: PKD). If the Seller finds, based on the verification of the PKD codes, that the concluded contract is of a professional nature for a Sole Proprietor, the Seller refuses to grant such entity the status of a Consumer Entrepreneur and considers the declaration of withdrawal from the contract to be ineffective. The Seller shall notify the Sole Proprietor of the recognition of such a declaration of withdrawal from the contract as ineffective in writing within 14 days from the date of receipt of the declaration of withdrawal, together with the reason for declaring the declaration ineffective.
3. In the event of the withdrawal from the agreement on the basis of in §8 point 1 above the agreement is considered void and the Consumer or Consumer Entrepreneur is released from any obligations. The Consumer or 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 necessary to establish the nature, characteristics and functioning of the good, unless the Seller has not informed the Consumer about the right to withdraw from the agreement. The deadline for returning payment is 14 days from the day when the Seller receives the statement of the Consumer or Consumer Entrepreneur on withdrawal from the agreement. The Seller may withhold the return of the payment until he receives the returned products or a proof of its return delivered by the Consumer or Consumer Entrepreneur, depending on which event occurs first. The purchased product shall be sent to the following address: COSMETICS LAB Sp. z o.o. with headquarters in Warsaw, ul. Kolejowa 5/7, 01-217 Warszawa.
4. According to Article 38 of the consumer rights act, the Consumer or Consumer Entrepreneur does not have the right to withdraw from the agreement, among others, with reference to agreements:
  - in which the subject of the service was a non-prefabricated item, manufactured according to consumer's specification or serving to satisfy his individual needs;
  - in which the subject of the service is an item subjected to rapid deterioration or an item of a short shelf life;



- in which the subject of the service is an item delivered in a sealed package , which after opening shall not be returned due to health protection or hygiene reasons, if the package has been opened after the delivery.
- 5. If the Consumer or Consumer Entrepreneur has paid for the order placed, at the time of withdrawal from the contract by the Consumer or Consumer Entrepreneur, the Seller shall refund the payment made to him within 14 days using the same method of payment as used by the Consumer or Consumer Entrepreneur, unless the Consumer or Consumer Entrepreneur expressly agreed to a different method of return, which does not involve any costs for him.

### **§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 Co-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](mailto:iod@drirenaeris.com)

### **§10 Matters not regulated by the Terms and Conditions**

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 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 are available at the address: <http://polubowne.uokik.gov.pl/>. The Consumer from the EU or Norway, Iceland, and Liechtenstein may also file a complaint via the ODR (online dispute resolution) platform available at the following address: <https://ec.europa.eu/consumers/odr/>. The European ODR platform constitutes one common access point for consumers and entrepreneurs, enabling out-of-court resolution of contractual disputes arising from online purchases of goods or services.

### **§10a Opinions**

1. The Seller uses Customer opinions in the Store and verifies them in terms of whether the product was purchased in the Store.
2. Opinions about products can only be given by registered customers of the Store, regardless of whether the product was purchased directly from the Store or outside it.
3. The Seller uses and publishes both positive and negative product opinions.
4. The Seller verifies that the opinion relates to a product purchased from the Store by verifying that the Customer issuing the opinion has purchased the product in question through the Store and has received confirmation of the purchase by email. In the event that:
  - The Customer gave an opinion to the product purchased in the Store - the Seller marks the opinion as "Confirmed purchase",
  - The Customer gave an opinion to the product purchased elsewhere than in the Store - the Seller marks the opinion as "Pharmaceris Customer".
5. The Seller also allows Customers to give opinions on products via [www.ceneo.pl](http://www.ceneo.pl). In terms of opinions added via [www.ceneo.pl](http://www.ceneo.pl), the Seller does not verify them.

### **§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://pharmaceris.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:
  - changes in law,
  - changes in payment methods,
  - changes in delivery methods,

- 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 regulations shall apply from 24.01.2023.