TERMS & CONDITIONS OF ZEPTER INTERNATIONAL ONLINE SHOP

I. GENERAL PROVISIONS

1. An online service available at www.shop.zepter.com (hereinafter: the Service), including an online shop available at the same address (hereinafter: Zepter INTL Online Shop or the Shop), is provided by Zepter International Poland Sp. z o.o. with its registered office in Warsaw, address: ul. Domaniewska 37, 02-672 Warsaw (Poland), entered into the Register of Entrepreneurs of the National Court Register under KRS No. 0000107635, registration files kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, NIP: 526-020-01-87, REGON: 011524677, BDO: 000007976, share capital: PLN 224,500.00, hereinafter: the Service Provider, Seller or Zepter INTL Poland.

2. Zepter INTL Poland contact details:

a) postal address: Zepter International Poland sp. z o.o., ul. Domaniewska 37, 02-672 Warsaw (Poland),

b) phone number: (22) 565 84 84, 565 80 90, Helpline: 22 230 99 40,

c) e-mail: info@zepter.com.pl

3. These Terms & Conditions (hereinafter: T&C) define the types, scope and conditions of services provided electronically in the Service, including the Shop by Zepter INTL Poland.

4. The User is obliged to use the Service in accordance with these T&C and generally applicable law. It is prohibited to post any illegal content in the Service by Users.

5. Zepter INTL Poland is a controller of personal data processed in connection with the services provided according with these T&C. Personal data are processed for the purposes, to the extent and on the bases indicated in the Privacy policy.

II. DEFINITIONS

www.shop.zepter.com / Service – the online service at www.shop.zepter.com provided by Zepter INTL Poland;

Zepter International Online Shop / the Shop – the online shop at provided by Zepter INTL Poland www.shop.zepter.com;

the Service Provider / Zepter INTL Poland – Zepter International Poland sp. z o.o. with its registered office in Warsaw, address: ul. Domaniewska 37, 02-672 Warsaw (Poland), entered into the Register of Entrepreneurs of the National Court Register under KRS No. 0000107635, registration files kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Department of the National Court Register, NIP: 526-020-01- 87, REGON: 011524677, BDO: 000007976, share capital: PLN 224,500.00;

the Seller – Zepter INTL Poland.

Zepter & Partners / Programme – the partner programme of the Zepter group conducted in the Shop by Zepter INTL Poland, free of charge and voluntary, offering Partners the Partner Discount and the Referral Premium on the terms set out in the Zepter & Partners Programme Terms and Conditions available at www.shop.zepter.com (hereinafter: Programme T&C).

Partner – a member of Zepter & Partners, i.e. a natural person with full legal capacity, a legal person or an organisational unit without legal personality to which the law grants legal capacity, who has obtained Membership in accordance with the Programme T&C; Membership – the agreement for participation in Zepter & Partners concluded between the Partner and Zepter INTL Poland; Partner Account, Partner Discount, Discount Table and Referral Premium – have the meaning given to them in the Programme T&C;

Order – a User`s declaration of intent made in the Shop. The Order specifies: the buyer's data, type and number of Products, form of payment, method and place of delivery of Products;

Sales Agreement – the Order confirmed by Zepter INTL Poland in accordance with these T&C;

Price – a Retail Price or a Partner Price;

Retail Price – the price of a given Product/s expressed in euro, which - depending on the User's status:

- includes VAT on goods and services at 0% rate – in case of Entrepreneurs and/or Entrepreneurs with consumer rights with their seat in the European Union, who have got a valid and correct VAT EU Number and in case of natural persons with the Place of residence outside the European Union and Entrepreneurs with their seat outside the European Union (Net Retail Price),
- includes VAT on goods and services at an applicable rate – in other cases (Gross Retail Price);

Partner Price- the Retail Price reduced by the Partner Discount in accordance with the Programme T&C, at which a Partner is entitled to purchase Products, expressed in euro which depending on the User's status;

User – a subject or an entity visiting the Service and interested in using on-line services offered within it or a registered User using the Service after logging into it – a Consumer, Entrepreneur, Entrepreneur with consumer rights;

Consumer – a natural person performing a legal transaction with the Seller, and the transaction is not being directly related to such person's business or professional activity;

Entrepreneur –a natural person running a sole proprietorship e.g. registered in Poland(not being an Entrepreneur with consumer rights according with the Polish law or another applicable provisions of law), a legal entity or an organizational unit without legal personality having the ability to effectively incur liabilities;

Entrepreneur with consumer rights (according with the Polish law or another applicable provisions of law)– a natural person running a sole proprietorship (e.g. registered in Poland), performing a legal transaction with the Seller, and the said transaction is directly related to such person's business or professional activity, but it is not of professional character for them, arising from, in particular, the subject of their business activity; T&C – these T&C;

Registration – conclusion by the User of an agreement on access to the services offered within the Service (i.e. access to the Account) on conditions specified in T&C; in order to register the User provides the data and accepts these T&C;

Account – an Agreement regarding the Account provided by Zepter INTL Poland; a separate place in the Service`s made available free of charge to the registered User by Zepter INTL Poland, where the User, depending on the status (e.g. whether the User is a Partner), is allowed, among other things to access the history of Orders, grant marketing consents, edit data, track the Order, use the functions of

the Partner Account, including the referral link or code and the “Invite friends” function, delete the Account; the Account is available to the User after logging in to the Service by providing the User's e-mail address and Password;

Password – a confidential string of characters selected by the User upon logging to the Account, necessary to access the Account and to use the Services` resources;

Agreement – an agreement concluded by the User for the provision of electronic services by Zepter INTL Poland as part of the Service under the conditions specified in these T&C; Newsletter - a separate service provided electronically by Zepter INTL Poland including sending cyclical commercial information ordered by the User to the e-mail address indicated by the User;

Product / s – products / goods (movables) presented in the Shop, which are or may be the subject of the Order;

National Tax Identification Number – an identification number given to the Entrepreneur by appropriate official body in the country of Entrepreneur’s seat for the need of records of taxpayers; VAT EU Number – a value added tax identification number used for transactions in the EU.

Additional costs – costs of duties, taxes, tariffs or fees that the buyer may be obliged to bear according to the local provisions of law due to delivery of the Products purchased in the Shop to the territories outside the European Union; 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, where the Product is delivered;

VIES – European system of exchanging information about VAT enabling electronic verification of validity of VAT EU Numbers of Entrepreneurs registered within European Union territory.

Privacy policy – a document describing the principles of protection and processing of personal data of Service` Users;

Cookies Policy (Cookie Declaration) – a document describing, among others, the rules for using cookies in the Service and their types.

III. TERMS OF ELECTRONIC SERVICES

1. These T&C apply to all services provided electronically by Zepter INTL Poland as part of the Service.

2. Some services may be subject to separate rules of use, contained in separate terms & conditions (e.g. the Programme T&C). The provisions of such separate terms & conditions shall prevail over these T&C.

3. Zepter INTL Poland makes the T&C available to the User before the conclusion of the Agreement for free, also at their request, in a manner that allows obtaining, reproducing and recording the content of these T&C using the IT system used by the User.

4. In order for the User to use the Service, it is necessary for the User to have:

- a device with an active access to the Internet, which ensures data transmission and , a web browser of User's choice (e.g. Chrome, etc. - the latest version is recommended) to be installed. The browser must have cookies and Javascript enabled,

- active e-mail – if the User wants to subscribe to Newsletter, join Zepter & Partners or use the registration, contact form,
- active Account– in order to use the Shop or the Partner Account, including inviting other persons to Zepter & Partners,
- active phone number –in order to submit the Order in the Shop..

5. Zepter INTL Poland informs that the Service uses cookies that are saved on the User's device. The service uses various types of cookies. You can change or withdraw your consent to cookies any time by clicking on the mark in the lower left corner of the website. Cookies are used for the purposes indicated in the Cookies Policy. Detailed rules for the use of cookies by the Service can be found in the Cookies Policy.

6. The use of services provided electronically involves specific risks, in particular the possibility of infecting the device with malware, interception of data transmitted over the Internet, phishing for login data and access to the Account by unauthorised persons. Zepter INTL Poland applies technical measures to protect against these risks, and the User may limit them by using up-to-date anti-virus software, not disclosing the Password to third parties and logging in only on the Service's website.

IV. TYPES AND SCOPE OF SERVICES PROVIDED ELECTRONICALLY REGISTRATION

1. The Agreement between the User and Zepter INTL Poland is made upon registration by the User in the Service, i.e. creation of the Account.

2. In order to create the Account, the User needs to register using the form available in the Service. A natural person may create an Account if he or she is of age and has full legal capacity.

3. During registration, the User may also join Zepter & Partners in accordance with the Programme T&C.

4. The User may not disclose the Password to the Account to any third parties.

5. Registered User may e.g.:

a) access the status and history of Orders;

b) place Orders;

c) change password.

6. During the registration process, the User receives an email with Registration confirmation and temporary password. Upon the Registration confirmation - an Agreement for the services provided electronically regarding the Account is concluded, and the User gains the access to the Account, which allows the User, among other things, to change the password to the Account.

7. The Agreement is concluded for an indefinite period. Its termination takes place upon deletion of the Account.

8. During the registration process, the User is obliged to provide their true data, read and accept these T&C.. ON-LINE SERVICES

9. The following on-line services are provided to the User as part of the Service:

a) on-line contact form,

b) Newsletter,

c) Account, enabling access to the Shop , after the Registration,,

d) Zepter & Partners – use of the Programme in the Shop, including the Partner Account, after registering an Account and joining Zepter & Partners (in accordance with the Programme T&C).

10. The User may terminate the Agreement at any time without giving a reason, by submitting a declaration of termination of the Agreement e.g. by e-mail to the following address: info@zepter.com.pl. After Zepter INTL Poland receives the declaration, the User's Account is deleted immediately, no later than within 3 Business days after receiving the User's declaration of the termination. At the same time the User's data are deleted, except for data which Zepter INTL Poland retains in accordance with the Privacy policy, in particular in connection with concluded Sales Agreements, Membership in Zepter & Partners or claims. In the event of termination of the Agreement by the User and, as a consequence, deletion of the Account, any fees paid (if applicable) are not refundable in whole or in part. NEWSLETTER In order to activate the subscription to Newsletter, the User will be asked to confirm their willingness to subscribe to Newsletter by clicking on a link in the e-mail sent by Zepter INTL Poland to the e-mail address provided by the User in order to confirm the subscription and verify the correctness of the information provided when subscribing to Newsletter. If the User does not confirm the subscription to the Newsletter within 7 days from the date of sending by Zepter INTL Poland an e-mail with a request to confirm subscription to the Newsletter, the data provided by the User in order to subscribe to the Newsletter will be deleted and the link confirming the subscription to the Newsletter will become inactive. The agreement on Newsletter is concluded for an indefinite period, after the User confirms the subscription to Newsletter. Consent to receive Newsletter can be withdrawn at any time, without giving a reason by sending information to the Seller, e.g. by e-mail to the following address: info@zepter.com.pl or by clicking on the resignation link from the Newsletter placed in its content. The use of the Newsletter is free of charge. MEMBERSHIP IN ZEPTER & PARTNERS The User may join Zepter & Partners during registration or later, using the tools available in the Shop, by selecting the option of joining the Programme and accepting the Programme T&C. Membership is concluded upon delivery of the registration confirmation, in accordance with the Programme T&C. A person may also join Zepter & Partners using a Partner's referral link or code, or be registered by the referring Partner acting as his or her attorney, on the terms set out in the Programme T&C. Membership is concluded for an indefinite period of time. A Partner may resign from Membership at any time without giving any reason, in the manner set out in the Programme T&C. The use of the Programme is free of charge. The rules of Membership, including the Partner Discount and the Referral Premium, are set out in the Programme T&C. The Partner Account, including the referral link or code, is available free of charge for the duration of Membership. The agreement for the provision of the Zepter & Partners service in the Shop terminates upon the end of Membership or upon termination of the Agreement regarding the Account.

V. GENERAL PROVISIONS REGARDING THE ORDERS

1. Orders can be placed around the clock, 7 days a week. Only the User with the Account is entitled to place Orders.

2. The Retail/Partner Prices given in the Shop next to the Product are indicated as the Net Retail Price/Net Partner Prices or as the Gross Retail Price/Gross Partner Price, depending on the User`s status.

3. The Prices are given in Euro and do not include the delivery costs and other Additional Fees (if applicable).

4. The total Order price is the price of the Product with taxes + delivery cost (if applicable). Information about other additional payments for the purchased Product in the Shop (if any) is given in the Order Summary before finalizing the purchase, i.e. clicking the Order and pay button. The Summary may contain for example, the Partner Discount, which is calculated in accordance with the Discount Table, equally for all Partners, and is not determined individually on the basis of automated decision-making or profiling.

Additional costs (customs duties, import VAT, taxes, tariffs and fees, including any customs clearance or handling fees charged by the carrier or local authorities) are determined and collected by the local authorities and/or the carrier upon delivery to the destination country. They are paid by the buyer directly to those authorities or the carrier and are not received by the Seller. Accordingly, the Seller does not reimburse Additional costs paid by the buyer, including in the event of withdrawal from the Sales Agreement, return of the Product, complaint or cancellation of the Order. The buyer may apply for a refund of such costs directly to the competent customs or tax authority, in accordance with local regulations..

5. In case of placing the Order by the User being an entrepreneur with the 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 User is informed about the result of this verification at latest in the moment of selecting the option “Order and Pay”. Purchasing by this User of Products for the Net Retail Price/Net Partner Price (VAT 0%) is possible only in case of positive verification of the User’s VAT EU Number by VIES.

6. Confirmation of the conclusion of the Sales Agreement is sent to the e-mail address provided by the User.

VI. PLACING ORDERS

1. The Order may be placed only by the User with the Account and after logging to it on the Service.

2. Placing Order takes place through:

a) selection of the Product and adding it to an electronic cart,

b) going to the electronic cart,

c) indication of an address information, including the User's data, selection of shipping options, payment method,

d) going further to Order summary – checking the content of the Order in the summary displayed in the Shop, and submitting obligatory statements –reading and accepting these T&C and then clicking the "Order and pay" button,

3. After placing Order, a confirmation summarizing the Order is sent to the e-mail address of the buying User indicated in the Order form. The message contains, among others, information about the buyer's data, the Product and payment information. Sending the Order confirmation e-mail by Zepter INTL Poland is tantamount to concluding a Sales Agreement in accordance with the data contained in such message.

4. After making the payment and its correct booking, the buyer receives the information referred to in sec. 3 above.

5. These T&C – in the wording in force at the time of placing the Order by the User – are integral part of each Sales Agreements concluded in the Shop.

VII. PAYMENT FOR ORDERS

The payment of the 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.

VIII. DELIVERY

1. The purchased Products are delivered only by the courier service chosen by the Seller (DPD or UPS) and only within the territories available for selection from the drop-down list of countries on the website.

2. The following Products:

a) 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, Fullere Filters code PAG-960- FFK and PAG-990-FFK are not delivered to Australia, Canada, USA.

3. The Products are delivered within 7 Business days from the day of the payment acceptance by the electronic payments` operator , unless a different delivery date is indicated in the Shop. If the Order includes Products with different delivery dates, the delivery is made within the longest delivery date.

4. The Seller, free of charge for the buyer, may deliver the Order in a larger number of packages, if the size of the Order exceeds the size of the euro pallet or when the weight of the Order exceeds 31.5 kg.

5. The Products are delivered on Business days from 8:00 AM to 8:00 PM.

6. The buyer confirms receipt of the delivery on the consignment note. Before confirming the receipt of the shipment, the buyer should check that the shipment has not been damaged, and then sign the waybill. It is also recommended to check the content of the shipment. In the event of damage to the Products or any quantitative discrepancy of the shipment, the buyer should write a damage report in the presence of the courier, which is not a condition for submitting a complaint or exercising the right to withdraw from the Sales Agreement.

7. Together with the Order, the buyer receives from the Seller all required documents, including the warranty card (if applicable), and proof of purchase.

8. In case of purchase of a water treatment device, the installation of the device is carried out by an authorized service technician of the Seller after arranging the date of the installation with the buyer. The Shop is responsible for the risk of accidental loss or damage to the ordered Product until the receipt of the Product by the buyer who is a Consumer / Entrepreneur with consumer rights, except when the abovementioned buyer has chosen a different method of delivery than indicated by the Shop.

IX. COMPLAINTS AND WARRANTY

1. If the purchased Products show any defects during the warranty period or during the Seller's statutory liability for non-compliance of the goods with the Sales Agreement, the buyer informs the Seller which rights the buyer wants to exercise – rights resulting from the warranty or rights resulting from the Seller's statutory liability for non-compliance of the goods with the Sales Agreement.

2. Zepter INTL Poland as the Seller is liable to the buyer – Consumer for non-compliance of the Product (goods) with the Sales Agreement, which exists at the time of the Product's delivery and is detected within 2 years from that moment, unless the expiry date of the Product (goods) for use, indicated by the Seller, (their legal predecessors or persons acting on their behalf), is longer, or the mandatory law of the country of the Consumer's habitual residence provides for a longer period.

3. In addition, the Seller (Guarantor) provides a contractual warranty under which the Seller ensures the appropriate quality and proper functioning of the Products sold by the Seller, subject to the exclusion of Products or their elements specified in the Warranty Card (Zepter Warranty) available in the Service in the Documents for download tab.

4. The Seller will respond to the complaint within 14 days from the date of its submission, on paper or another durable medium; if the Seller does not respond to a complaint of a Consumer within that period, the complaint is deemed to have been accepted.

5. Complaints may be submitted in any form, e.g. by phone at the Customer Service Office number or in electronic form to the e-mail address info@zepter.com.pl.

6. The Product is compliant with the Sales Agreement if in particular:

a) the Products description, nature, quantity, quality, completeness and functionality is compliant with the Sales Agreement,

b) the Product is suitable for a specific purpose, for which the Product is needed by the Consumer and, about which the Consumer notified the Seller at the latest at the time of conclusion of the Sales Agreement and the Seller has not raised any objections to such intended use of the Product.

7. In addition, in order to be considered as compliant with the Sales Agreement, the Product must:

a) be suitable for the purposes for which such goods are normally used, taking into account applicable law, technical standards or good practice;

b) be in such quantity and have such characteristics, including durability and safety, as are typical for goods of this type and which the Consumer can reasonably expect, taking into account the nature of the Product and public assurance given by the Seller, their legal predecessors or persons acting on their behalf, in particular in advertising or on label, unless the Seller proves, that:

- the Seller did not know about the public assurance and, judging reasonably, could not have known about it,
- prior to the conclusion of the Sales Agreement, the public assurance had been rectified in the same or comparable manner, as it was announced,
- public assurance had no influence on the Consumer's decision to conclude a Sales Agreement;

c) be supplied with packaging, accessories and instructions, which the Consumer can reasonably expect;

d) be of the same quality as the sample or pattern that the Seller made available to the Consumer before the conclusion of the Sales Agreement, and correspond to the description of such sample or such pattern.

8. The Seller is not liable for the non-compliance of the Products with the Sales Agreement, if the Consumer, at the latest at the time of conclusion of the Sales Agreement, has been clearly informed that the specific feature of the Product deviates from the requirements of compliance with Sales Agreement specified in p. 6 and 7 above, and if the Consumer has explicitly accepted it.

9. If the Product is not compliant with the Sales Agreement, the Consumer may request its repair or replacement.

10. The Seller may replace the Product when the Consumer requests repair, or the Seller may make a repair when the Consumer requests a replacement, if it proves impossible to bring the defected Product into conformity with the Sales Agreement in a manner chosen by the Consumer or, in comparison with the second possible way to bring it into compliance with the Sales Agreement, it would require excessive costs. If repair and replacement are impossible or would require excessive costs for the Seller, the Seller may refuse to bring the goods into conformity with the Sales Agreement. In such case the Consumer is entitled to submit a statement on price reduction or withdrawal from the Sales Agreement (p. 14 below).

11. When assessing whether the costs of repair/replacement is excessive for the Seller, all the circumstances of the case are taken into account, in particular the significance of the non-compliance of the Product with the Sales Agreement, the value of the Product, which is compliant with the Sales Agreement and excessive inconvenience for the Consumer resulting from the change in the manner of bringing the Product into conformity with the Sales Agreement.

12. The Seller performs repair or replacement within a reasonable time from the moment, the Seller was informed by the Consumer about the lack of conformity with the Sales Agreement, and without excessive inconvenience to the Consumer, taking into account the specificity of the goods and the purpose for which the Consumer purchased them. The costs of repair or replacement, including in particular the costs of postage, transport, labour and materials, shall be borne by the Seller.

13. The Consumer makes the Product, which is subject to repair or replacement, available to the Seller. The Seller collects the Product from the Consumer at his own expense. If the Product was installed before the detection of its non-compliance with the Sales Agreement, the Seller disassembles the Product and reassembles it after repair or replacement or orders these activities to be performed at the Seller's own expense. The Consumer is not obliged to pay for the normal use of the Product which has subsequently been replaced.

14. If the Product is non-compliant with the Sales Agreement, the Consumer may submit a statement on price reduction or a statement on withdrawal from the Sales Agreement when:

a) the Seller refused to bring the Product into conformity with the Sales Agreement,

b) the Seller did not brought the Product into conformity with the Sales Agreement,

c) the lack of conformity of the Product with the Sales Agreement persists, despite the fact that the Seller tried to bring the Product into conformity with the Sales Agreement,

d) the lack of conformity of the Product with the Sales Agreement is so significant that it justifies an immediate price reduction or withdrawal from the Sales Agreement,

e) from the Seller's statement or circumstances, it is clear that the Seller will not bring the Product into conformity with the Sales Agreement within a reasonable time or without excessive inconvenience to the Consumer.

15. The reduced price must remain in such proportion to the price resulting from the Sales Agreement in which the value of the Product non-compliant with the Sales Agreement remains to the value of the Product compliant with the Sales Agreement.

16. The Seller shall reimburse the Consumer with the amounts due as a result of exercising of the right to reduce the price immediately, no later than within 14 days from the date of receipt of the Consumer's statement on the price reduction.

17. The Consumer may not withdraw from the Sales Agreement if the lack of conformity of the Product with the Sales Agreement is insubstantial. It is presumed that the lack of conformity of the Product with the Sales Agreement is substantial.

18. If the lack of conformity with the Sales Agreement concerns only some of the Products delivered under the Sales Agreement, the Consumer may withdraw from the Sales Agreement only in relation to these Products, as well as in relation to other Products purchased by the Consumer together with the Products, which are non-compliant with the Sales Agreement, if it is not reasonable to expect the Consumer to agree to keep only Products compliant with the Sales Agreement.

19. In the event of withdrawal from the Sales Agreement, the Consumer immediately returns the Product to the Seller at the Seller’s expense. The Seller reimburses the Consumer with the price of the Product immediately, no later than within 14 days from the date of receipt by the Seller of the Product. The Seller shall refund the price using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of refund, which does not involve any costs for him.

20. The provisions of p. 1-19 apply to the Entrepreneur with consumer rights.

21. With respect to Entrepreneurs – statutory liability of the Seller for physical defects of Products (rękojmia) is excluded. The warranty as indicated in p. 3 applies.

X. WITHDRAWAL FROM THE SALES AGREEMENT (AS A DISTANCE CONTRACT)

1. The Consumer may withdraw from the Sales Agreement without giving a reason by submitting a statement on withdrawal in any form within 14 days from the date of delivery of the Product or, if Products covered by one Sales Agreement are delivered separately, in batches or in parts, from the date of delivery of the last of them, including by e-mail to the address info@zepter.com.pl. To meet the deadline, it is enough to send a statement before its expiry.

2. In the event of withdrawal from the Sales Agreement, the agreement is considered null and void. What the parties have provided to each other, is returned in an unchanged state.

3. The Consumer is obliged to return the Product to the Seller immediately, no later than 14 days from the date of the withdrawal from the Sales Agreement (it is enough to send back the Product within the time above indicated), unless the Seller offered to collect the Product from the Consumer. In such a situation – the Seller will collect the Products via a representative of the courier company at the Seller’s own expense after prior appointment.

4. Address for the return of purchased Products: ZEPTER INTERNATIONAL POLAND Sp. z o.o., ul. Krechowiecka 38, 05-230 Kobyłka.

5. The Consumer is responsible for reducing the value of the Product as a result of using it in a way other than necessary to determine the nature, characteristics and functioning of the Product.

6. If the Consumer, placing the Order, chose a method of delivery of the Product other than the cheapest usual delivery method offered by the Seller, the Seller is not obliged to reimburse the Consumer for additional costs incurred by them.

7. The direct costs of returning of the Product in connection with the exercise of the right to withdraw from the Sales Agreement shall be borne by the Consumer, including the costs of return in the event that the Product, due to its nature, cannot be sent back by post in the usual way, i.e. when the cost of sending back is higher than a regular postal parcel.

8. In the event of withdrawal by the Consumer from the Sales Agreement, the Seller will reimburse the Customer with the payment for the Product within 14 days from the date of receipt of the statement on withdrawal. If the Seller has not offered to collect the Product, the Seller may withhold the refund of the payments received from the Consumer until the Product is returned to the Seller or the Consumer provides proof of its sending back, whichever occurs first. The refund will be made using the same method of payment as used by the Consumer, unless the Consumer has expressly agreed to a different method of refund, which does not involve any additional costs for the Consumer.

9. The statement of withdrawal from the Sales Agreement can be found in the Service in the Documents for download tab, however, the statement may be submitted in any form. The model withdrawal form can be submitted on a form (Appendix 2 to the Polish Consumer Rights Act of May 30, 2014), which the Consumer may use if necessary.

10. The Consumer is not entitled to withdraw from the Sales Agreement (as a distance contract) in the following cases:

a) when the purchased Product is non-prefabricated, but manufactured according to the Consumer's specifications or the Product used to meet the Consumer’s individualized needs (personalised Products),

b) when the purchased Product is a good which is liable to deteriorate or expire rapidly,

c) when the purchased Product has been delivered as sealed (e.g. coffee, cosmetics), is not suitable for return due to health protection or hygiene reasons and was unsealed after delivery,

d) when the purchased Product is, after delivery, according to its nature, inseparably mixed with other items.

11. The provisions set forth in p. 1-10 apply to Entrepreneur with consumer rights.

12. In the event of withdrawal from the Sales Agreement for deliveries outside the European Union, the refund referred to in point 8 covers the price of the Product and the delivery costs paid to the Seller, but does not include Additional costs paid by the buyer to customs or tax authorities or to the carrier upon delivery (see point V.4).

XI. COPYRIGHT

1. The Service and its contents, including the rights to the logo and the name of the Service, all materials, including textual and graphic elements, photos, Zepter INTL Poland databases and individual services, among others such as forms, scripts, belong to Zepter INTL Poland and are subject to legal protection or belong to other entities, whose materials, on the basis of cooperation with Zepter INTL Poland, are made available as part of the services offered to Users.

2. The User has got the right to use the content contained on the Service and the services provided within the Service under the conditions specified in these T&C exclusively.

3. Any use of the logo and/or name of the Service as well as of Zepter INTL Poland is prohibited, apart from the exceptions provided for in the provisions of generally applicable law.

XII. PROHIBITED USE OF THE SERVICE

1. Cases of unauthorized and prohibited use of the Service by the Users include, among others:

a) infringement of proprietary copyrights of Zepter INTL Poland or entities authorized under these rights,

b) violation of personals rights (such as good name) of others with the use of the Service,

c) unauthorized interference with any element of the Service, , in particular disrupting the functioning of services, using malware.

2. If Zepter INTL Poland discovers, that the User uses any services provided by Zepter INTL Poland as part of the Service contrary to the provisions of these T&C, Zepter INTL Poland has got the right to block the User's access to data provided by Zepter INTL Poland, under the conditions indicated below, depending on the circumstances.

3. Zepter INTL is Poland entitled to block the User from accessing the services provided by Zepter INTL Poland without the User’s consent, after calling such User to cease the infringement and setting at least 7 days, depending in particular on the nature and seriousness of the breach and the possibility of damage on the part of Zepter INTL Poland or any third parties, in the following circumstances caused by an act or omission of the User:

a) providing someone else`s, false or outdated data,

b) use the Service in a manner that violates the provisions of generally applicable law or the rights of third parties,

c) gross non-compliance with the provisions of these T&C

4. Zepter INTL Poland has got the right to terminate the Agreement with immediate effect in the event of a breach of these T&C by the User and if the User – despite the summons referred to above – does not cease the violations as requested by the Seller.

5. The User violating the provisions of these T&C is liable for damages towards Zepter INTL Poland as well as to third parties.

XIII. TERMINATION OF THE AGREEMENT (EXCLUDING SALES CONTRACTS)

1. The User and Zepter INTL Poland may terminate the Agreement at any time and without any reason, preserving the rights acquired by the other party before the termination and taking into account the following provisions.

2. The registered User terminates, for example, the Agreement regarding the Account by sending Zepter INTL Poland a statement of termination, e.g. by e-mail, enabling Zepter INTL Poland to read the statement.

3. Zepter INTL Poland terminates the Agreement by sending an appropriate statement to the User to the e-mail address provided by the User during registration. The statement of termination regarding the Account will be sent within 14 days before the planned date of removal of the Account by Zepter INTL Poland.

4. Zepter INTL Poland has got the right to terminate the Agreement with immediate effect in the event of a breach of these T&C by the User and if the User – despite being summoned to cease – does not stop violations as requested by the Seller.

5. Termination of the Agreement regarding the Account does not terminate Membership in Zepter & Partners, which ends in accordance with the Programme T&C.

XIV. LIABILITY

1. Zepter INTL Poland makes every effort to ensure that the use of services provided in the Service is safe for Users, including uninterrupted operations. If it is necessary to carry out, in particular, maintenance works or other necessary improvements that may hinder the User's access to the Service, Zepter INTL Poland will inform Users about this, indicating the approximate time of lasting of such difficulties.

2. Zepter INTL Poland is not responsible for damage resulting from improper operation of any services in the Service resulting from force majeure, i.e. circumstances beyond Zepter INTL Poland's control, the occurrence of which could not have been predicted even with due diligence.

3. Zepter INTL Poland shall not be liable for damage resulting from the User's act or omission, which occurs, among other things, as a result of improper use of services offered by Zepter INTL Poland, including use contrary to the law or these T&C.

XV. COMPLAINTS REGARDING THE FUNCTIONING OF THE SERVICE

1. The User who notices a malfunction or lack of operation of the Service is requested to immediately inform Zepter INTL Poland about this e.g. by e-mail to the address Zepter INTL Poland indicated in these T&C for contact, in order to enable Zepter INTL Poland to take adequate diagnostic and corrective actions as soon as possible.

2. All complaints regarding the functioning of the Service will be responded as soon as possible, up to a maximum of 14 days from the date of their receipt by Zepter INTL Poland e.g., and the User will be notified of the actions taken by Zepter INTL Poland as a result of the complaint, on paper or another durable medium (in particular by e-mail); if Zepter INTL Poland does not respond to a complaint of a Consumer within that period, the complaint is deemed to have been accepted.

XVI. AMENDING THE TERMS AND CONDITIONS

1. Zepter INTL Poland is entitled to change the provisions of these T&C in order to take into account changes in generally applicable law, changes in the functionalities offered in the Service, introduction of new services in the Service, clarification of issues that raise doubts of Users.

2. Change of the provisions of these T&C will not lead to loss of User's rights, if such rights were previously acquired in accordance with law.

3. The amendment to these T&C is effective after 14 days from the date of publication of information about the planned change on the main page of the Service. Zepter INTL Poland informs registered Users about the planned amendment to these T&C also by email at least 14 days before such amendment enters into force. The User who does not accept the amendment to these T&C notifies Zepter INTL Poland about it by e-mail to the following address: info@zepter.com.pl, which is considered as termination of the Agreement including the Account, by the User, and the User is obliged to stop using the Service.

4. There will be no need to make changes to these T&C in the event of, among other things, , changing the form and/or nature of running the Service, in particular change of the graphic design of the Service, adding new functionalities, etc., unless such changes are contrary to the provisions of these T&C or include the loss of rights acquired by Users.

XVII. FINAL PROVISIONS

1. Any disputes arising in connection with the use of the Service or the application of these T&C, if the parties are Entrepreneurs, will be settled amicably in the first place, through appropriate negotiations. If the parties fail to reach an agreement, the dispute between them shall be settled by the Polish common court competent for the registered office of Zepter INTL Poland.

2. The User being a Consumer may use non-judicial ways of dealing with complaints and pursuing claims. Information about these procedures is 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 website of the Office of Competition and Consumer Protection: www.uokik.gov.pl;

3. The provisions of these T&C do not violate the rights of the Consumer or the rights of Entrepreneurs with consumer rights resulting from the applicable provisions of law, which apply in the first place, before the provisions of the T&C.

4. Zepter INTL Poland processes personal data in accordance with the Privacy policy.

5. These T&C are subject to the provisions of law in force on the territory of the Republic of Poland, in particular the provisions of the Polish Civil Code, the Act of 4 February 1994 on copyright and related rights and the Act of 18 July 2002 on the provision of electronic services. The above indicated choice of law applies to Entrepreneurs, and regarding the Consumers or Entrepreneurs with consumer rights - such a choice may not, however, have the result of depriving the Consumer or Entrepreneur with consumer rights of the protection afforded to them by provisions that cannot be derogated from by agreement by virtue of the law of the country, where the Consumer has got the habitual residence or

where the Entrepreneur with consumer rights has got his seat, if such law, in the absence of the above choice of law, would have been applicable.

6. Zepter INTL Poland is a member of the Polish Direct Selling Association and as a member of this Association is obliged to comply with the Direct Selling Code, which can be viewed on the association's website at: www.pssb.pl.

The T&C enter into force on 09.11.2026