

I. GENERAL PROVISIONS

§ 1. Definitions

Online Store – an online service operating at oviline.eu, through which the Service Provider offers Goods for sale under Sales Agreements.

Service Provider – Ovine Sp. z o.o. with its registered office at ul. 3 Maja 8, building C2, 05-800 Pruszków, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000878215, REGON 387935512, NIP (VAT ID) 5272946774.

Client – a natural person having full legal capacity, a legal person or an organizational unit without legal personality which the law grants legal capacity, who purchases Goods in the Online Store.

Consumer – a Client who is a natural person performing a legal act not directly related to that person's business or professional activity.

Goods – a movable item being the subject of a Sales Agreement between the Service Provider and the Client.

Sales Agreement – an agreement for the sale of Goods concluded between the Service Provider and the Client via the Online Store.

Account – the Client's account in the Online Store where the data provided by the Client and information about the Orders placed by the Client are stored.

Order – the Client's declaration of intent submitted via the order form and aimed directly at concluding a Sales Agreement for Goods with the Service Provider.

§ 2. Contact details

Service Provider's address: ul. 3 Maja 8, building C2, 05-800 Pruszków, Poland

E-mail address: contact@oviline.eu

Telephone number: **(22) 318 3333**

Customer service hours: Monday–Friday **8:00–16:00**

§ 3. General provisions

These Terms and Conditions set out the rules for the functioning of the Online Store and the rules and procedure for concluding Sales Agreements in the Online Store.

The Terms and Conditions are available free of charge in the Online Store in a manner enabling their download, reproduction and storage prior to the conclusion of a Sales Agreement. A model withdrawal form is available on the Store's website.

In matters not regulated by these Terms and Conditions, the provisions of Polish law shall apply, in particular: the Civil Code, the Consumer Rights Act, the Act on the Provision of Electronic Services and the Act on Personal Data Protection.

II. PURCHASES IN THE ONLINE STORE

§ 4. Conditions for placing orders

Placing an Order in the Online Store is possible after:

- reading and accepting the Terms and Conditions,
- reading the Privacy Policy,
- completing the order form,
- selecting the payment method,
- selecting the delivery method.

The condition for placing an Order in the Online Store by a Consumer is to read and accept these Terms and Conditions.

The Client may place Orders:

- without registration,
- after creating an Account in the Online Store.

§ 5. Conclusion of the sales agreement

After placing an Order, the Service Provider shall promptly confirm its receipt and simultaneously accept the Order for processing by sending an appropriate message to the Client's e-mail address provided in the order form, which contains:

- confirmation of all essential elements of the Order.

The message referred to in paragraph 1 constitutes acceptance of the offer within the meaning of Article 68 of the Civil Code and upon its dispatch the Sales Agreement between the Client and the Service Provider is concluded.

If the Client selects payment by bank transfer, electronic payments or card payment, the Client is obliged to make the payment within 7 calendar days from the date of conclusion of the Sales Agreement.

§ 6. Delivery and payment methods offered

Delivery methods:

- Courier shipment
- Parcel lockers (InPost or equivalent)

Payment methods:

- Traditional bank transfer
- Electronic payments (PayU, Przelewy24, etc.)
- Payment by payment card
- Cash on delivery
- BLIK

§ 7. Order fulfilment

The Service Provider is obliged to deliver Goods free from defects.

Delivery of the Goods takes place within the territory of the Republic of Poland within the time indicated in the description of the Goods, but no longer than 30 days from the date of conclusion of the Sales Agreement.

In the case of Orders for Goods with different delivery times, the delivery time shall be the longest time indicated which applies to the Goods covered by the given Order.

If the Client pays for the Order before the Goods are dispatched by the Service Provider, the Goods will be shipped within the time indicated in the description of the Goods, counted from the date the payment is booked in the Service Provider's bank account.

Products are shipped with an expiry date of not less than 3 months from the date of shipment, unless expressly stated otherwise in the offer of a given product.

III. RIGHT OF WITHDRAWAL FROM THE AGREEMENT

§ 8. Right of withdrawal – general provisions

The Consumer may withdraw from the Sales Agreement within 14 days without giving any reason.

The period referred to in paragraph 1 begins on the day on which the Consumer acquires possession of the Goods or on which a third party other than the carrier and indicated by the Consumer acquires possession of the Goods.

In the case of an Agreement covering multiple Goods which are delivered separately, in batches or in parts, the period indicated in paragraph 1 runs from the day on which the Consumer acquires possession of the last Good, batch or part.

The Consumer may withdraw from the Agreement by submitting a statement of withdrawal from the Agreement. The Consumer may use the model withdrawal form attached to these Terms and Conditions; however, this is not obligatory.

§ 9. Exceptions to the right of withdrawal

The right of withdrawal does not apply to the Consumer with respect to Agreements:

- in which the subject of performance is a non-prefabricated item manufactured according to the Consumer's specifications or serving to satisfy the Consumer's individual needs,
- in which the subject of performance is an item liable to deteriorate rapidly or with a short shelf life,
- in which the subject of performance is an item delivered in sealed packaging which, after opening the packaging, cannot be returned for health protection or hygiene reasons, if the packaging was opened after delivery,
- in which the subject of performance is cosmetic products that have been opened, used or damaged for reasons of health protection and hygiene,
- in which the subject of performance are items which, after delivery and due to their nature, are inseparably combined with other items.

§ 10. Withdrawal procedure

In the event of withdrawal from the Agreement, the Agreement is deemed not concluded.

The Consumer may withdraw from the Agreement only if the Goods are returned in an intact, undamaged condition; an exception applies to cosmetics supplied in sealed packaging—if the packaging has been opened after delivery, they cannot be returned for hygiene and health protection reasons.

The Service Provider returns the payment received from the Consumer after receiving the returned Goods and confirming that they are in an intact, undamaged and unopened condition, but no later than within 14 days from the date of receipt of the Consumer's statement of withdrawal from the Agreement.

The Service Provider refunds the payment using the same means of payment that were used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different method of refund which does not involve any costs for the Consumer.

The Service Provider refunds the payment only after receiving the Goods back and confirming their condition in accordance with the conditions set out in paragraph 2.

The Consumer should send or hand over the Goods to the Service Provider without delay, no later than within 14 days from the day on which the Consumer withdrew from the Agreement. The time limit is met if the Consumer sends the Goods back before the period of 14 days has expired.

The Consumer bears the direct costs of returning the Goods.

The Consumer is liable for any diminished value of the Goods resulting from using them in a manner other than necessary to establish the nature, characteristics and functioning of the Goods. For cosmetic products, opening them is not permitted.

IV. COMPLAINTS AND WARRANTY

§ 11. Statutory warranty (rekojmia)

The Service Provider is liable to the Client under the statutory warranty for defects of the sold Goods on the terms set out in the provisions of the Civil Code.

In the event a defect in the Goods occurs during the warranty period, the Client has the right to:

- demand replacement of the item with a defect-free one or removal of the defect,

- demand a price reduction or withdraw from the agreement if replacement with a defect-free item or removal of the defect is impossible or would entail excessive costs.

§ 12. Complaint procedure

A complaint may be submitted:

- in writing to: ul. 3 Maja 8, building C2, 05-800 Pruszków,
- by e-mail to: contact@oviline.eu.

The complaint should include:

- the Client's first and last name/company name,
- the Client's address,
- contact telephone number,
- order number,
- date of purchase,
- description of the defect,
- the Client's demand in connection with the identified defect.

The Service Provider will respond to the complaint within 14 days from the date of its receipt.

In the case of a Consumer's complaint—failure to respond within the time limit referred to in the preceding sentence shall mean that the complaint is deemed justified.

V. PERSONAL DATA PROTECTION

§ 13. Data controller

The controller of Clients' personal data is Oviline Sp. z o.o. with its registered office at ul. 3 Maja 8, building C2, 05-800 Pruszków, Poland.

In matters concerning personal data protection, contact is possible:

- in writing at the Controller's registered address,
- by e-mail: contact@oviline.eu.

§ 14. Purposes and legal bases of processing

Clients' personal data are processed for the purpose of:

- performance of Sales Agreements (Article 6(1)(b) GDPR),
- accounting (Article 6(1)(c) GDPR),
- direct marketing (Article 6(1)(f) GDPR),
- handling complaints (Article 6(1)(f) GDPR),
- analyses and statistics (Article 6(1)(f) GDPR).

Providing personal data to the extent necessary to perform the Sales Agreement is voluntary but necessary for the conclusion and performance of the agreement.

§ 15. Rights of data subjects

The data subject has the following rights:

- right of access to their data and to obtain a copy thereof,
- right to rectification of their data,
- right to erasure of data,
- right to restriction of processing,
- right to data portability,
- right to object to processing,
- right to withdraw consent at any time,
- right to lodge a complaint with a supervisory authority.

§ 16. Data retention period

Personal data will be stored for the period necessary to achieve the purposes for which they were collected:

- data necessary for the performance of the agreement – until the expiry of claims arising therefrom,
- data for accounting purposes – for the period required by law,
- data for marketing purposes – until an objection is raised or consent is withdrawn.

VI. MARKETING AND ANALYTICS

§ 17. Newsletter and marketing communications

The Client may consent to receive commercial information and marketing materials via:

- e-mail,
- SMS,
- MMS,
- internet messengers,
- telephone calls,
- traditional mail.

Granting consent to receive commercial information includes: information about new products and promotions, special offers and discounts, invitations to events and competitions, satisfaction surveys and market research, information about changes in the offer, other marketing content related to the Service Provider's business.

Consent to receive commercial information is voluntary and can be withdrawn at any time without affecting the lawfulness of processing based on consent before its withdrawal.

Withdrawal of consent can be made by: clicking the link included in each e-mail message, sending a message to contact@oviline.eu, sending an SMS with the text "STOP" to the number from which the marketing message was received, in writing to the Service Provider's registered address, by telephone at the number indicated in § 2.

The Service Provider may profile Clients in order to tailor marketing content to their interests and purchasing preferences based on order history and activity in the Online Store.

§ 18. Cookies and tracking technologies

The website uses cookies and other tracking technologies in order to:

- ensure the proper functioning of the website,
- tailor website content to the Client's preferences,
- conduct anonymous visit statistics,
- display advertisements tailored to interests.

Detailed information on the cookies used is contained in the Cookies Policy available on the website.

The Client may change cookie settings in their web browser at any time.

§ 19. Analytics and performance measurement

For analytical purposes, tools such as Google Analytics, Pixel or other third-party solutions are used, which allow:

- analysis of traffic on the website,
- measurement of the effectiveness of marketing campaigns,
- optimization of the store's functionality.

Data collected for analytics are anonymized and do not allow identification of specific individuals.

VII. FINAL PROVISIONS

§ 20. Out-of-court dispute resolution

Detailed information on the possibilities for the Consumer to use out-of-court methods of handling complaints and pursuing claims and on the rules of access to these procedures is available at the offices and on the

websites of:

- county (municipal) consumer ombudsmen,
- social organizations whose statutory tasks include consumer protection,
- Voivodeship Trade Inspection Authorities.

The Consumer may use the assistance of a consumer ombudsman or social organizations in the field of out-of-court settlement of consumer disputes.

§ 21. Intellectual property

All content placed in the Online Store, including in particular texts, graphics, logos, photos and their layout, are the exclusive property of the Service Provider.

Downloading and using data from the Online Store in a manner inconsistent with these Terms and Conditions, in particular the use of internet robots, applications or other automatic tools, is prohibited.

§ 22. Amendment of the Terms and Conditions

The Service Provider reserves the right to amend the Terms and Conditions at any time.

Clients will be notified of any amendment to the Terms and Conditions by publishing information in the Online Store and sending information to the e-mail address (for Clients who have an Account).

Amendments to the Terms and Conditions take effect on the date of their publication.

Amendments to the Terms and Conditions do not affect rights acquired by Clients before their entry into force.

If the new Terms and Conditions are not accepted, the Client has the right to terminate the agreement for keeping the Account with immediate effect and to withdraw from Orders that have not yet been fulfilled.

§ 23. Final provisions

In matters not regulated by these Terms and Conditions, the provisions of Polish law shall apply.

Any disputes arising from Sales Agreements shall be resolved by the court having jurisdiction in accordance with the provisions of the Code of Civil Procedure.

These Terms and Conditions enter into force on the date of their publication in the Online Store.

Clients have the right not to accept the Terms and Conditions, which results in the inability to use the services of the Online Store.

In the event of a price reduction of the Goods, the Store informs about the lowest price of the Goods that was in force during the 30 days prior to the introduction of the reduction—in accordance with the Act on Information on Prices of Goods and Services.

ATTACHMENT — MODEL WITHDRAWAL FORM

Addressee: **Oviline Sp. z o.o., ul. 3 Maja 8, building C2, 05-800 Pruszków, e-mail: contact@oviline.eu**

Statement of withdrawal from the agreement

I/We() hereby inform of my/our() withdrawal from the agreement for the sale of the following goods() / the agreement for the supply of the following goods():

Ordered on()/received on(): _____

Name of the consumer(s): _____

Address of the consumer(s): _____

Order number: _____

Signature of the consumer(s): _____ (only if this form is submitted on paper)

Date: _____

(*) Delete as appropriate.