# Terms and Conditions of Collaboration with Nutridome Sp. z o.o.

Sales in the online store are made on the basis of Terms and Conditions of Collaboration ("**Rules**"), which every client must read before placing an order. Placing an order is equivalent to accepting the Rules.

<u>Seller</u>: **Nutridome Sp. z o.o**. with headquarters in UL. GAZOWA 8, 26-600 RADOM, registered in the commercial register with KRS number - 0000700689, tax identyfication number PL5272825059, REGON - 36858854800000.

Client: natural or legal person purchasing products from *nutridome.co.uk* online shop

The online shop <u>nutridome.co.uk</u> is managed by Nutridome Sp. z o.o.. The Shop reserves the right to amend these Rules in whole or in part at any time without prior notice. The Client is not obliged to comply with those provisions of these Rules, which have changed after placing the order. By purchasing in our shop you accept the terms and conditions. Acceptance of the Terms and Conditions sometimes also implies the subsequent expression of consent to receive advertising material sent to inform about current promotions, new products, etc.

By accepting these Rules, the purchaser agrees to the issuing and sending of the electronic invoice to the e-mail address indicated in the order. In the event of non-consent or withdrawal of consent to receive the electronic invoice, please contact us at the e-mail address contact@nutridome.co.uk to indicate the mailing address to which the buyer wishes to receive the document in physical format.

In addition, by accepting these Rules, the purchaser agrees to the issuance and sending of the electronic invoice correction to the e-mail address indicated in the order.

Accordingly, the Client also agrees that delivery of the amended invoice to the e-mail address indicated in the order is equivalent to confirmation of receipt of the amended invoice, and that failure to object to its correctness is equivalent to confirmation of acceptance of the new terms and conditions of the transaction.

The seller informs that the customer may contact the seller in the following ways:

- a) by sending correspondence to the following address: Nutridome Sp. z o. o., Gazowa 8, 26-600 Radom, Poland,
- b) via e-mail: contact@nutridome.co.uk,
- c) by phone at the following number: +441215122138, hotline open Monday through Friday, 8 a.m. to 4 p.m. (call charge according to the operator's tariff).

The seller ensures the protection of personal data. The seller informs that the personal data provided by the customer will be protected from unauthorized access. Personal data provided on the basis of customer consents are collected for the purposes provided for in the consents expressed. Every customer has the right to access their data, edit it or request its deletion.

### **Online Store Rules**

# **General provisions**

- 1.Users of the Shop may be persons over 18 years of age or legal entities or organizational units without legal personality to which specific legal regulations grant legal capacity, hereinafter referred to as Clients.
- 2. Our shop carries out distance sales of goods. The shop is open 24 hours a day, 365 days a year. Therefore, you can also place orders 24 hours a day.
- 3. We offer for sale new products without physical and legal defects.
- 4. All products offered in our Shop are physically in our warehouse and their stocks are updated every day. However, product availability information is subject to change.
- 5. The online shop does not practice the wholesale. The subsequent sale of products purchased from Nutridome is prohibited, and if such resale is discovered, the Client may be prohibited from placing other orders.
- 6. The store informs that it tries to resolve all disputes by mutual agreement. The seller informs that it does not use extrajudicial methods of pursuing claims regarding contracts concluded in the online store and does not undertake to use such methods, unless such an obligation results from mandatory provisions of law.
- 7. None of the provisions of these regulations exclude or limit the customer's rights under applicable law.
- 8. The sales contract and these regulations are drawn up in English.

# Account in the online shop

1. To open a free account on our site, you must be of legal age, enter a valid email address for authentication, and the requested identification data. When registering and ordering goods, the buyer is obliged to provide all data correctly and truthfully. The buyer is obliged to update the data provided in the user account if they change. The data provided by the buyer in the user account and when placing an order is considered by the seller to be correct.

If you choose to create an account, we provide you with access to a personalized range of services:

- a) Management and tracking of orders,
- b) Modification of personal details,
- c) Newsletter with the latest trends and exclusive Nutridome offers,
- d) Writing product reviews.

The personal data provided when creating the account or later, when you use our products and services, are intended for Nutridome Sp. z o.o.

# Price

- 1. All prices are in pounds. Along with the full description of the product, the final price is indicated, which includes the current rate of VAT. The price indicated for each item is binding at the time the Client submits the order. Prices do not include shipping costs, which will be charged separately.
- 2. The Shop reserves the right to change the prices of the items in the offer, to introduce new goods in the offer, to initiate and withdraw promotional offers in the pages of the Shop or to make changes in them. Therefore, *Nutridome.co.uk* advises Clients to regularly consult the information displayed on the site.

- 3. In the case of goods included in the promotion or goods marked as "clearance" the order of placing orders is determined by the order of receipt of confirmed orders for them in the electronic sales system. The quantity of goods at promotional or discounted prices is limited. Promotional prices are valid for a strictly defined period of time. The Client may not request a refund of the difference between the promotional price and the standard price if he/she placed the order after the promotional validity period.
- 4. All promotions, special offers, discounts, reductions in the online store cannot be combined.
- 5. All product information, including prices contained in the catalogue, on the website or in other information material is only an invitation to conclude a contract and does not constitute an offer within the meaning of relevant legal provisions.
- 6. The seller informs that it may carry out promotional campaigns for goods with short expiry dates. The customer is not entitled to submit a complaint in relation to contracts the subject of which are goods with a short expiry date, but sufficient at the time of conclusion of the contract to fully use the goods in accordance with the manufacturer's instructions (due to this reason), about which the seller informed the buyer when placing the order information about the expiry date and the impossibility of submitting a complaint were indicated in the online store.

#### **Orders**

- 1 Product orders are placed by correctly completing the order form on the Store's website, or by contacting the seller: (i) by phone phone +441215122138; (ii) by e-mail: contact@nutridome.co.uk . Confirmation regarding the order placed by the Client is to be made by e-mail sent to the address provided in the order. The Seller is not responsible for failure to deliver an e-mail due to technical reasons for which it is not responsible.
- 2. Orders can be placed by registered persons who have an account in the store or by persons who will provide all the necessary details to complete the transaction.
- 3. Each order placed by the Client is confirmed by an email with information about its receipt.
- 4. The shop reserves the right to check the order. If contact and verification of the order is not possible, the Shop reserves the right to refuse to complete the order. The Client will have the possibility to place a new order. Nutridome Sp. z o.o. shall not be liable for the effects of incorrect or illegible placement of an order by the Client, in particular for incorrectness causing delay in the completion of the order or non-delivery of ordered products.
- 5. Nutridome Sp. z. o. o. reserves the right to refuse to accept an order, to stop the execution of an order or shipment of ordered products, if the Client is late in making payments or if the legal or financial situation of the Client may cause problems in future payments.
- 6. The online shop reserves the right to suspend the execution of the order if the order does not contain full informations necessary for its execution or if the informations are incorrect. The online shop will contact with Client by phone or e-mail to explain or complete the necessary informations. When the contact is unpossible, after 7 days from the date of placing the order, the online shop has the right to cancel the order and return the funds paid by the client for purchases.
- 7. If, within 7 calendar days from the date of placing an order with payment in advance, the full price of the order is not paid, the Shop reserves the right to cancel the order.

# Shipping and delivery of the item

1. The shop shall complete the order within 3-5 working days after the order has been placed or the amount due has been paid by the Client. Delivery deadlines are indicative deadlines, unless the

Client has agreed with Nutridome Sp. z o.o. a delivery deadline on the basis of a separate agreement. In the event of difficulties in completion, the Client shall be informed immediately. Completion means shipping of the product to the Client.

- 1a. Title to the products shall pass to the Client upon full payment of the price for the products.
- 2. The costs of delivery of the item are shown in each case in the order summary. Shipments are made via a courier company.
- 2a. The amount of shipping costs depends on the weight of the parcel, its size, the destination, the carrier/shipper chosen and the method of payment.
- 3. The shop assumes no responsibility for any damage or loss of the product caused by the courier company.
- 3a. The Client or recipient of the order is requested to check the apparent condition of the package and the products at the time of delivery. The Client shall report objections to *Nutridome* representatives.
- 3b. The Client may submit a complaint if the package is damaged during its delivery/transport. The following rules shall apply:
- i) the Client must check the condition of the product before confirming its receipt, in particular whether the product is undamaged or defective, and the Client must check the contents of the shipment immediately after opening it. If the Client finds that there has been a loss of or damage to the parcel during transport, the following options are available for the Client:
- to refuse to collect the package from the delivery company, while filling out the damage report
- to collect the package and file a complaint with the courier company within a maximum of 7 days from the date of receipt of the package,
- to collect the package and file a complaint to the seller within a maximum of 7 days from the date of receipt of the package and then the seller will file a complaint to the courier company;
- ii) if the complaint concerns a damaged shipment or damaged goods for reasons arising during transport, the Client shall provide the seller with a damage report from the delivery company and with photo documentation showing damage to the outside of the package, inside the package, damaged goods and a photo of the label. These requirements are the basis for considering the complaint.

# Returns and complaints (unrelated to withdrawal from the contract)

- 1. The Seller accepts complaints and claims and provides information about the product by phone, in writing by post or by electronic forms. Client complaints will be taken up and examined in accordance with lawfull.
- 2. Complaints and returns shall be received: (i) by telephone on +441215122138 (The helpline is open Monday through Friday from 8:00 a.m. to 4:00 p.m.); (ii) in writing at the following address: Nutridome Sp. z o. o., Gazowa 8, 26-600 Radom, Poland; (iii) by electronic means to the following e-mail address: returns@nutridome.co.uk; (iv) by electronic form.
- 3. The return form can be downloaded from the following link: <a href="https://static.nutridome.pl/pdf/returns-co.uk.pdf">https://static.nutridome.pl/pdf/returns-co.uk.pdf</a>.
- 4. In order to identify and consider the complaint, the Client shall provide or attach the following data: (i) name and surname; (ii) resident address; (iii) e-mail address; (iv) contact phone number; (v) bank account number; (vi) subject of the complaint and order number with an indication of the request; (vii) all circumstances justifying the complaint; (viii) date of finding the product defect; (ix)

photos confirming the defect of the goods. In addition, when a complaint is made in connection with the delivery - a damage report.

- 5. After filing a complaint, the customer will receive detailed information on the next steps of the procedure.
- 6. The shop will process the complaint within 14 days after receipt. The reply can be sent in the same form in which the request or complaint was submitted.
- 7. The seller, based on the information provided by the customer, will each time decide whether the customer is obliged to return the defective goods to the seller. Unless generally applicable regulations provide otherwise, if the customer fails to return the product, the seller will not be able to consider the complaint. The shipment with the returned goods shall be secured in a way that prevents damage during transport.
- 8. The seller covers the costs of returning the goods and the costs of repairing and replacing the goods.
- 9. Return is only possible if all conditions stipulated in these Rules are met.
- 10. The Seller informs that the Client's subjective perception regarding his individual tastes (e.g. the smell, the color of lipstick or the color of the foundation do not suit the buyer) do not mean that the goods are defective.
- 11. Please note that individual hypersensitivity or allergic reaction to the delivered product does not constitute a basis for considering the goods to be defective. Also, defects in gifts and other free services not covered by the order do not constitute grounds for considering the goods defective.
- 12. We realize that product photos play a key role in the purchasing process, which is why the seller pays the utmost attention to product photos published in the online store. However, please note that product photos are for illustrative purposes only, it is possible that the actual appearance of the product may differ slightly from what you see on the online store's website.
- 13. After positive assessment of the complaint/return, the refund will be made to the Client using the same form of payment as the Client used to pay for the order within 14 days (to the bank account number; to the bank account number provided in the return form in the case of paid on delivery or via the payment platform).

### Withdrawal from the contract

- 1. The Seller informs that the Client, has the right to withdraw from the contract within 14 days from the date of collection of the parcel in order to exercise the legal right of withdrawal, without being obliged to give reasons for his decision and without incurring any other costs except those provided for law. This is determined by the date of dispatch of the parcel by the Client.
- 2. In order to exercise the right to withdraw from the contract, the person entitled to this right must inform the seller about their withdrawal from the contract in the form of an unambiguous statement by contacting the seller using the method of their choice given below:
- (a) by email at: contact@nutridome.co.uk or
- (b) by telephone at: +441215122138 (Hotline open Monday through Friday from 8 a.m. to 4 p.m., call charge according to the operator's tariff) or
- (c) in writing to the mailing address: returns@nutridome.co.uk

The buyer can use the withdrawal form available at the link <a href="https://static.nutridome.pl/pdf/returns-co.uk.pdf">https://static.nutridome.pl/pdf/returns-co.uk.pdf</a>, but it is not their obligation.

To comply with the withdrawal period, it is sufficient to send a statement of withdrawal before the expiration of the withdrawal period.

- 3. In the event of withdrawal from the contract, the buyer shall return the goods to the seller without undue delay, no later than 14 days from the withdrawal itself. The buyer returns the goods at its own expense, which is not refundable. The shipping cost is the usual shipping cost according to the tariff of the carrier selected by the customer.
- 4. Returned goods must be sent back to the address Nutridome Sp. z o. o., Gazowa 8, 26-600 Radom, Poland . The Client is obliged to send back the packaging with the product intact.
- 5. The right of withdrawal may not be exercised for Orders that refer to:
  - the supply of goods that have been unsealed after delivery, which cannot be returned for reasons of hygiene or health protection;
  - the supply of goods made to the Client's specifications or obviously customized.

Therefore, the Client acknowledges that he will not be able to avail himself of his legal right of withdrawal in respect of products unsealed by him, the remarketing of which by *Nutridome* could present risks for reasons of hygiene or health protection for clients (e.g.: make-up products).

- 6. In case of withdrawal from the agreement, the Store returns the amounts paid for the purchased goods and delivery, borne by the Client, within 14 days, in accordance with the rules described in the subsection of the Rules: Return of payments and overpayments. The Seller is not obliged to reimburse additional costs if the Client has explicitly chosen a type of delivery other than the standard delivery offered by the Seller.
- 7. We do not send money by courier.
- 8. If the buyer withdraws from the sales contract, the seller is not obliged to return the funds received to the buyer until the buyer returns the goods to it or proves that they have sent the goods to the seller, whichever comes first.

# **Payment methods**

- 1. The shop offers the following payment options:
  - payment on delivery the Client pays the courier on delivery of the parcel;
  - payment by bank transfer and e-transfer payment is made after placing the order, the Client has the option of making the transfer according to preference online, at the bank or at a post office. The account number can be found on the website. The order will be processed after the amount paid has been credited to the Shop's account;
  - payment by card the Shop accepts Visa and MasterCard. The amount due resulting from the transaction is withdrawn from the card at the time of completion of the order, after acceptance by the Store. Information about the acceptance of the order will be sent to the Client by e-mail.
- 1a. The processing of bank card transactions and electronic transfers are carried out through and using the websites of online payment transaction intermediary companies.

# **Return of Payments and Overpayments**

- 1. In the event of circumstances that oblige the Shop to refund the amounts paid by the Client to the Shop's account, the refund shall be made within a maximum of 14 working days.
- 2. All returns are made cashless.
- 3. If the Client has made a payment by bank card or by electronic transfer, the refund shall be made to the credit card or bank account from which the payment was made.

4. The Shop reserves the right to verify the identity of the Client requesting the return. The Shop is not responsible for the failure to return the payment or for the delay of the return date, if the Client, despite the request sent to his e-mail address, has not specified the bank account number, to which the payment is to be made or when he does not provide the Shop with all the necessary details for making the payment. The Shop shall not be liable for non-repayment or delay of payment if this is due to the Client providing incorrect personal data (name, surname, address) or incorrect bank account number.

# Data security and privacy

- 1. All personal data is collected on a completely voluntary basis and is intended solely and exclusively for the use of Nutridome Sp. z o.o. They are limited to the minimum necessary and are used only for the identification of buyers and for the proper conduct of the order fulfilment process. Each Client has the right to access, correct or delete his/her data, as well as to any rights derived from the legislation in force.
- 2. Personal data shall be protected in accordance with the relevant legislation in force in a way that prevents third parties from gaining access to them.
- 3. If the Client further consents, personal data will be processed by the Shop to inform the Client about new products, promotions and services available in the Shop.
- 4. If the Client further consents, the personal data may be entrusted for processing to another entity indicated in the consent granted, in order for the Shop to obtain information about the Client's experience with the product or services provided by the Shop.
- 5. The Shop's Clients have the right to access, correct and request deletion of their personal data.

# Rules for the use of cookies

In the content of the following policy rules we use the term "cookie" to refer to cookie files and other similar technologies.

## 1. What are cookies?

Cookies are small data files that your browser stores on your computer or other user equipment. They make it easier for the browser to navigate through the website, but do not by themselves collect information stored on the computer or in files. Cookies stored on your device can make it easier to use your browser because they are more responsive to your needs. To protect user privacy, the browser allows access to the website to cookies that have already been accepted by the user.

### 2. What do we use cookies for?

We use cookies to better understand how users benefit from the content on our pages, which allows us to tailor our portals to their individual needs and increase the convenience of using our sites. Cookies remember the type of browser the user uses and additional browser software installed on that computer. They also remember user preferences, for example language and region. These are saved as the user's default settings and will be used during the next visit to the website. The files described also allow for the evaluation of pages and the filling in of comment forms.

# 3. What are the types of cookies?

### Strictly necessary cookies

These are cookies that are strictly necessary to allow the user to browse the web pages and use their functions. Without them, registration and login services would not be possible. This type of cookie does not collect any information about the user that could be used for marketing purposes, nor does it remember the sites/pages visited.

# Cookies to increase efficiency

These are cookies, which collect information about how the user uses web pages (e.g. most frequently visited pages). They do not collect user-identifying information and all data collected is anonymous. They serve to improve the performance of the web pages.

### **Functional cookies**

These are cookies, which remember the choices the user makes (e.g. user name, language selected) and allow the sites to be adapted to the user's needs. They are used to remember changes in font size and type and other elements of the websites, which the user can adapt to their needs. They are also necessary, for example, to allow viewing of videos or blog comments. The information, which is collected these cookies, can be kept anonymous and cannot track other pages viewed by the user.

# Advertising targeting cookies

These are cookies used to present advertisements or information tailored to the user and their areas of interest. Occasionally, this type of cookie is linked with other web services, such as social networking sites.

# Temporary and permanent files

The four types of cookies mentioned above are divided into temporary (session cookies) and permanent (permanent cookie files). Session cookies collect information about user activities only during a specific session. Such a session starts when the website is accessed and ends when the website is closed, leading to the deletion of the cookie files.

Permanent cookies are those that remain on the device for a certain period of time. They are automatically activated when a specific website is visited.

# 4. How to block or delete cookies?

If the user decides that the use of cookies is not convenient, he or she can easily remove them from the cookie folder of the browser used. Browser settings can also be changed to block cookies or send a warning before they are stored. More information on this topic can be found in each browser's menu.

If the cookie function is blocked, it will still be possible to use our sites, but some functions may not work correctly.

# **Questions**

All Clients can count on our support and services. If you have any questions, comments, suggestions, please send them to contact@nutridome.co.uk.

# Newsletter

The newsletter is a service consisting of sending a regular newsletter and marketing messages, as specified by the client, to the e-mail address. The Client can agree to subscribe (newsletter service) and unsubscribe at any time. Subscription is done automatically when the appropriate option is selected in the registration form or in the "Your Account" section. This subscription is voluntary and free of charge. The client can unsubscribe at any time.

The rules set out above are effective as of 16.01.2024 r.