

§1 General provisions

1. These regulations define the rules for provision of electronically supplied services, including the rules of selling in an online store available under the Internet domain <https://sklep.drirenaeris.com/en> (the "Store"), owned by the Cosmetics Laboratory Dr Irena Eris LLC based in Piaseczno (postcode: 05-500, 12 Armii Krajowej St.).
2. The seller and the operator responsible for IT and logistic service of the Store is Krzysztof Baran performing business activity under the name MOUTON INTERACTIVE KRZYSZTOF BARAN.
3. The store conducts only retail sale of products presented on its website, offering them only for the own use of the customers. Each order, the content or circumstances of which indicate that it was made for commercial purposes, shall be considered invalid and not filed, what shall be communicated to the Customer by e-mail.
4. Sale in the Store takes place via Internet in the form of a distance contract between the Customer and the Seller.
5. Technical requirements for the proper functioning of the IT system used by the Store are as follows: connection to the Internet, a web browser or an appropriate application, possession and submission of an e-mail address enabling to send the information on the implementation of the order.
6. By using the services described in these regulations, the Customer is prohibited from providing unlawful content.
7. The Seller provides electronically supplied services in accordance with these regulations.
8. Any information on processing the personal data can be found in the Privacy Policy available on the website of the Store <https://sklep.drirenaeris.com/en>.
9. Shop communication with the Customer is carried out via: e-mail: sklep@drirenaeris.com, telephone: +48 25 640 71 62 or traditional mail: MOUTON INTERACTIVE KRZYSZTOF BARAN, ul. Starowiejska 265, 08-110 Siedlce.
10. The terms used in these Regulations mean:

Time of order fulfillment - the time that counts from the moment the Store confirms the acceptance of the order and ends when the Customer receives the ordered product;

Working days - all days of the week from Monday to Friday, excluding statutory holidays;

Consumer - a natural person performing with the Seller a legal transaction unrelated directly to its business or professional activity;

Basket - an element of the Store, with the help of which the Customer specifies the details of the order such as: quantity of the products, delivery address, invoice data, delivery method, payment method etc.;

Customer - a natural person with full legal capacity, a legal person or an organizational unit without legal personality, but with legal capacity that uses the Store, in particular visits, registers or/and purchases in the Store on terms specified in these regulations;

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

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

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

Seller - Krzysztof Baran performing business activity under the name MOUTON INTERACTIVE KRZYSZTOF BARAN, address: 08-110 Siedlce, 265 Starowiejska St., on the basis of the entry in the Central Register and Information on Economic Activity conducted by the minister competent for economy; REGON: 711664250; tax number (NIP): 821-152-01-37; phone number: (25) 640 71 62; mobile phone number: 600 430 520; fax number: (25) 640 71 62; e-mail: sklep@drirenaeris.com.

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

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

§2 Registration and login

1. The Customer may register his account in the Store. In order to register, one should select a 'Log in - Create a new account' tab and then fill the registration form with the following data: name, surname, e-mail address, login and password. An e-mail confirming the creation of a new account shall be sent to the provided e-mail address. Through registration, the Customer and the Seller conclude an agreement on provision of electronically supplied services, the subject of which is the maintenance of an account in the Store on terms specified in these regulations.
2. After registration, the Customer may login to the Store using the login and password provided during registration.
3. After logging in, in the 'My Account' tab the Customer may freely modify his data provided during registration and browse the history of orders and payments.
4. In order to terminate the account agreement in the Store, the Customer shall provide such information to the Seller via e-mail, traditional mail or by phone.

§3 Placing orders

1. To place an order in the Store, the Customer should use the newest versions of web browsers. It should have Java Script support and cookie files support enabled.
2. To fulfil the order it is necessary to provide the delivery address (name and surname, street, postcode, city) and contact data (name and surname, phone number, e-mail address). Provision of data such as: name, surname, address for correspondence, e-mail address, phone number, is completely voluntary and will not be used in any other way than to fulfil the order placed by the Customer in the Store. The lack of this data will prevent the order from being completed.
3. An order can be placed without the need to register an account in the Store or via a registered account.
4. The Customer may place the orders in the Store 24 hours a day. The Customer places the order by indicating a product of his interest on the Product Page - the 'Add to the Basket' tab, and then in the next steps in the Basket indicates the method of delivery and payment for the order.
5. By placing an order, the Customer declares that the purchase of goods in the Store is not of commercial nature and is intended solely to his own use.
6. Effective order placement should be understood as the process of passing all 4 steps of placing an order and approval with the 'Order and pay' button. The approval of the order by clicking the 'Order and pay' button is associated with the obligation to pay for the order.
7. The sales agreement between the Customer and the Seller is concluded when the Customer receives an e-mail, which is sent by the Seller after placing the order by the Consumer. The e-mail shall contain confirmation of receipt of the order by the Seller along with all relevant elements of the order.

§4 Prices of the products

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

§5 Payment and delivery methods

1. Payment for the order can be made by cash on delivery, payment card, online transfer or by traditional transfer to a bank account. Current payment methods are defined on the website of the Store in the 'Payment methods' tab.
2. The delivery is carried out to the following countries: Afghanistan, Albania, Andorra, Netherlands Antilles, Argentina, Armenia, Aruba, Austria, Azores, Bahrain, Barbados, Belgium, Bermuda, Bhutan, Belarus, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Brunei (Brunei Darussalam), Bulgaria, Chile, Croatia, Cyprus, Curacao, Czech Republic, Denmark, Egypt, Ecuador, Eritrea, Estonia, Ethiopia, Fiji, Finland, France, Georgia, Germany, Gibraltar, Greece, Greenland, Guernsey, Iceland, India, Indonesia, Ireland, Israel, Italy, Japan, Jordan, Cambodia, Canada, Qatar, Kazakhstan, Kenya, Kyrgyzstan, Colombia, South Korea, Costa Rica, Pakistan, Liechtenstein, Lebanon, Lithuania, Luxembourg, Latvia, Macedonia, Maldives, Madeira, Malta, Malaysia, Morocco, Mauritius, Mexico, Monaco, Montenegro, Mozambique, Myanmar, Namibia, Netherlands, Nigeria, Norway, New Caledonia, New Zealand, Oman, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Portugal, South Africa, Russia, Romania, San Marino, El Salvador, Senegal, Serbia, Singapore, Slovakia, Slovenia, Spain, Sri Lanka, United States, Syria, Sweden, Switzerland, Tanzania, Thailand, Togo, Tunisia, Turkmenistan, Uganda, Uruguay, Uzbekistan, United Kingdom, Vanuatu, Venezuela, Hungary, Vietnam, Canary Islands, Faroe Islands, Isle of Man, Zimbabwe
3. The Store performs the delivery of the goods via Poczta Polska.
4. The costs of the delivery depend on the method of payment and delivery. An exception is the delivery costs in orders paid by the PayPal system. For transactions carried out via PayPal, fee of 3% of the value of the products is added to the shipping cost. Detailed information are available on the website in the 'Delivery costs' tab.

§6 Order fulfilment

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

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

1. In case of any complaints, the Customer should contact the Store via e-mail: sklep@drirenaeris.com, by phone: +48 25 640 71 62 or by mail to the following address: MOUTON INTERACTIVE KRZYSZTOF BARAN, 265 Starowiejska St., 08-110 Siedlce. It is also possible to fill a complaint form in the 'Complaints' tab, which should be sent back to the e-mail or correspondence address.
2. The Seller is liable under the warranty if the physical or legal defect of a product is found within two years from the date of delivery of the goods to the Customer.
3. The Customer is entitled to request:
 - exchange of a good for a new one,
 - repair of the goods,
 - price reduction,
 - withdrawal from the contract, if the defect of the good is significant.
4. The Seller shall respond to the requests of the Customer no later than within 14 days. Goods inconsistent with the agreement should be sent back to the following address: MOUTON INTERACTIVE KRZYSZTOF BARAN, 265 Starowiejska St., 08-110 Siedlce.

§8 Withdrawal from the agreement

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

order to meet this deadline, it is sufficient to send before its expiry a written statement via e-mail: sklep@drirenaeris.com or by mail to the address: MOUTON INTERACTIVE KRZYSZTOF BARAN, 265 Starowiejska St., 08-110 Siedlce - for this purpose it is possible to fill a withdrawal form available in the 'Products return' tab.

2. In the event of withdrawal from the agreement, the agreement is considered void and the Consumer is released from any obligations. The Consumer is liable for the decrease in the value of the good as a result of using it in the way that exceeds what is necessary to establish the nature, characteristics and functioning of the good, unless the Seller has not informed the Consumer about the right to withdraw from the agreement. The deadline for returning payment is 14 days from the day when the Seller receives the statement of the Consumer on withdrawal from the agreement. The Seller may withhold the return of the payment until he receives the returned goods or a proof of its return delivered by the Consumer, depending on which event occurs first. The purchased product shall be sent to the following address: MOUTON INTERACTIVE KRZYSZTOF BARAN, 265 Starowiejska St., 08-110 Siedlce.
3. The Consumer does not have the right to withdraw from the agreement:
 1. in which the subject of the service was a non-prefabricated item, manufactured according to consumer's specification or serving to satisfy his individual needs;
 2. in which the subject of the service is an item subjected to rapid deterioration or an item of a short shelf life;
 3. in which the subject of the service is an item delivered in a sealed package, which after opening shall not be returned due to health protection or hygiene reasons, if the package has been opened after the delivery.

§9 Final provisions

1. These regulations are available at the address: MOUTON INTERACTIVE KRZYSZTOF BARAN, ul. Starowiejska 265, 08-110 Siedlce and under the internet domain <https://sklep.drirenaeris.com/en>. The Customer may access the regulations at any time after entering the 'Regulations' tab on the website of the Store and download it as PDF file or print it.
[Download Terms and Conditions in PDF »](#)
2. The Seller allows the right to amend these regulations of important reasons, in particular:
 1. changes in law,
 2. changes in payment methods,
 3. changes in delivery methods,
 4. change of the legal form of business activity.
3. Changes to the regulation will not affect placed and implemented orders. Accepted orders shall be subjected to the current regulations at the time of placing the order.
4. The Regulation and sales agreements shall be governed by the Polish law.
5. The foregoing provision shall not deprive the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement under the law of the country where the consumer has his habitual residence.
6. Any disputes arising between the Seller and the Customer shall be submitted to the competent courts. The Customer being a Consumer has the opportunity to use the out-of-court complaint and pursue claims by: Provincial Inspectorates of Trade Inspection, Permanent Consumer Arbitration Courts operating by the Provincial Inspectorate of Trade Inspection, Consumer Ombudsmen, Consumer Federation, Polish Consumer's Association. Information on the methods of access to the abovementioned procedures are available at the address: <http://polubowne.uokik.gov.pl/>. The Consumer from the EU or Norway, Iceland, and Liechtenstein may also file a complaint via the ODR (online dispute resolution) platform available at the following address: <https://ec.europa.eu/consumers/odr/>. The European ODR platform constitutes one common access point for consumers and entrepreneurs, enabling out-of-court resolution of contractual disputes arising from online purchases of goods or services.
7. These regulations shall apply from 3.12.2018.