

## REGULATIONS OF THE INTERNET SHOP

### I.GENERAL PROVISIONS

1. Definitions used in these Regulations, unless the Regulations expressly stated otherwise or the context in which they are used otherwise requires, shall have the following meaning:
  - 1.1. **"Internet Shop"**(further: **"Shop"**) - service and internet shop run by the Seller under the address: [www.shop.zepter.com](http://www.shop.zepter.com)
  - 1.2. **"Client"**- a natural person, including a Consumer, of age and with the full capacity to act in law, with a Place of residence within the territory of European Union (excluding: Belgium, Croatia, Hungary, Cyprus, Finland, Italy, Lithuania, Czech Republic, Slovakia, Germany, Sweden, Romania, Latvia and France), Norway, Mexico, Republic of South Africa, Australia and New Zealand excluding dependent territories of the above mentioned states or a legal person or an organizational unit that doesn't have the legal personality with the seat on the above mentioned territories, that both have the capacity to successfully incur obligations, that are the parties to the Agreement for performing the Electronic service Account and may acquire Products in the Shop.
  - 1.3. **"Consumer"**- a natural of age person having the full capacity to act in law, which concludes with the Seller the Agreement for performing the Electronic service, the Sales Agreement or the agreement of membership in ClubLive100 which isn't directly connected to his business or professional activity.
  - 1.4. **"Seller"** - Zepter International Poland Spółka z ograniczoną odpowiedzialnością, acting under the law of Poland, with its seat in Warsaw, 37 Domaniewska Street, registered in the entrepreneurs register of National Court Register (KRS), maintained by the District Court for capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under no. 0000107635, NIP 526-020-01-87, REGON 011524677, share capital 224.500 PLN  
**CUSTOMER SERVICE:** 02 - 672 Warsaw, 37 Domaniewska Street, tel. +48 22 565 84 84, +48 22 565 80 90  
**CENTRAL SERVICE OF THE SELLER:** Serwis Centralny Zepter, 177 Gawłowska Street, 96-503 Sochaczew, (further: **"Central Service"**)  
**WAREHOUSE OF THE SELLER:** Magazyn Centralny Zepter, 38 Krechowiecka Street, 05-230 Kobyłka, Poland, (further: **"Warehouse"**)  
**E-MAIL ADDRESS:** [info@zepter.com](mailto:info@zepter.com)  
**WEB PAGE:** [www.zepter.com](http://www.zepter.com)
  - 1.5. **"ClubLive100"** (further: **"Program"** or **"ClubLive100"**) - a loyalty program arranged by the Seller for Clients, which aim is popularization and promotion of Products, free of charge and voluntary, offering privileges for its Members defined in the Terms & Conditions of the Program. The Client can join the Program while registering in the Shop or in the Account according to the Regulations.

- 1.6. **“Member of ClubLive100” (further: “Member”)** - a Client who joined the Program according to the Terms & Conditions of the Program and Regulations. Loss the status of the Client is equivalent with termination of the agreement of membership in the Program.
- 1.7. **“Place of residence”** - place where a natural person stays with the intention of permanent residence.
- 1.8. **“Products”** - articles (products), presented by the Seller in the Shop by showing their features, technical and utility parameters and prices, which the Client can order in the Shop, unless the availability of a particular Product - according to the information on the Shop web page - is excluded.
- 1.9. **“National Tax Identification Number”** - an identification number given to an entrepreneur by appropriate organs in the country of entrepreneur’s registered office for the need of records of taxpayers.
- 1.10. **“VAT EU Number”** - European number of an entrepreneur being a VAT taxpayer given to the above mentioned entrepreneur allowing him to perform intercommunity transactions. In case of using by the Client in the Shop valid and correct VAT EU Number the prices of Products are Net Retail Prices or Net Member Prices with the rate of VAT on goods and services 0%.
- 1.11. **“Retail Price”** - price of a given Product (Products) expressed in euro and depending on the Client’s status: including VAT on goods and services in the rate 0% - in case of entrepreneurs with the sit within the European Union territory having valid and correct VAT EU Number or not including VAT on goods and services - in case of natural persons with the domicile outside the European Union and entrepreneurs with the sit outside the European Union (Net Retail Price) or including VAT on goods and services (Gross Retail Price).
- 1.12. **“Member Price”** - reduced Retail Price, determined in the Shop for each Product purchased by the Member in the Shop according to terms described in the Regulations and depending on Client’s status: including VAT on goods and services in the rate 0% - in case of entrepreneurs with the sit within the European Union territory having valid and correct VAT EU Number or not including VAT on goods and services - in case of natural persons with the domicile outside the European Union and entrepreneurs with the sit outside the European Union (Net Member Price) or including VAT on goods and services (Gross Member Price). By selecting an option of Member Price of a particular Product in the Shop the Client expresses will to join the Program and in case of not deselecting an option to join the Program, joins the Program.
- 1.13. **“Sales Price”** - price of the Products - depending on the Client’s status Retail Price (Net or Gross) or Member Price (Net or Gross) - added to the electronic basket with other possible costs, that the Client is obliged to bear according to the Regulations, including costs of delivery, zone payment and - in case of delivery outside the European Union - also costs of custom clearance.
- 1.14. **“Additional costs”** - costs of duties, taxes, tariffs or fees that the Client with his domicile or registered office outside the European Union may be obliged to bear according to his local rules of law due to delivery of Products

purchased on the basis of the Sales Agreement.

- 1.15. **“Order”** - the Order form filled properly and in accordance with the facts by the Client, confirmed by the Client and sent to the Seller by selecting the option “Order and pay”.
  - 1.16. **“Sales Agreement”** - the Order - in the part dedicated to purchase of Products - confirmed by the Seller according to the provisions of the Regulations.
  - 1.17. **“Electronic service”** - a free of charge service provided by the Seller in the Shop to the Client in electronic way.
  - 1.18. **“VIES”** - European system of exchanging information about VAT enabling electronic verification of validity of VAT EU Numbers of entrepreneurs registered within European Union territory.
  - 1.19. **“Force majeure”** - terroristic acts, wars declared and undeclared, blockades, blackouts, rises, riots, epidemics, landslides, earthquakes, floods, explosions, blackout and other sudden, external, incident involuntary from Parties, preventing the execution of the contract as a whole or in its parts, permanently or temporary, which effects managing due diligence neither Seller nor the Client could prevent nor counteract and which they couldn't predict if reasoning rationally.
  - 1.20. **“Business days”** - depending on a context in which it is used - days of the week from Monday to Friday except days of public holidays within the territory of Poland or days of the week from Monday to Friday except public holidays within the territory on which the Client has his domicile or registered office in which deliveries of Products are realized.
  - 1.21. **“Regulation”** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
  - 1.22. **“Regulations”** - the following regulations.
2. The Regulations regulate the rules and the conditions of using the Shop. The Client has a free access to the Regulations through the web page **www.shop.zepter.com**, bookmark “Regulations of the Internet shop”.
  3. Using the Shop is possible on condition of acknowledging with Regulations and accepting its provisions. Acceptance of the provisions of Regulations takes place in the process of registration in the Shop.

## **II.ELECTRONIC SERVICES IN THE SHOP**

1. The following electronic services are available in the Shop:
  - 1.1. **Registration form** - an electronic form shared by the Seller in the Shop that defines data necessary for identification and registration a subject interested in having the status of the Client in the Shop and a subject interested in having the status of the Member in the Program, as well as the ways of direct contact, proper and complete filling of which by a subject interested in having the status of the Client or in having status of the Client and the Member and sending to the Seller

by selecting the option "Register" is necessary to become the Client or to become the Client and the Member; (interactive form is available on the Shop webpage).

- 1.2. **Account**- collection of resources in the information system of the Seller marked with an individual name (login, i.e. e-mail address) and password defined by the Client, in which the data given by the Client and the information about concluded Sales Agreements are stored. Starting using the Account by the Client follows the Client's registration in the Shop. Within the Electronic service Account the Client can use the following functions: changing password, browsing history of Sales Agreements with showing detailed information of a given Sales Agreement and its current status, possibility to pay the Sales Agreement and change a form of payment (if it wasn't paid before), deleting the Account (resignation from the Account), giving and cancelling the consent for processing personal data, giving and cancelling the consent for the purpose of marketing of products and services of the Seller, for receiving commercial information and for leading by the Seller direct marketing using automatic evoking systems (ex. e-mail, SMS sent without the direct participation of the human) and using telecommunication terminal devices (ex. telephone, computer), accepting or not accepting changes of the Regulations. Using tools provided in the Account the Client can also join the Program and change his address by himself. In order to change the other data the Client should contact the Seller in electronic way on the address: **info@zepter.com**.
  - 1.3. **Order form**- an interactive form available in the Shop that enables placing the Order by adding Products to electronic basket, giving proper and complete data necessary for realization of the Sales Agreement and defining the conditions of this Agreement including the way of delivery and payment. If the Order is placed by a subject not having the status of the Client, such a subject shall - while placing the Order - conclude with the Seller Agreement for performing the Electronic service Account and become the Client. While placing the Order there is also possibility to join the Program. Using the Electronic service Order form by the Client starts with adding the first Product to the electronic basket. Placing the Order comes after completing the following actions by the Client in sequence: (1) filling the Order form and (2) selecting the option - after filling the Order form - "Order and pay". Until the Client confirms the Order by selecting the above mentioned option, there is a possibility of individual modification of the Order form; (interactive form is available on the Shop web side).
  - 1.4. **Newsletter** - an electronic distribution service provided by the Seller in the Shop via e-mail, which allows all its users to receive from the Seller automatically following editions of the Newsletter containing information about the Seller, Products, news and promotions in the Shop and new functionalities of the Shop.
2. The Electronic service Registration form is provided for free and has a one-off character and ends in the moment of sending the Registration form according to title III point 3 below by the Client or in the moment of earlier interruption of the process of registration by the Client.
  3. The Client of a Consumer status doesn't have the right to withdraw from the agreement

for performing the Electronic service Registration form, if that service was fully executed by the Seller. By sending the Registration form to the Seller according to title III point 3 below, the Client of a Consumer status gives the Seller a consent to perform the Electronic service Registration form.

4. The Electronic service Account is provided for free and for undefined period. The Client has a possibility, in any moment and without giving the reason, to remove the Account (resign from the Account) which is equivalent to dissolution of the agreement for performing Electronic service Account by the Client and – in case of the Client being the Member – automatic termination of the agreement of membership in the Program.
5. The Seller has a right to terminate the agreement for performing Electronic service Account in the immediate mode in case of flagrant violation of the provisions of the Regulations by the Client, i.e. in case of giving the false data or personal data of other subject by the Client, delivering unlawful contents, that violate generally accepted social norms, that cause disruption of work or overloading the ICT systems and also in case of placing big number of Orders and persistent evading of paying for them. The Seller's statement of termination shall be made in electronic way on the Client's e-mail address and is effective in the moment in which the statement reaches the Client in such a way that the Client could get familiar with its contents (day of solution). In case of the Client being the Member with the day of solution the agreement of membership in the Program terminates automatically.
6. The Client of a Consumer status has the right to withdraw from the agreement for performing Electronic service Account – without giving any reason and without incurring any cost – within 14 days from the date of conclusion of the agreement for performing Electronic service Account, by making a statement to the Seller in electronic way on email address: [info@zepter.com](mailto:info@zepter.com) . To preserve the term described above the Client of a Consumer status shall send the statement before its expiry. The Seller will send to the Client of a Consumer status a confirmation of receiving the statement of withdrawal on a durable medium in the form of protected PDF file. In case of the Client of a Consumer status being the Member withdrawal from the agreement for performing Electronic service Account is equivalent with termination of the agreement of membership in the Program.
7. The Client of a Consumer status can use the blank number 1 below, but it's not compulsory.
8. The Electronic service Order form is performed for free and has a one-off character and ends in the moment of sending the Order form by the Client by selecting the option "Order and pay" or in the moment of earlier interruption of placing the Order by the Client.
9. The Client of a Consumer status doesn't have the right to withdraw from the agreement for performing the Electronic service Order form, if that service was fully performed by the Seller. By selecting the option „Order and pay" the Consumer gives the Seller a consent to perform the Electronic service Order form.
10. The Electronic service Newsletter is performed for free and for undefined period. Using the Newsletter starts by giving by a subject interested in using the Electronic service Newsletter his e-mail address and selecting the option "Sign Up" on the Shop start

page. In the moment of selecting the option "Sign Up" a subject interested in using the Electronic service Newsletter signs up to the Electronic service Newsletter and receives the confirmation of conclusion the agreement of performing the Electronic service Newsletter containing information required by the law. Confirmation is fixed on a durable medium in the form of protected PDF file and can be changed only in a way of a clear settlement between the Consumer and the Seller. A subject interested in using the Electronic service Newsletter has a possibility, in any moment and without giving the reason, to resign from the Newsletter by making a statement to the Seller in electronic way on email address: [info@zepter.com](mailto:info@zepter.com) , which is equivalent to dissolution of the agreement for performing the Electronic service Newsletter.

11. Giving by a subject interested in using the Electronic service Newsletter his email address and selecting the option "Sign Up" is equivalent with the above subject statement that he has got familiarized with the content of the Regulations and its full acceptance and obligation to follow them and with the consent of that subject for leading towards him by the Seller direct marketing using automatic evoking systems (e-mail sent without the direct participation of the human) and using telecommunication terminal devices (computer). The subject using the Electronic service Newsletter has a possibility to cancel the consent mentioned in the previous sentence in any moment by making a statement to the Seller in electronic way on e-mail address: [info@zepter.com](mailto:info@zepter.com) , which is equivalent to dissolution of the agreement for performing the Electronic service Newsletter
12. The Consumer has the right to withdraw from the agreement for performing the Electronic service Newsletter – without giving any reason and without incurring any cost – within 14 days from the date of conclusion of the agreement for performing the Electronic service Newsletter, by making a statement to the Seller in electronic way on email address: [info@zepter.com](mailto:info@zepter.com) . To preserve the term described above the Consumer shall send the statement before its expiry. The Seller will send to the Consumer a confirmation of receiving the statement of withdrawal on a durable medium in the form of protected PDF file.
13. The Consumer can use the blank number 2 below, but it's not compulsory.
14. The Seller is obliged to perform Electronic services properly and is responsible to the Client for its non-performance or improper performance, with reservation that the Seller is not responsible for not performing or improper performing of Electronic services being result of operation of Force majeure.
15. Complaints connected to performing Electronic services by the Seller the Client can submit in electronic way on the e-mail address: [info@zepter.com](mailto:info@zepter.com) .
16. It is recommended for the Client to point out in the complaint application the name and the surname or the company name and contact information, as well as description and the reason of complaint. Requirements pointed out in the previous sentence – in case of the Client of the Consumer status – have only the recommendation form and their neglecting won't affect the efficiency of submitted complaint.
17. The Seller is obliged to settle the complaint within 14 days from receiving the complaint application.

### III. RULES OF USING THE SHOP

1. A subject which is interested in using the Shop needs:
  - 1.1. An Internet browser that supports SSL protocol;
  - 1.2. Access to the Internet;
  - 1.3. An electronic mail account – e-mail address.
2. Using the Shop is carried out by:
  - 2.1. Registration in the Shop according to the procedure described in points 3-7 below, including registration with the usage of an external authentication service (e.g. using the tools made available in the Shop by Facebook),
  - 2.2. Registration in the Shop, including registration with the usage of an external authentication service (e.g. using the tools made available in the Shop by Facebook), while placing the Order according to the procedure described in title IV points 1-6.
  - 2.3. Logging in, including using an external authentication service (e.g. using the tools made available in the Shop by Facebook) – with the use of the Electronic service Account.
3. Registration in the Shop or in the Shop and in the Program is performed within registration procedure by sending by the Client with the use of the tools provided in the Shop the Registration form filled properly and according to the factual circumstances, confirmed by selecting the option “Register”.
4. In the moment of confirmation mentioned in point 3 above, the Client is registered in the Shop or in the Shop and in the Program, which is equivalent to the possibility of using the Electronic service Account or using the Electronic service Account and benefits of the Program. The Client receives the confirmation of conclusion the agreement of Electronic service Account and/ or the confirmation of conclusion the agreement of membership in the Program containing information required by the law and fixed on a durable medium in the form of protected PDF file on the e-mail address given in the Registration form. Confirmations received by the Client can be changed only in a way of a clear settlement between the Client and the Seller.
5. Sending the Registration form is equivalent to:
  - 5.1. The Client’s statement that he has got familiarized with the content of the Regulations, including rules of processing personal data, and their full acceptance and obligation to follow them,
  - 5.2. The Client’s statement that all the information and data given by him in the procedure of registration is real and will be updated by him immediately in case of their changing.
6. In case of joining the Program sending of Registration form is also equivalent to the Client’s statement that he has got familiarized with the content of the Terms & Conditions of the Program and their full acceptance to follow them.
7. The Seller reserves the right to verify the data given by the Client in the Registration form and updated in accordance with the Regulations. The Seller can refuse concluding the agreement for performing the Electronic service Account or the agreement for performing Electronic service Account and agreement of membership in the Program in

case of defective filling out the Registration form, especially giving false, incomplete data or other subject's data in this Form. In case of refusing to conclude the agreement for performing the Electronic service Account and/or the agreement of membership in the Program the Seller will immediately notify the Client about above mentioned in electronic form on the e-mail address given in the Registration form. In case if the Client gives the false, incomplete data or other subject's data during the process of data changing, the Seller can withdraw from the agreement of performing the Electronic service Account and/ or the agreement of membership in the Program in the way and with the effects described in title II point 5, which the Client will be informed about on given e-mail address.

8. In case of the Client already using the Electronic service Account, the Client - after logging in - can use all the tools of the Shop.

#### **IV. CONCLUSION OF THE SALES AGREEMENT**

1. Conclusion of the Sales Agreement is carried out by the below mentioned actions:
  - 1.1. Placing the Order by the Client with the usage of the tools provided in the Shop - by sending the Order form, filled properly and according to the actual circumstances, the placement of which the Client confirms by selecting the option "Order and pay" which is equivalent with making to the Seller an offer of conclusion the Sales Agreement or the Sales Agreement and the agreement of membership in the Program or - in case of a subject not having status of the Client - the Agreement for performing the Electronic service Account and the Sales Agreement or the Agreement of performing the Electronic service Account, the Sales Agreement and the agreement of membership in the Program according to the provisions of this Regulations,
  - 1.2. Confirmation of acceptance of the offer by the Seller is sent to the Client on the Client's e-mail address given by the Client after selecting the option "Order and pay".
2. With the moment of confirmation mentioned in point 1.2 it comes to, with the restriction to point 8, the conclusion of the Sales Agreement or conclusion of Sales Agreement and agreement of membership in the Program or - in case of a subject not having status of the Client - the agreement for performing the Electronic service Account and the Sales Agreement or the agreement of performing the Electronic service Account, the Sales Agreement and the agreement of membership in the Program. The Client receives the above mentioned confirmation and - in case of concluding the Agreement for performing the Electronic service Account and/ or the agreement of membership in the Program - also confirmation of conclusion the Agreement for performing the Electronic service Account and/or the confirmation of conclusion the agreement of membership in the Program that contains information required by the law. Confirmations are fixed on a durable medium in the form of protected PDF file and can be changed only in a way of a clear settlement between the Client and the Seller.
3. In case of placing the Order by the Client of an entrepreneur status with its seat within the territory of European Union who filled in - in the Order form or in the Account -



the VAT EU Number, the VAT EU Number is verified by VIES on each stage of placing the Order and the Client is informed about the result of this verification at latest in the moment of selecting the option "Order and pay". Purchasing by this Client Products in the Net Retail Price or in the Net Member Price(without VAT) is possible only in case of positive verification of the Client's VAT EU Number by VIES.

4. Sending the Order form is equivalent to the Client's statement that all the information and data given by him in the procedure of placing the Order is real.
5. Sending the Order form in case of conclusion by a subject interested in becoming the Client the Agreement for performing the Electronic service Account is also equivalent to declaration of the above mentioned subject that he got familiarized with the content of the Regulations and that he fully accepts it and that he obliges to follow it.
6. Sending the Order form in case of conclusion by the Client placing the Order the agreement of membership in the Program is also equivalent to the Client's statement that he has got familiarized with the content of the Terms & Conditions of the Program and their full acceptance and obligation to follow them.
7. Comments to the Order added by the Client in the Order form are not binding for the Seller, however the Seller will take them under consideration according to his possibilities.
8. The Seller reserves the right to verify the data given by the Client in the Order form. The Seller can refuse conclusion of the Sales Agreement, the Agreement for performing the Electronic service Account and/or the agreement of membership in the Program in case of improper filling in the Order form, especially in case of giving the false, incomplete data or other subject's data in this Form. In case of refusing to conclude the Sales Agreement the Agreement for performing the Electronic service Account and/or the agreement of membership in the Program, the Seller will immediately notify the Client about above mentioned in electronic form on the e-mail address given in the Order form.
9. In case if the Client adds bigger amount of Products to the electronic basket than currently available in the Shop, the Seller informs the Client about that immediately, not later than in the moment of confirming placing the Order by the Client by selecting the option "Order and pay". In that case the Client will be able to reduce the amount of the Products to the amount that is actually available in the Shop or resign from the purchase of the Products.
10. Orders can be placed during the whole day with the reservation to title VII point 3 below. In case of placing the Order on Saturday, Sunday or days of public holidays in Poland, running of terms, which are connected to the realization of the Sales Agreement, will start in first Business day after above mentioned days.
11. The Client gets information about the current status of the Sales Agreement on a given e-mail address and also through the Account.

## **V. PAYMENT OF THE SALES PRICE**

The payment of the Sales Price can be made through the operator of electronic payments (credit card or e-transfer - on-line authorization based on full coding of the

connection (SSL protocol with the possibility to use 128 bit coding key) – payment after completing the process of placing the Order.

## VI. DELIVERY AND ISSUING PRODUCTS

1. With the reservation to the point 5 below the delivery of purchased Products is realized on the territory of the European Union (excluding: Belgium, Croatia, Hungary, Cyprus, Finland, Italy, Lithuania, Czech Republic, Slovakia, Germany, Sweden, Romania, Latvia and France), Norway, Mexico, Republic of South Africa, Australia and New Zealand excluding dependent territories of the above mentioned states and will be made on the address of delivery pointed out in the Order form through the representative of courier company in term of 7 Business days from the day of acceptance of the payment by the operator of electronic payments.
2. The amount of the Sales Price is finally calculated in the moment of complete filling in the Order form. Additional costs – if applicable – are calculated by the local authorities after Products purchased on the basis of the Sales Agreement reach country of their destination.
3. In case of Clients having their domicile or registered office within the territory of Poland, when the Retail Price or Member Price of the Products added to the electronic basket is higher than 100 euro, the cost of delivery is included in the Retail Price or Member Price of the Products – Sales Price. In case if Retail Price or Member Price of the Products in the electronic basket is less or equal to 100 euro, the delivery is on the Client's cost and the Sales Price is the Retail Price or Member Price of the Products with the costs of delivery.
4. The Client confirms the delivery on the waybill. Before confirmation the delivery of the shipment the Client should check if the shipment isn't damaged and then sign the waybill, wherein it's recommended to check also the content of the shipment. In case of finding the damage of the Products or incompatibility in the amount of the shipment the Client should act according to provisions of the title IX "Complaints and Guarantee". Together with the Products the Seller will give the Client all necessary documents including accountant documents.
5. Deliveries of the Products are realized only within the territory on which the Client has his Place of residence or registered office. The following Products: Shaving gel code PNK-4550, After shaving balm code PNK-4540, Complete protection deodorant code PNK-4570 and Deo Fresh deodorant code PNK-4230 are not delivered to Mexico, Republic of South Africa, Australia and New Zealand, the following products: Maca Neo code SUP-100-MN and Inca Inchi code SUP-101-Q10 are not delivered to Norway, Mexico, Republic of South Africa, Australia and New Zealand, the following Products: Tuttoluxo code PWC-700, Tuttoluxo Black code PWC-700B, TuttoSteamy code PWC-301, CleansyMag code AQ-MAG-100, Juicer code TF-999F, Food Processor code VO-022-K, Coffee Machine code ZEP-200, Zepresso Gold code ZEP-300G, Coffee caps codes: ZEP (101 to 105) and ZEP-C (301 to 305), VacSy Sealing Unit code VS-S, VacSy Set code VS-170, Zepter Radio Induction Kitchen code Z-993R, Dry Fast Hairdryer code HD-002, Therapy Air code PWC-570 and PerioSafe Test code PNK-1005 are not

delivered to Mexico, the following Product: Oxy sterile 250 ml code PAG-961-250S is not delivered to Mexico, Republic of South Africa, Australia, Spain and New Zealand, the following Products: Medolight code Z4L & Medolight BluDoc code Z5L-C are not delivered to Mexico, Republic of South Africa, Australia, Spain and New Zealand, the following products: Bioptron Medall Set code PAG-960-SET, Bioptron Pro 1 Set code PAG-990, Bioptron 2 Set code PAG-880-SET, Color Light Therapy Set code PAG-965-CT, Colored filters for Bioptron Pro 1 code PAG-992-CTF (1-7), Bioptron Medall code PAG-960, Floor stand for Bioptron Medall code PAG-964-FSM, Floor stand for Bioptron Pro 1 code PAG-991-FS, Fullerene Filters codes PAG-960-FFK and PAG-990-FFK are not delivered to Australia, Spain and Republic of South Africa

6. Deliveries of the Products are realized only on Business days from 8 a.m. – 8 p.m.
7. The Seller reserves the right to realize the delivery in bigger amount of the packages in case if the size exceeds the size of the euro pallet and/ or when the weight of delivered shipment exceeds 31,5 kg and in case of delivery outside Europe – 20 kg.
8. In case of purchase of a device for treating water installation of a device is performed by a local technician of the Seller after conclusion of the term of installation with the Client.

## **VII. DUTIES AND RESPONSIBILITY**

1. The Seller will make every effort to provide his services on the highest level and pledges to keep the correspondence in secret and to take measures that keep the server safe from access of unauthorized subjects.
2. The Seller obliges to protect the personal data according to provisions in force, especially the act of protecting the personal data.
3. The Seller reserves the right to regular service work that may cause limited access to the Shop but interruption of using the Shop will not exceed 2 hours at a time and will not occur more than once a week.
4. The Client is obliged to use the Shop according to applicable law, provisions of this Regulations, especially not to deliver contents that are unlawful, violating generally accepted social norms or causing disruption of work or overloading the ICT systems to the Shop's website.
5. The Seller doesn't take the responsibility for:
  - 5.1. Lack of the possibility of using the Shop as a consequence of operation of Force majeure;
  - 5.2. Using the Shop or Electronic service Account by the Client which is unlawful or incompatible with the provisions of the Regulations, or for any consequences that result from that;
  - 5.3. Providing by the Client an e-mail address or telephone number or password which he uses for logging in to the third parties;
  - 5.4. Providing password and personal data to authorized person based on the appropriate provisions of the law;
  - 5.5. Lack of transmission or speed of transferring the data which result from the technical limits used by the Client;
  - 5.6. Refusal of financing the purchase of the Products by the third party.

6. In case when the Client doesn't remember the password for access to the Account he should use the procedure of reminding the password available in the Shop.
7. In case the Client loses the password for access to the Account or gets to know about unauthorized access to the Account, he should immediately inform the Seller about following on the e-mail address: **info@zepter.com**. The reservation is effective from the moment of reaching the Seller in the way he could get familiarized with its content. Until the moment the reservation reaches the Seller, the Seller doesn't take the responsibility for any unauthorized action that was the result of using the Account by the third party with the use of the Client's lost password. In case of lack of reservation, according to the first sentence above, the Seller doesn't take the responsibility for the damage that the Client had sustained because of that except of the damages resulting from intentional guilt or gross negligence of the Seller.
8. In case of reservation which is mentioned in point 7 above the Seller blocks the Account and starts the clarifying procedure within which he does the verification of the action made within the Account after reporting reservation. The Seller immediately informs the Client about the results of above mentioned procedure in electronic way by e-mail address of the Client.

## VIII. PROCESSING PERSONAL DATA

1. The Controller of personal data under art. 4 point 7 of the Regulation is the Seller.
2. The Seller has appointed a data protection officer who can be contacted with at the e-mail address [iod@zepter.com.pl](mailto:iod@zepter.com.pl) or at the address: The Data Protection Officer Zepter International Poland, 37 Domaniewska 37 str, 02-672 Warsaw.
3. Personal data gained by the Seller in the process of conclusion of agreements mentioned below or while their performance will be processed under and for the purpose:
  - a. under art. 6 sec. 1 point b of the Regulation for the purposes of conclusion and performance of such agreements as: (i) agreement for performing an Electronic service Account, (ii) Sales agreement, (iii) agreement for performing an Electronic service Newsletter and (iv) the agreement of membership in ClubLive100,
  - b. under art. 6 sec. 1 point c of the Regulation for the purposes of fulfillment of legal obligations to which the Seller is the subject, e.g. issuing and keeping invoices and other accounting documents, in case of indication by the Client the recipient of the Products other than the Client - informing the recipient of the Products about the source of obtaining his personal data, giving responses to complaints within the time limit provided for by the applicable regulations,
  - c. under art. 6 sec. 1 point f of the Regulation within legitimate interests conducted by the Seller, namely (i) for the purpose of direct marketing of products and services of the Seller, (ii) in order to set, protect and to pursue claims, (iii) to prepare reports, analyzes, statistics for the Seller's internal needs, (iv) to ensure network and information security.and - in case of separate acceptance - under and for the purpose:
  - d. under art. 172 sec. 1 of the act of 16 July 2004, the telecommunication law (i.e. Journal of Law of 2017, item 1907), (hereinafter referred to the Telecommunication Law) for

the purpose of marketing of products and services of the Seller with the usage of automatic calling systems and telecommunications terminal equipment or

e. under art. 10 sec. 2 of the act of 18 July 2002, on providing services by electronic means (i.e. Journal of Law of 2017, item 1219), (hereinafter referred to the Act) for the purpose of sending commercial information of the Seller via e-mail.

4. Intended recipients of personal data: entities by which the Seller performs the Sales agreement (e.g. a courier company, an authorized entity servicing the Seller's devices), in case of indication by the Client the recipient of the Products other than the Client - the recipient of the Products, entities by which the Seller conducts marketing activity for its products and services (e.g. a post provider, a telecommunication provider, an advertising provider), entities by which the Seller provides Electronic services in the Shop (e.g. providers of IT services), entities to which the Seller outsources advisory, tax, audit services, legal support, entities running paying business (e.g. a bank).
5. Personal data will be stored within the period depending on the purpose for which it was collected and the legal basis for the processing, this is:
  - a. conclusion and performance of the agreements - (i) Agreement for performing an Electronic service Account - till the end of the Agreement, (ii) Sales agreement - till the Sales agreement is performed, (iii) Agreement for performing an Electronic service Newsletter - till the end of the Agreement and (iv) the agreement of membership in ClubLive100 - till the end of the agreement,
  - b. fulfillment of legal obligations that the Seller is the subject - till the legal obligations are fulfilled by the Seller,
  - c. conduction of legally reasoned interests of the Seller: (i) direct marketing of products and services of the Seller - till objection is submitted, (ii) to set, protect and to pursue claims - till limitation of the claims or till accepting by the Seller the reasoned objection, (iii) preparing reports, analyzes, statistics for the Seller's internal needs - till accepting by the Seller the reasoned objection, (iv) to ensure network and information security - one month or till accepting by the Seller the reasoned objection.
  - d. separately expressed acceptance: direct marketing of products and services of the Seller with the usage of automatic calling systems and telecommunications terminal equipment or sending commercial information of the Seller via e-mail - till withdrawn of the acceptance.
6. A data subject has the right to access to the content of his data and the right to make corrections, removal, limitation of processing and the right to move the data.
7. Moreover, a data subject has a right to submit, at any time, an objection reasoned by his particular situation regarding processing of his personal data for reasons of legitimate reasoned interests of the Seller. If the Seller proceeds his personal data for the direct marketing purposes, in accordance to its legitimate reasoned interests, a data subject has a right to submit the objection. If the Seller accepts the reasoned objection or in case of submission of the objection, the data of the particular data subject will be no longer proceeded.
8. If personal data is proceeded based on art 172 sec. 1 of the Telecommunication Law or art 10 sec. 2 of the Act, the Client also has a right to withdraw, at any time, the

acceptance for processing the personal data that will not have an impact on conformity with the right to use the data that was granted based on the acceptance before the withdrawal.

9. In order to exercise the rights referred to above, the data subject should contact the Seller using the contact data indicated in or the Data Protection Officer of the Seller using the data indicated above.
10. The data subject has also the right to lodge a complaint to the General Inspector of Personal Data Protection or to another such authority pointed in his place if recognizes that the processing of his personal data is without prejudice to the regulations on personal data protection, including the Regulation.
11. Submission of personal data is voluntary, but making known personal data required by the Seller for a particular agreement (marked by "\*" in the process of conclusion of a particular agreement) is necessary to conclude and execute the agreement for performing an Electronic service Account, Sales agreement, agreement for performing an Electronic service Newsletter and/or the agreement of membership in ClubLive100 and missing data means no possibility to conclude and perform above mentioned agreements.
12. The Seller as an entity obliged to process personal data in a manner safe and compliant with the applicable regulations, he also informs that he has a Privacy Policy, which can be viewed on the Shop's website.

## **IX. COMPLAINTS AND GUARANTEE**

1. The Seller is obliged to deliver to the Client the Products void of physical or legal defects. According to the regulations of civil code concerning implied warranty, the Seller is responsible towards the Client if the sold Product has the physical or legal defect.
2. Moreover the Seller (Guarantor) gives the warranty, within which he provides good quality and proper functioning of the Products he sells with exception of excluding the Products or their elements described in the Warranty Card.
3. In case of finding the defects of purchased Products in the warranty period or in the period of responsibility of the Seller for the implied warranty, the Client should, according to the regulations that settle the given legal institution which he is about to use, lodge a complaint in one of the repair centres available in his country of domicile or registered office (the list of centres is available on the Shop's web page) or - in case of unavailability of repair centre in his country of domicile or registered office - in the Central Service.
4. To start the complaint procedure the Client can use the complaint form made out according to the blank available on the Shop's web page as well as in the repair centres of the Seller. In case if the Client doesn't use the complaint form which is mentioned in the previous sentence the Client shall form the complaint application in the way it would make it possible for the Seller to consider the complaint. Requirements pointed out in the previous sentence - in case of the Client of a Consumer status - have only the form of recommendations and their omission doesn't affect the efficiency of the

submitted complaint. The Client should deliver defected Products on the cost of the Seller: (i) to the nearest repair centre if it is available in his country of domicile or registered office or (ii) send it by a courier shipment directly to the Central Service.

5. After settling the complaint the Client is obliged to collect the Product on the cost of the Seller, but not later than 14 days from receiving the first call for collection, which he receives from the Seller according to chosen form of contact settled during applying for complaint.
6. The Seller is obliged to inform the Client about non-recognition of the complaint within 14 days from the day of receiving the complaint application. In case of recognising the justness of the complaint applied by the Client, the term of settling the complaint is 21 days from the day of providing the complaint Products to the Seller, unless the parties settle other rational term which doesn't cause excessive discomfort to the Client.

## **X. WITHDRAWING FROM THE SALES AGREEMENT**

1. The Client of a Consumer status has a right to withdraw from the Sales Agreement – without giving any reason – within 14 days from the date of receiving the Products, by making a statement to the Seller in electronic way on email address: [info@zepter.com](mailto:info@zepter.com) . To preserve the term described above the Client of a Consumer status shall send the statement before its expiry. The Seller will send to the Client of a Consumer status a confirmation of receiving the statement of withdrawal on a durable medium in the form of protected PDF file.
2. The Client of a Consumer status can use the blank number 3 below, but it's not necessary.
3. The Client of a Consumer status is not entitled to withdraw from the Sales Agreement the subject of which are Products delivered in sealed package (ex. coffee, cosmetics) if the package was opened after the delivery of the Product, and for the hygienic reasons or the reasons of healthcare this Products cannot be returned after opening the package.

## **XI. RETURNS**

1. In case if the Client of a Consumer status uses the legal right to withdraw from the Sales Agreement the parties are obliged to return the mutual benefits within 14 days counted from the day of receiving the declaration of withdrawal by the Seller. The Client of a Consumer status is obliged to return Products to the Warehouse at his own expense and in case of the Products which are mentioned in title X point 3 above, the Client of a Consumer status is obliged to return it in sealed package. The Seller can suspend from returning the Sales Price until receiving the Products back or delivering by the Client of a Consumer status the proof that he sent them, depending on which event happens earlier.
2. The Seller will make the return of the Sales price with the use of the same way of payment that the Client of a Consumer status used in the first transaction (transfer) unless the Client of a Consumer status clearly accepts other form of return. The Client of a Consumer status shall not incur any costs in connection with the above mentioned refund.

## **XII. COMPLAINT PROCEEDINGS CONNECTED TO THE SHOP FUNCTIONING**

1. The Client can make complaints connected to the functioning of the Shop in electronic form on the e-mail address: [info@zepter.com](mailto:info@zepter.com).
2. In complaint application the Client is recommended to point out the name and the surname or the company and contact information, as well as the description and pointing out the reason of the complaint. Requirements pointed out in the previous sentence – in case of the Client of a Consumer status – have only the recommendation form and their neglecting won't effect on the efficiency of submitted complaint.
3. The Seller is obliged to settle the complaint within 14 days from receiving the complaint application.

## **XIII. FINAL PROVISIONS**

1. The Seller reserves the right to amend the Regulations in case of changing the provisions of the law or to improve the functioning of the Shop, especially by improving existing tools in the Shop or adding new ones and also for protection of the Client's rights and preventing abuses.
2. With reservation to point 5 below all the changes of the Regulations become effective with the term described in points 3 and 4 below.
3. The Seller will publish the new Regulations on the web pages of the Shop, which will enter into force in 30 days from the day of its placing. Clients registering in the Shop in the period between the publication of the new Regulations and its entering into force will be obliged – during the process of registration – to get familiarized with and to accept the Regulations being in force in the moment of registration and the new Regulations.
4. The Seller will send to Clients new Regulations together with a request of confirmation in electronic form on the e-mail addresses given by Clients in the Registration form. New Regulations come into force in 30 days from the day of sending the Regulation by the Seller according to the previous sentence. In case of not accepting the new Regulations the Client is obliged to immediately, not later than in 30 days from the date of its receiving, make a declaration to the Seller by the tools available in the Account that he doesn't give the consent for a new Regulations, which is equivalent to the resignation from the Account and termination of the agreement for performing the Electronic service Account. In case of the Client being the Member termination of the agreement of performing the Electronic service Account is equivalent with termination of the agreement of membership in the Program. It's considered that the ineffective end of the term to make a declaration mentioned in the previous sentence is equivalent with the acceptance of the new Regulations by the Client.
5. Amendments to the Regulations resulting from the necessity to adapt the provisions of the Regulations to the mandatory rules of law shall apply as of the date of entry into force of the above-mentioned rules of law. The Seller shall endeavor to meet the deadline for notifying about the changes set out in paragraph 4 above. In this case, the



change shall be deemed accepted by the Client if the Client does not submit the Seller to the day before the new Regulations become effective - in the manner specified in point 5 above - a statement that he does not agree to the new Regulations, which is tantamount to his resignation from the Account and the inability to continue to use the Shop.

6. Changes of the Regulations don't concern Orders forms which were appropriately sent to the Seller according to the rules of the Regulations before entering into force of the new Regulations.
7. All the notifications sent by the Parties in electronic form will be sent on the last e-mail address given by the Party according to the Regulations.
8. Information in the Shop concerning Products (together with Products Retail and Member Prices) aren't the trade offer in the meaning of article 66 of Civil Code, but they are the invitation to conclude the agreement described in article 77 of Civil Code. The Seller reserves the right to change Products assortment available in the Shop as well as Prices of Products; the changes don't concern the Orders effectively placed before such changes entering into force.
9. In case when the Consumer is entitled to further going protection of his rights under his local rules of law than under this Regulations the local rules of law shall be applicable to this Consumer.
10. In matters not covered by this Regulations the rules of law being in force within the territory of Poland shall be applicable, with the reservation to the mandatory rules of law being in force within the territory of Clients' of the Consumer status domicile which shall be applicable.
11. Any dispute coming out of this Regulations or related to it shall be settled by the general court proper to the seat of the Seller, with the reservation to disputes with the Clients of the Consumer status that shall be settled by the court proper to the place of Clients' of the Consumer status domicile or another court proper according to the rules of law being in force in the place of the Client of the Consumer status domicile and chosen by the Client of the Consumer status.
12. In the event there is a conflict between this English version of the Regulations and a translated version this English version shall prevail.
13. The Seller declares that he's a member of the Polish Association of Direct Sales and as the member of this association is obliged to comply with the Direct Sales Code which the Client can get familiarized with on the web page of the association under the address: [www.pssb.pl](http://www.pssb.pl).
14. The Seller, according to art. 12 of the Consumer's Rights Act of 30th May 2014 (Dz.U. z 2014 r. poz. 827) hereby inform that the Client of a Consumer status can use non-judicial ways of dealing with complaints and pursuing claims. Detailed information concerning this procedures and the rules of using them are available in the seats and on the websites of regional and European institutions of protecting consumers and social organisations which statutory task is to protect Consumers. In case of Clients of a Consumer status domiciled in Poland information is available in premises and on websites of district (municipal) Consumer ombudsmen, social organizations which statutory tasks include protection of Consumer rights, the Provincial Inspectorates of the Trade Inspection and the following Internet addresses Office of Competition and



I hereby inform of my withdrawal from the Agreement of performing the Electronic service Newsletter.

.....  
(Place, date)

.....  
(Signature of the Consumer)

**Zepter International Poland sp. z o.o., ul. Domaniewska 37, 02-672 Warszawa**

**Blank no. 3**

**SPECIMEN SALES AGREEMENT WITHDRAWAL FORM**

(please fill in the form and send it back only if you wish to withdraw from the Sales Agreement)

.....  
(Name and surname of the Client of a Consumer status)

.....  
(Address of the Client of the Consumer status)

I hereby inform of my withdrawal from the Sales Agreement no. .... concluded on (date).

.....  
(Place, date)

.....  
(Signature of the Client of the Consumer status)

**Zepter International Poland sp. z o.o., ul. Domaniewska 37, 02-672 Warszawa**

**Please note that in case of withdrawal from the Sales Agreement Products shall be returned to the Warehouse (38 Krechowiecka Street, 05-230 Kobyłka, Poland).**