

# Terms and conditions of sale in the online shop sklep.drirenaeris.com

## §1 General Provisions

1. The present Terms and Conditions define the rules of electronically supported service provision and sale of cosmetics of the company Laboratorium Kosmetyczne Dr Irena Eris Sp. z o .o. offered in the e-store sklep.drirenaeris.com.

2. The owner of the online store sklep.drirenaeris.com, hereinafter referred to as the Store, is Laboratorium Kosmetyczne Dr Irena Eris Sp. z o .o. with its seat in ul. Armii Krajowej 12, 05-500 Piaseczno. The administrator of the Store's personal data is Laboratorium Kosmetyczne Dr Irena Eris Sp. z o .o. with its seat in ul. Armii Krajowej 12, 05-500 Piaseczno. The IT and logistic services of the Store are run, with the Store owner's approval, by the company MOUTON interactive Krzysztof Baran with its seat in ul. Starowiejska 265, 08-110 Siedlce. The company MOUTON interactive has operated since 14.02.2000 on the basis of the entry in the Central Registration and Information on Business Activity kept by a competent minister for economic affairs, REGON: 711664250. Taxpayer's Identification No. NIP: 821-152-01-37. Phone: (25) 640 71 62; mobile: 600 430 520; fax: (25) 640 71 62; email: [sklep@DrIrenaEris.com](mailto:sklep@DrIrenaEris.com).

3. The sale takes place via the Internet in a form of a distance agreement concluded between an ordering party - hereinafter referred to as the Consumer, and the Seller running the online store <https://sklep.drirenaeris.com>.

4. Technical requirements for correct operation of the ICT system used by the Store: connection with the Internet, web browser or a suitable application, holding and providing an e-mail address for sending information on order processing.

5. The Seller declares that within the framework of provision of services specified in the Terms and Conditions the User is not allowed to deliver content of illegal nature.

6. The Seller declares that he renders electronically supported services in accordance with these Terms and Conditions.

7. Expressions used in these Terms and Conditions shall mean:

*Store* - the online store operating under the address: sklep.drirenaeris.com;

*User* - a natural, legal person or an unincorporated organizational unit with capacity to perform acts in law, who under the rules specified in these Terms and Conditions registers or/and makes a purchase in the Store;

*Consumer* - in accordance with Art. 22<sup>1</sup> of the Act of 23 April 1964 of the Kodeks Cywilny natural person performing a legal transaction not connected directly with his/her economic or professional activity, who under the principles defined in the present Terms and Conditions makes a purchase in the Store;

*Working Days* - all week days from Monday to Friday, except for public holidays;

*Lead time* - time from the approval by the Store of an order acceptance to the receipt of the ordered goods by the Consumer;

*Cart* - a part of the Store, where the User specifies details of an order such as: a quantity of products, address for delivery, data for an invoice, shipping method, payment method, etc.;

*Product Page* - a page in the Store containing information on an offered product;

*Agreement* - conclusion of an agreement takes place upon the Store's confirmation of a placed order.

## §2 Registration and logging in

1. Shopping in the Store is conditioned upon completion of a form with a shipping address for delivery of the ordered goods. The required data are: first name, surname, mailing address, phone number and e-mail address.

2. The User may register in the Store. For registration purposes on the Store's webpage click the tab „Log in - Create new account”, and then fill the registration form with the following data: first name, surname, mailing address, e-mail address, phone number, login and password. Along with the conformation of registration an account agreement is concluded between the User and the Store concerning services rendered by the Store following the rules contained in the Terms and Conditions.

3. Upon the registration the User may log in the Store with the use of the data provided in the course of registration of the log-in and the password.

4. The User after logging-in in the tab "My account" may freely modify his/her data provided in the course of registration and then view orders and payments history.
5. Provision of data mentioned in clause 1 is necessary for completion of orders placed by the User in the Store and shall not be used otherwise than for the purposes of sale in the present Store. Information on personal data processing for purposes other than the above is available in the tab [Privacy Policy](#).
6. Placing an order by the User results in the obligation to pay for selected goods in the amount specified in the order.
7. To terminate the account agreement with the Store, the User shall submit such information to the Store via e-mail, traditional mail or by phone.

### §3 Placing orders

1. For placing an order the newest versions of Internet browsers should be used. Java Script and Cookies should be enabled.
2. The agreement of sale between the Consumer and the Seller is concluded in the instance of receiving an e-mail message sent by the Seller after placing an order by the Consumer. This e-mail contains a confirmation of obtaining the order by the Seller and all essential terms and conditions of the order. Upon the receipt of the above-mentioned e-mail message the Agreement of sale is concluded.
3. The User may place orders 24 hours a day. The User connecting to the Internet from abroad may have a limited access to some information on the products - more details on these limitations in the [Privacy Policy](#). The User places the order by indication of a product he/she is interested in on the Product Page - the instruction "Add to cart", and then in the Cart in the following steps indicates the method of receipt and payment for the order.
4. The order is placed effectively, if all 4 stages (steps) of order placing are completed and confirmed by clicking the 'Order and Pay' button. The confirmation of the order by clicking the 'Order and Pay' button involves the obligation to pay for the order. Changing the content of the cart will not be allowed. The following data are necessary for completion of the order: address for delivery (name and surname, street postal code, town/city) and contact data (name and surname, telephone number, e-mail address).
5. Provision of such data as: name and surname, mailing address, e-mail address, telephone number, is absolutely voluntary.
6. For foreign users the Store provides its pages in English.
7. The way of communication with the User takes place via: e-mail, phone or traditional mail (upon the User's request).

### §4 Product prices

1. The Store places information on its offer on Product Pages and offers goods contained in the Store's base via the Internet.
2. Prices on the Store's webpage placed by an offered product on a Product Page are VAT inclusive and are provided in PLN; possible cost of delivery is not included. The cost of delivery is specified in the tab [Koszty dostawy](#). On the Store's pages in English product prices are provided in Euro, exclusive of cost of delivery specified in the tab [Cost of delivery](#).
3. A product's binding and final price is its price provided on the Product Page at the moment of placing the order by the User. Prices of products payable via PayPal - PayPal transactions are charged with 2% of the transaction value to be paid by the Buyer.
4. Information on the total value of the order comprising the price, shipping cost and in case of PayPal payment the fee in the amount of 2% on the transaction value, is presented upon the selection by the User of the form of delivery and payment - in step 3 of the Cart.
5. The minimum value of the order is PLN 30.
6. Each transaction is confirmed with a VAT invoice in PLN. Possible costs of delivery are specified in the invoice.
7. The Store may offer promotional sale with reduced prices for goods. Promotional offers in the Store shall not be combined, unless terms of a given promotion provide otherwise.

### §5 Forms of payment and delivery

1. Payment for ordered goods may be made in a form of cash on delivery, payment card, online wire transfer or traditional bank transfer to a bank account. The current forms of payment are specified in the tab [Forms of payment](#)».

2. The Store supplies ordered products through Siódemka, the courier company, and Polish Post (Poczta Polska).

3. Costs of delivery in Poland depend on the method of payment and delivery and range from PLN 0 to PLN 14, except for costs of delivery in orders paid via PayPal – costs of delivery are charged with 2% of the transaction value. Costs of delivery for foreign shipments depend on the location of a country of destination and range from PLN 90 to PLN 150. Details are specified in the tab [Cost of delivery](#)».

4. Delivery of ordered goods is executed on the territory of the Republic of Poland and other countries in the World, i.e.: Afghanistan, Albania, Andorra, Netherlands Antilles, Argentina, Armenia, Aruba, Azores, Bahrain, Barbados, Belgium, Bermuda, Bhutan, Belarus, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Brunei (Brunei Darussalam), Bulgaria, Chile, Croatia, Cyprus, Curacao, Montenegro, Czech Republic, Egypt, Ecuador, Eritrea, Ethiopia, Fiji, the Philippines, Finland, France, Gibraltar, Greece, Greenland, Guernsey, Spain, India, Indonesia, Israel, 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, Mozambique, Myanmar, Namibia, Nigeria, Norway, New Caledonia, New Zealand, Oman, Panama, Papua New Guinea, Paraguay, Peru, South Africa, Russia, Romania, San Marino, El Salvador, Senegal, Serbia, Singapore, Slovakia, Slovenia, Sri Lanka, United States, Syria, Sweden, Switzerland, Tanzania, Thailand, Togo, Tunisia, Turkmenistan, Uganda, Uruguay, Uzbekistan, Vanuatu, Venezuela, Hungary, Vietnam, Italy, Canary Islands, sheep, Isle of Man, Zimbabwe.

## §6 Order processing

1. Order processing is completed, if all stages of processing are finished – from start of order processing by the Store, through handing over a parcel to a courier company, to delivering the parcel to the Consumer.

2. Upon receiving an order, the Seller sends to the Consumer an e-mail confirming the order containing all essential terms and conditions of the order. The receipt of the above-mentioned e-mail message is understood as the moment of conclusion of the Agreement of sale. Acceptance of the order for processing takes place upon the conclusion of the Agreement.

3. The lead time is from 1 to 10 working days (does not apply to orders delivered to other countries).

4. The User is entitled to change the order or withdraw it by the time of shipment. Reporting changes or withdrawal is possible under the address [sklep@DrIrenaEris.com](mailto:sklep@DrIrenaEris.com) or by phone number 25 640 71 62.

5. The Store is obliged to deliver goods to the User free of any defects.

6. After the conclusion of the Agreement the Store together with the goods delivers to the User a document confirming the conclusion of the Agreement on durable media.

## §7 Complaints (reporting defects of a sold product).

1. As of December 25, 2014 the basis and the scope of the Seller's responsibility to the Consumer under the regulations concerning the liability for a physical and legal defects are defined by the Act of April 23, 1964, the Civil Code. In case of any possible complaints contact the Store via e-mail:

[sklep@DrIrenaEris.com](mailto:sklep@DrIrenaEris.com), by phone: 25 640 71 62 or mail: MOUTON interactive Krzysztof Baran, ul. Starowiejska 265, 08-110 Siedlce. You can also complete a complaint form available in the tab [Complaints](#)» and send it back to the e-mail or mailing address.

2. In case of a defect the Consumer should immediately inform the Seller on detecting defects and providing his/her first name, surname, order number or settlement number (invoice) with indication of the request concerning the goods complained about.

3. The Consumer may request:

- replacement of the goods with a new one,
- repair of the goods,
- price reduction,
- withdrawal from the agreement if the defect is substantial.

4. The Seller shall respond to the Consumer's request within 14 days at the latest. The non-compliant goods shall be sent back to MOUTON interactive Krzysztof Baran, ul. Starowiejska 265, 08-110 Siedlce.

## §8 Withdrawal from the Agreement

1. In accordance with the Act on consumer rights of May 30, 2014, the Consumer shall be entitled to withdraw from the agreement within 14 days, without the necessity to specify the reason and without any costs except for costs connected with costs other than the cheapest usual cost of delivery and direct costs of returning the goods to the Seller. In order to meet this deadline it is sufficient to send a notification in writing before its expiration to: e-mail address [sklep@DrIrenaEris.com](mailto:sklep@DrIrenaEris.com) or mailing address: MOUTON interactive Krzysztof Baran, ul. Starowiejska 265, 08-110 Siedlce or to complete the withdrawal form available in the tab [Return of goods - up to 14 days»](#) and send it to the e-mail or mailing address.

2. In case of withdrawal from the agreement, the Agreement is deemed non-concluded and the Consumer is exempt from any obligations. The Consumer shall be held responsible for decrease of value of a product as a result of using it in a way beyond the necessary scope of use for stating the character, features and functioning of the product, unless the Seller failed to inform the Consumer on the right to withdraw from the Agreement. In accordance with the Act, the time limit for reimbursement of payment is 14 days of a date of receiving by the Seller the Consumer's notification on withdrawal from the Agreement. The Seller may withhold the reimbursement of payments obtained from the Consumer by the time of receiving goods back or providing by the Consumer a proof of mailing, depending which of the above-mentioned events occurs first. The purchased goods shall be sent back to: MOUTON interactive Krzysztof Baran, ul. Starowiejska 265, 08-110 Siedlce.

3. In accordance with art. 38 of the Act on consumer rights the User is not entitled to withdraw from the agreement in relation to agreements:

- 1) for provision of services, if an entrepreneur rendered a service completely with the consumer's express consent, and the consumer, before the start of the service, was informed that upon the completion of the service by the entrepreneur he/she will lose the right to withdraw from the agreement;
- 2) where price or remuneration depend on fluctuations on the financial market, of which the entrepreneur has no control, and which may occur before the time limit entitling for withdrawal from the agreement;
- 3) where a subject matter of performance is a prefabricated product manufactured according to the consumer's specification or aiming at satisfying his/her customized needs;
- 4) where a subject matter of performance is a perishable product or a product with a short shelf life;
- 5) where a subject matter of performance is an item delivered in a sealed packaging, which - having been opened - cannot be returned due to health protection or hygienic issues, if the packaging has been opened after delivery;
- 6) where a subject matter of performance are items, which once delivered, due to their nature, are inseparably combined with other items;
- 7) where a subject matter of performance are item, the price of which agreed at the conclusion of the agreement of sale and delivery of which may be executed not earlier than after 30 days and the value of which depends on fluctuations on the market that are beyond the entrepreneur's control;
- 8) in which the consumer expressly requested that the entrepreneur should come to him/her for the purpose of making an urgent repair or maintenance; if the entrepreneur additionally renders services other than those requested by the consumer, or delivers items other than spare parts necessary for the repair or maintenance, the consumer is entitled to withdraw from the agreement in the scope of the additional services or items;
- 9) where a subject matter of performance are sound or visual recordings or software delivered in a sealed packaging, if the packaging has been opened after delivery;
- 10) for supply of daily papers, periodicals or magazines, except for a subscription agreement
- 11) concluded in a public auction;
- 12) for provision of services in the scope of accommodation, other than for the purposes of residence, transport of items, car rent, catering, services connected with leisure, entertainment, sport or cultural events, if the agreement contains a specified date or period of provision of such service;
- 13) for supply of digital content not recorded on durable media, if the provision of performance started with the consumer's express consent before the time limit allowed for the withdrawal from the agreement and upon informing him/her by the entrepreneur on the loss of the right of withdrawal.

## §9 Personal data

1. The administrator of personal data (first name, surname, mailing address, e-mail address, telephone number, log-in and password), provided by the Customer within the framework of registration or order placing in the Store, is the owner, that is Laboratorium Kosmetyczne Dr Irena Eris Sp. z o.o. with its seat in ul. Armii Krajowej 12, 05-500 Piaseczno. The administrator of personal data declares that it is the entity reported to the [GIODO](#) (Set: ERIS.PL, volume No. 139517)
2. The Customer has the right to access the content of the data and correct them.
3. Should the Customer give additional consents, his/her personal data shall be processed by the Store or the Store's trading partners for the purpose of informing the Customer on new goods, promotions and services available in the Store or the partners.
4. Detailed rules of personal data processing have been specified in the tab [Privacy Policy](#).

## §10 Issues not regulated by the Terms and Conditions

1. Agreements concluded by the Store are concluded in accordance with the Polish law and in Polish.
2. Regulations of the Act on consumer rights of May 30, 2014 and the Civil Code shall be applicable in issues not regulated by the present Terms and Conditions.
3. Any disputes connected with services rendered by the Store shall be settled by common courts. The Consumer may apply the out-of-court manner of claims examination and pursuing in the Standing Arbitration Consumer Court at the Provincial Inspectorate of Trade Inspection. Information on the way of access to the above-mentioned course and procedures of settling disputes are available at: [https://uokik.gov.pl/consumer\\_protection3.php](https://uokik.gov.pl/consumer_protection3.php).  
The consumer can also file a complaint via the ODR platform (online dispute resolution) available at the electronic address: <http://ec.europa.eu/consumers/odr/>. European ODR platform is a single common access point for consumers and businesses, allowing out-of-court settlement of disputes concerning contractual obligations, arising from the website sales contract and / or contained web service contract.

## §11 Final provisions

1. The present Terms and Conditions are available in the Seller's seat and at: <https://sklep.drirenaeris.com/en/site/regulamin-13.html>. The User may obtain access to the Terms and Conditions any time via the reference at the Store's home page and download them in PDF, as well as print.
2. The Seller reserves the right to amend the present Terms and Conditions for important reasons, especially:
  - due to the amendment to legal regulations in the scope of consumer law and e-trade,
  - due to the change of terms of payment,
  - due to the change of forms of delivery,
  - due to the change of the legal form of the business activity.
3. Amendments hereto will not be applicable to orders already placed and being processed. In case of orders accepted for processing the Terms and Conditions binding at the moment of placing the order shall apply.
4. The present Terms and Conditions were published on March 16, 2016.

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