

## REGULATIONS OF THE INTERNET SHOP

### I.GENERAL PROVISIONS

1. The terms below are defined for the needs of the following Regulations in the following way:
  - 1.1. **„Internet Shop”** ( hereinafter referred to as: „Shop”) – service and internet shop leaded by the Seller under the address <https://shop.zepter.lt>
  - 1.2. **„Client”** – natural person, that has the full capacity to act in law, living on the territory of European Union, Norway, Switzerland (excluding enclaves: Busingen and Campione d’Italia), Mexico, United States of America, Canada, Republic of South Africa, Australia and New Zealand or legal person or organizational unit that doesn’t have the legal personality with the seat on the above mentioned territories, that both have the capacity to successfully incur obligations, that are the parties of the Sales Agreement or agreement of performing the electronic Service.
  - 1.3. **„Consumer”** – the Client that is the natural person, that concludes the sales agreement or Agreement of performing the electronic Service which isn’t directly connected to his economic or professional activity.
  - 1.4. **„Seller”** - Zepter International Private Limited Liability Company, operating in accordance with the laws of the Republic of Lithuania, registered office address A. Gostauto str. 40A, LT-03163 Vilnius, registered in the Register of Enterprises of the Republic of Lithuania, maintained by the State Enterprise Center of Registers (V. Kudirkos str.18, Vilnius) number 067435, VAT payer code LT 115546515, company code 111554653.

CUSTOMER SERVICE: A. Gostauto g.40A, Vilnius, LT-03163, tel. (85) 263 61 21  
INFOLINE: 8 800 00001  
E-MAIL ADDRESS: [office@zepter.lt](mailto:office@zepter.lt); [infolinija@zepter.lt](mailto:infolinija@zepter.lt)  
WEB PAGE: [www.zepter.lt](http://www.zepter.lt)

  - 1.5. **„Products”** – articles (products), presented by Seller in the Shop with showing their features, technical and utility parameters and prices, which Client can order through the Shop, unless the availability of a particular Product – according to the information on the Shop web page – is excluded.
  - 1.6. **„National Tax Identification Number”** – an identification number given to an entrepreneur by appropriate organs in the country of entrepreneur’s registered office for the need of record of taxpayers.
  - 1.7. **„VAT EU Number”** – European number of a VAT taxpayer given to the above mentioned taxpayer for the needs of performing by this taxpayer intercommunity transactions. In case of using by the Client in the Shop valid and appropriate VAT EU Number the prices of Products are Net Prices of Products (with the rate of VAT on goods and services 0%).
  - 1.8. **„Net Price of the Product”, „Net Prices of Products”** – price of the given Product (Products) which is the net price (prices) expressed in euro and depending on the Client’s status: including VAT on goods and services in the rate 0% – in case of entrepreneurs with the sit within the European Union territory having valid and appropriate VAT EU Number or not including VAT on goods and services – in case of entrepreneurs with the sit outside the European Union.
  - 1.9. **„Gross Price of the Product”, „Gross Prices of Products”** – price of the given Product (Products) which is the gross price (prices) expressed in euro and including Polish VAT on goods and services.
  - 1.10. **„Sales Price”** – Total Price – depending on the Client’s status Gross or Net – of the Products added to electronic basket with other possible costs, that the Client is obliged to bear according to following Regulations, including costs of delivery, zone payment and – in case of delivery outside the European Union – also costs of custom clearance.

- 1.11. „**Order**” – order Form filled properly and in accordance with the facts by the Client, confirmed by the Client and sent to the Seller by clicking the button „Ordering with a duty to pay”.
- 1.12. „**Sales Agreement**” - Order confirmed by the Seller according to the provisions of the following Regulations.
- 1.13. „**Electronic service**” – service provided for free in electronic way by the Seller to the Client through the Shop.
- 1.14. „**VIIES**” – European system of exchanging information about VAT enabling electronic verification of validity of VAT EU Numbers of entrepreneurs registered within European Union territory.
- 1.15. „**Force majeure**” – terroristic acts, wars declared and undeclared, blockades, rises, riots, epidemics, landslides, earthquakes, floods, explosions and other sudden, external, incident involuntary from Parties, preventing the execution of the contract as a whole or in its parts, permanently or temporary, which effects managing due diligence neither Seller not the Clint couldn't prevent or counteract and which they couldn't predict if reasoning rationally.
- 1.16. „**Working days**” – days of the week from Monday to Friday except days of public holidays within the territory of Poland.
- 1.17. „**Regulations**” – following regulations.
2. The following Regulations regulate the rules and the conditions of using the Shop. Client has a free access to Regulations through the web page <https://shop.zepter.lt>.
3. A condition of using the Shop is getting acquainted with following Regulations and accept its conditions. Acceptance of the conditions of Regulations takes place in the process of registration in the Shop or – in case if Client chooses the possibility to make purchases without logging in – in the process of placing an Order.

## II. ELECTRONIC SERVICES IN THE SHOP

4. The following electronic services are available in the Shop:
  - 4.1. **Registration form** – electronic form shared by the Seller in the Shop that defines the data necessary for identification and registration of the Client in the Shop and the ways of direct contact, which filling by the subject interested in registration in the Shop and sending it to Seller is necessary to register the Client in the Shop and start using the Electronic service Account; (interactive form is available on the Shop web page).
  - 4.2. **Account** – collection of resources in information system of the Seller marked with individual name (login, i.e. e-mail address or telephone number) and password given by the Client, in which the data given by the Client and the information about concluded Sales Agreements are stored. Starting using the Account by the Client follows the Client's registration in the Shop. In the Electronic service Account the Client can use the following functions: changing password, browsing history of Sales Agreements with showing detailed information of given Sales Agreement and its actual status, possibility to pay the Sales Agreement and change the form of payment (if it wasn't paid before), deleting the Account (resignation from the Account), giving or cancelling the permission for processing personal data using the tools provided in Account Client can also change his address data by himself. With the aim of making a change of other data Client should contact the Seller in electronic way on the address: *office@zepter.lt*
  - 4.3. **Order form** – interactive form available in Shop that enables placing an Order by adding Products to electronic basket, giving data necessary for realization of the Sales Agreement and defining the conditions of this Agreement including the way of delivery and payment. Using the Electronic service Order form by the Client starts with adding the first Product to electronic basket. Placing the Order comes after Client does the following activities in sequence: (1) filling the Order form and (2) clicking the button – after filling the Order form – „Order and pay”. Until the Client confirms the Order by clicking the above mentioned button, there is a possibility of individual modification of Order form; (interactive form is available on the Shop web side).
5. Electronic service Registration form is provided for free and has the one-time character and ends in the moment of opening an Account by Client or in the moment of

earlier interruption of the process of registration by the Client through it.

6. The Consumer doesn't have the right of withdrawal from the agreement of performing Electronic Service registration Form, if that service was fully executed by the Seller. By sending the Registration form to the Seller according to point 19.1, Consumer gives a permission to perform the Electronic service Registration form to the Seller.

7. Electronic service of the Account is provided for free and for undefined period. The Client has a possibility, in any moment and without giving the reason, to remove the Account (resign from the Account) which is equivalent to dissolving by the Client an agreement of performing Electronic service of Account.

8. The Seller has the right to terminate the agreement of performing Electronic service Account in the immediate mode in case of flagrant violation of the provisions of this Regulations by the Client, i.e. in case of giving the false data or personal data of other subject by the Client, delivering unlawful contents, that violate generally accepted social norms, that cause disruption of work or overloading the ICT systems and also in case of placing big number of Orders and persistent evading of paying for them.

9. Consumer has the right to withdraw from the agreement of performing Electronic service Account without giving any reason within 14 days from the day of conclusion of the agreement of its performing, i.e. from the day of registration in the Shop according to point 19 below. To use above mentioned right of withdrawal Consumer has to send the declaration of withdrawal to the Seller's address: UAB „Zepter International“, A. Gostauto g. 40A, LT-03163 Vilnius in above mentioned term with a note on the envelope – however only to improve the withdrawal procedure – „Withdrawal“. In case of disclosing such a possibility by the Seller the Consumer has a right to withdraw from the agreement of performing Electronic service Account also by using electronic means. It's enough to send the declaration before the end of the term to keep it.

10. Consumer can use the pattern number 1 below, but it's not compulsory.

11. Electronic service Order form is performed for free and has the one-time character and ends in the moment of sending the Order form by the Client according to point 27.1 below or in the moment of earlier discontinuation of placing the Order through it by the Client.

12. The Consumer doesn't have the right to withdraw from the agreement of performing Electronic service Order form, if that service was fully performed by the Seller. By clicking the button „Order and pay“ Consumer gives a permission to Seller to perform the Electronic service Order form.

13. The Seller is obliged to properly perform Electronic services and is responsible for its non-performance or improper performance, with restriction that the Seller is not responsible for not performing or improper performing of Electronic services being result of operation of Force majeure.

14. Complaints connected to performing electronic Services by the Seller Client can submit in written form on the Seller's address UAB „Zepter International“, A. Gostauto g. 40A, LT-03163 Vilnius or in electronic way on e-mail address: [office@zepter.lt](mailto:office@zepter.lt).

15. In complaint application it's recommended for the Client to point out the name and the surname or the company and contact information, as well as description and the reason of complaint. Requirements pointed out in the previous sentence – in case of Consumer – have only the recommendation form and their neglecton won't effect on the efficiency of submitted complaint.

16. The Seller is obliged to settle the complaint within 14 days from receiving the complaint application.

### **III. RULES OF USING THE SHOP**

17. To use the Shop the Client has to dispose:

17.1. Internet browser that supports SSL protocol;

17.2. Access to Internet network;

17.3. Account of electronic mail – e-mail address.

18. Using the Shop takes place through:

18.1. Registration in the Shop according to the procedure described in point 19-22

below,

18.2. Logging – with use of Electronic service Account,

18.3. Without logging – by placing an Order in the Shop with use of Order form.

19. Registration in the Shop is performed within registration through below mentioned successive actions:

19.1. Sending the filled Registration form by Client with use of the tools provided in the Shop, properly and according to the factual circumstances,

19.2. Sending the request for confirmation of registration application through clicking the link placed in the email to the Client by the Seller,

19.3. Confirming the Client's registration by the Seller in the form of an announcement placed on the web page, on which the Client will be redirected after clicking the link, which is mentioned in point 19.2.

20. With the moment of confirmation, which is mentioned in point 19.3, Client is registered in the Shop, which is equivalent to the possibility of using the electronic Service Account. Client receives the confirmation of concluded agreement of electronic Service Account containing the information required by the law on e-mail address given in the registration Form. The confirmation concludes of defining main features of the service and instruction about the Consumer's right to withdraw from the agreement of electronic Service Account within 14 days from the day of conclusion of the agreement of electronic Service Account and its fixed on a durable medium in the form of protected PDF file. That information are the confirmation of concluding the agreement of electronic Service Account and can be changed only if there is a clear settlement between the Client and the Seller.

21. The Client of an entrepreneur status with the registered office within the European Union territory can register in the Shop only after filling in the Registration form with his National Tax Identification Number or/ and his VAT EU Number. In case of giving the VAT EU Number registration in the Shop is possible only after positive verification of the VAT EU Number by VIES. The verification is proceeded during whole the registration process and the Client is informed about its results at latest in the moment of clicking "Register" button. After registration in the Shop the VAT EU Number is verified by VIES every time while logging by the Client to the Account and – according to the procedure from point 29 below – also during placing Orders with the usage of Electronic service Account.

22. Sending the registration Form in which the Client previously marked the required field, which confirms that he's familiarized with Regulations, is equivalent to:

22.1. Client's announcement that he got familiarized with the content of the Regulations and its full acceptance and obligation to follow it,

22.2. Giving the permission for processing required personal data placed in the Registration form with aims related to using the Account and – in case of placing Orders with the use of Account – with aims related to realization of Sales Agreement, including the entities with the cooperation of which the Seller performs Sales Agreements, and also with the aim to realize legally justified targets of the Seller,

22.3. Client's announcement that all the information and data given by him in the procedure of registration is true and will be actualized by him immediately in case of their changing.

23. In case of marking also the optional fields in the Registration form sending the Registration form is equivalent to:

23.1. Giving the permission for processing the personal data placed in the Registration form to the Seller by the Client for the aims of marketing of the products and services of the Seller,

23.2. Giving the permission by Client to receive the commercial information concerning the products and services of the Seller on the e-mail given by the Client in the Registration form,

23.3. Giving the permission by the Client to use his data given in the Registration form to lead direct marketing towards him using automatic evoking systems (ex. e-mail, SMS sent without the direct participation of the human) and using telecommunicational terminal devices (ex. telephone, computer).

24. The Seller reserves the right to verify the changed data or the data given by the Client in the Registration form. The Seller can refuse concluding the agreement of performing the Electronic service Account in case of valid filling out the Registration form, especially giving the false, incomplete data or other subject's data in this form. In case of refusing to conclude the agreement of performing the Electronic Service Account, the Seller will immediately notify the Client about above mentioned in electronic form on the e-mail given in the Registration form. In case if Client gives the false, incomplete data or other subject's data during the process of data changing, the Seller can withdraw from the agreement of performing the Electronic service Account in the way that is described in point 8, which the Client will be informed about on given e-mail address.

25. In case if Client chooses the way of making purchases using the Electronic service Account, the Client – after logging in – is redirected automatically to Order form.

26. In case if Client chooses the way of making purchases without logging in, after clicking the button „Continue without logging in”, Client is automatically redirected to Order form.

#### **IV. CONCLUSION OF SALES AGREEMENT**

27. Concluding the Sales agreement is followed by the below mentioned events:

27.1. Sending the Order form by Client with use of the tools provided in the Shop, filled properly and according to the factual circumstances, which the Client confirms to place by clicking the button „Order and pay” which is making an offer of concluding the Sales Agreement to the Seller according to the provisions of this Regulations,

27.2. Confirmation of accepting the offer by the Seller which is sent to the e-mail given by the Client after clicking the button „Order and pay”.

28. With the moment of confirmation, which is mentioned in point 27.2, it comes to, with subject to point 32, conclusion of the Sales Agreement. Client receives the above mentioned confirmation that contains of information required by the law, in that the information about the main features of the service and the instruction about the Consumer's right to withdraw from the agreement within 14 days from the day of receiving the Products. The confirmation is fixed on a durable medium in the form of protected PDF file. Above mentioned information is the confirmation of conclusion of the Sales Agreement and can be changed only if there is a clear settlement between the Client and the Seller.

29. In case of placing Order by the Client of an entrepreneur status with its seat within the territory of European Union who filled in – in the Order form or earlier – while registration to the Shop – in the Registration form – the VAT EU Number the VAT EU Number is verified by VIES on each stage of placing an Order and the Client is informed about the result of this verification at latest in the moment of clicking the button “Order and pay”. Purchasing by this Client Products in the Nett Prices of Products (without VAT) is possible only in case of positive verification of the Client's VAT EU Number by VIES.

30. Sending the Order form in which Client earlier marked the required field which confirms his familiarization with the Regulations is equivalent to:

30.1. Declaration of the Client that he got familiarized with the content of the Regulations and that he fully accepts it and that he pledges to follow it,

30.2. Giving the permission for processing the required personal data placed in the order Form to the Seller by the Client for the aims of realization of sales Agreement, including the entities with the cooperation of which the Seller performs the Sales Agreement, and realization of legally justified targets of the Seller.

30.3. Client's announcement that all the information and data given by him in the procedure of placing the Order is true.

31. Comments to the Order added by the Client in the Order form are not binding for the Seller, however the Seller will take them into account considering his possibilities.

32. The Seller reserves the right to verify the data given by the Client in the Order form. The Seller can refuse concluding the Sales Agreement in case of valid filling out the Order form, especially giving the false, incomplete data or other subject's data in this Form. In case of refusing to conclude the Sales Agreement, the Seller will immediately

notify the Client about above mentioned in electronic form on the e-mail given in the Order form, and in case of the Client using the Electronic service Account – also with the help of the Account.

33. In case if Client adds bigger amount of the Products to the electronic basket than actually available in the Shop, the Seller informs the Client about that immediately, not later than in the moment of confirming the placed Order by the Client by clicking the button “Order and pay”. In that case within placed Order the Client will be able to reduce the amount of the Products to the amount that is actually available in the Shop or resign from the purchase of the Products.

34. Orders can be placed during the whole day. In case of placing an Order on Saturday, Sunday or days of public holidays, the running of the agreement terms, which are connected to the realization of the Sales Agreement, will start in first Working day after above mentioned days.

35. Client gets the information about the actual status of the Sales Agreement to given e-mail address, and the Client using the electronic Service Account – also through the Account.

## **V. PAYMENT OF THE SALES PRICE**

36. The payment of the Sales 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 during the process of placing an Order.

## **VI. DELIVERY AND ISSUING PRODUCTS**

37. With the reservation to point 41 below the delivery of purchased Products is realized on the territory of European Union, Norway, Switzerland (excluding enclaves: Busingen and Campione d'Italia), Mexico, United States of America, Canada, Republic of South Africa, Australia and New Zealand and will be made on the address of delivery pointed out in the order Form through the representative of courier company in term of 7 days from the day of acceptance of the payment by the operator of electronic payments.

38. Sales Price is a total Price of Products (Gross or Nett) – with reservation to point 39 below – together with costs of delivery, zone payment and – in case of delivery outside of European Union – costs of custom clearance. Actual cost of delivery together with zone payment and – possibly – with costs of custom clearance is given in the process of placing an Order by the Client through showing the above mentioned costs.

39. In case of Clients having their domicile or registered office within the territory of Poland when the total Price of the products added to electronic basket is higher than 100 euro, the cost of delivery is included in the Price of the Products – Sales Price. In case if total Price of the Products in the electronic basket is less or equal to 100 euro, the delivery is on the Client's cost and the Sales Price is the total Price of the Products with the costs of delivery.

40. Client confirms the delivery on the waybill. Before confirmation the delivery of the shipment the Client should check if the shipment is damaged and then sign the waybill, wherein it's recommended to check also the content of the shipment. In case of finding the damage of the Products or incompatibility in the amount of the shipment you should act according to provisions of the Chapter IX Complaints and Guarantee. Together with the Products the Seller will give the Client all necessary documents including accountant documents.

41. Deliveries of the Products are realized only within the territory on which the Client has his domicile or registered office.

42. Deliveries of the Products are realized only in Working days from 8 a.m. – 8 p.m.

43. The Seller reserves the right to realize the delivery in bigger amount of the packages in case if the size exceeds the size of the euro pallet and/ or when the weight of delivered shipment exceeds 31,5 kg and in case of delivery outside Europe – 20 kg.

44. In case of purchase of a device for treating water installation of a device is

performed by a local technician of the Seller after conclusion of the term of installation with a Client.

## **VII. DUTIES AND RESPONSIBILITY**

45. The Seller will make every effort to provide his services on the highest level and pledges to keep the correspondence in secret and to take measures that keep the server safe from access of unauthorized subjects.

46. The Seller obliges to protect the personal data according to provisions in force, especially the act of protecting the personal data.

47. The Seller reserves the right for temporal turning off the network server for conservational or actualization aims, with which the impossibility to use the Shop because of technical reasons doesn't cross 24 hours at one-time and won't happen more often than once a month.

48. The Client is obliged to use the Shop according to applicable law, provisions of this Regulations, especially not to deliver contents that are unlawful, violating generally accepted social norms or causing disruption of work or overloading the ICT systems to the Shop's website.

49. The Seller doesn't take the responsibility for:

49.1. Lack of the possibility of using the Shop as a consequence of operation of Force majeure;

49.2. Using the Shop or Electronic service Account by the Client which is unlawful or incompatible with the provisions of this Regulations, or for any consequences that result from that;

49.3. Providing an e-mail address or telephone number or password by the Client which he uses for logging in to the third parties;

49.4. Providing password and personal data to authorized person based on the appropriate provisions of the law;

49.5. Lack of transmission or speed of transferring the data which result from the technical limits used by the Client;

49.6. Refusal of financing the purchase of the Products by the third party.

50. In case when Client doesn't remember the password for access to the Account he should use the procedure of reminding the password available in the Shop.

51. In case the Client loses the password for access to the Account or gets to know about unauthorized access to the Account, he should immediately inform the Seller about following by e-mail address [office@zepter.lt](mailto:office@zepter.lt). The reservation is effective from the moment of reaching the Seller in the way he could get familiarized with its content. Until the moment the reservation reaches the Seller, the Seller doesn't take the responsibility for any unauthorized action that was the result of using the Account by the third party with the use of the Client's lost password. In case of lack of exception according to the first sentence above the Seller doesn't take the responsibility for the damage that the Client had sustained because of that except of the damages resulting from intentional guilt or gross negligence of the Seller.

52. In case of reservation which is mentioned in point 51 above the Seller blocks the Account and starts the clarifying procedure within which he does the verification of the action made within the Account after reporting reservation. The Seller immediately informs the Client about the results of above mentioned procedure in electronic way by e-mail address of the Client.

## **VIII. PROCESSING PERSONAL DATA**

53. The administrator of the personal data is the Seller.

54. Personal data is collected voluntary with the aims specified in points 22.2, 23 and 30.2, however giving personal data required by the Seller is necessary to realize the sales Agreement and with the aim to use the Electronic service Account.

55. The Seller declares that the Client which gives his personal data to the Seller has the right to inspect his personal data and to change it, also to control its processing,

especially to: request to make up, actualize, correct personal data, temporal or permanent suspension of its processing or its deleting, if they're incomplete, false or their collection violated the act or they're unnecessary for the realization of the target which they were collected for. In case if Seller processes personal data of the Client in legally justified aim, the Client is authorized to bring written motivated request to stop processing his personal data considering his special situation and in case if the legally justified aim are marketing aims – right to file an objection.

56. The Client has the right to appeal the permissions which are mentioned in point 23 at any time. The Client may cancel the permissions with help of tools provided in the Account and also – in case of permissions mentioned in point 23.2, 23.3 – also with help of tools provided in electronic correspondence received from the Seller.

57. Moreover the Client has the right to cancel the permission mentioned in point 22.2 above in any time, with which it's equivalent to withdrawing from the agreement of performing the Electronic service Account and the lack of possibility for a further use of the Account by the Client. The Client can cancel the permission with help of the tools provided in the Account.

58. In case when the Client of Consumer status is entitled to further going protection of his personal data under his local rules of law the local rules of law shall be applicable to this Client.

## **IX. COMPLAINTS AND GUARANTEE**

59. The Seller is obliged to deliver to the Client the Products void of physical or legal defects. According to the regulations of civil code concerning implied warranty, the Seller is responsible towards the Client if the sold Product has the physical or legal defect.

60. Moreover the Seller (Guarantor) gives the warranty, within which he provides good quality and proper functioning of the Products he sells with exception of excluding the Products or their elements described in the Warranty Card. The content of the Warranty Card is available [here](#).

61. In case of finding the defects of purchased Products in the warranty period or in the period of responsibility of the Seller for the implied warranty, the Client should, according to the regulations that settle the given legal institution which he is about to use, lodge a complaint in one of the service points available in his country of domicile or registered office (the list of offices is available on the Shop's web page and [here](#)) or – in case of unavailability of service points in his country of origin – in one of the Seller (list of offices of the Seller with pointing out the service points is available on the Shop's web page and [here](#)), under the telephone number of Customer Service Bureau or in electronic form on e-mail address [office@zepter.it](mailto:office@zepter.it).

62. Client to start the complaint procedure can use the complaint form made out according to the pattern available on the Shop's web page and [here](#), as well as in the service spots of the Seller. In case if Client doesn't use the complaint form which is mentioned in the previous sentence, it's recommended for the Client to form the complaint application in the way it would make it possible for the Seller to consider the complaint. Requirements pointed out in the previous sentence – in case of Consumer – have only the form of recommendations and their omission doesn't affect the efficiency of the submitted complaint. The Client should deliver defected Products on the cost of the Seller: (i) to the nearest service point if it is available in his country of origin (ii) to the nearest service point of the Seller – in case of unavailability of service points in his country of origin, (iii) send it by a courier shipment directly to the address of the service point – in case of its availability in the Client's country of origin or- in case of their unavailability – directly to Central Service of Seller, after previous telephonic settlement with the Seller about the term of reception of the shipment.

63. After settling the complaint the Client is obliged to collect the Product on the cost of the Seller, but not later than 14 days from receiving the first call for collection, which he receives from the Seller according to chosen form of contact settled during applying for complaint.

64. The Seller is obliged to inform the Client about non-recognition of the complaint

within 14 days from the day of receiving the complaint application. In case of recognising the justness of the complaint applied by the Client, the term of settling the complaint is 21 days from the day of providing the complaint items to the Seller, unless the parties settle other rational term which doesn't cause excessive discomfort for the Client.

## **X. WITHDRAWING FROM THE SALES AGREEMENT**

65. The Consumer has the right to withdraw from the sales Agreement without giving any reason within 14 days from the day of reception of the Products. To take the advantage of the above mentioned right of withdrawal Consumer should send the declaration of the withdrawal to the address: UAB „Zepter International“, A. Gostauto g. 40A, LT-03163 Vilnius in the above mentioned term with a note on the envelope - however only to improve the withdrawal procedure – „Withdrawal“. In case of disclosing such a possibility by the Seller the Consumer has a right to withdraw from the Sales Agreement also by using electronic means. It's enough to send the declaration before the end of the term to keep it.

66. The Consumer can use the pattern number 2 below, but it's not necessary.

67. The right of withdrawal from the Sales Agreement doesn't belong to the Consumer regarding the Sales Agreements in which the objects of performance are the Products delivered in sealed package (ex. coffee, cosmetics or food supplements) if the package was open after the delivery of the Product, and for the hygienic reasons or the reasons of healthcare this Products cannot be returned after opening the package.

## **XI. RETURNS**

68. In case if Consumer uses the legal right to withdraw from the sales Agreement the parties are obliged to return the mutual consideration within 14 days counted from the day of receiving the declaration of withdrawal by the Seller. Consumer is obliged to return the Products to the Seller at his own expense, and in case of the Products which are mentioned in point 67 above, the Consumer is obliged to return it in sealed package. The Seller can suspend from returning the payment until receiving the Products back or delivering the proof by the Client that he sent them, depending on which event happens before.

69. The Seller will make the return of the payment with the use of the same way of payment that the Consumer used in the first transaction (cash, transfer) unless the Consumer clearly accepts other form of return. The Consumer shall not incur any costs in connection with the above-mentioned refund.

## **XI. COMPLAINT PROCEEDINGS CONNECTED TO THE SHOP FUNCTIONING**

70. The Client can make written complaints connected to the Shop functioning on the Seller's address: UAB „Zepter International“, A. Gostauto g. 40A, LT-03163 Vilnius or in electronic form on the e-mail address: *office@zepter.lt*.

71. In complaint application the Client is recommended to point out the name and the surname or the company and contact information, as well as the description and pointing out the reason of the complaint. Requirements pointed out in the previous sentence have only the recommendation form and their neglecting won't effect on the efficiency of submitted complaint.

72. The Seller is obliged to settle the complaint within 14 days from receiving the complaint application.

## **XII. FINAL PROVISIONS**

73. The Seller reserves the right for changing the Regulations in case of changing the provisions of the law or to improve the functioning of the Shop and also for protection of Client's rights and preventing abuses.

74. All the changes of the Regulations become effective with the term described in

point 76 and 77 below.

75. The Seller will publish the new Regulations on the web pages of the Shop, which will enter into force in 14 days from the day of its placing. The Clients registering in the Shop in the period between the publication of the new Regulations and its entering into force will be obliged – during the process of registration – to get familiarized with and to accept the Regulations that is in force in the moment of registration and the new Regulations.

76. In case of Clients using the electronic Service Account the Seller will send to these Clients the new Regulations together with a request of confirmation in electronic form on the e-mail addresses given by the Clients in the registration Form. New Regulations come into force in 14 days from the day of sending the Regulation by the Seller according to the previous sentence. In case of not accepting the new Regulations the Client is obliged to immediately, not later than in 14 days from the date of its receiving, make a declaration to the Seller with help of communicational tools that he doesn't give the permission for a new Regulations, which is equivalent to the resignation from the Account. It's considered that the ineffective end of the term to make a declaration which is mentioned in the previous sentence is equivalent with the acceptance of the new Regulations by the Client.

77. Changes of the Regulations don't concern the Order forms which where effectively sent to the Seller by the Clients appropriately – according to point 30.1 before entering into force of the new Regulations.

78. All the notifications sent by the Parties in electronic form will be sent on the last e-mail address given by the Party according to the Regulations.

79. Information in the Shop that concern the Products (together with Prices of the Products) aren't the trade offer in the meaning of article 66 of Civil Code, but they are the invitation to concluding the agreement described in article 77 of Civil Code. The Seller reserves the right to change the Products assortment available in the Shop as well as changes of the Prices of the Products, with which the changes don't concern the Orders effectively placed before their changing.

80. In matters not covered by this Regulations the rules of law being in force within the territory of Poland shall be applicable, with the reservation to the Consumers to which the rules being in force within the territory of their domicile shall be applicable.

81. Any dispute coming out of this Regulations or related to it shall be settled by the general court proper to the seat of Seller, with the reservation to disputes with Consumers that shall be settled by the court proper to the place of Consumer's domicile.

82. In the event there is a conflict between this English version of the Regulations and a translated version this English version shall prevail.

83. The Seller declares that he's the member of Polish Association of Direct Sales and as a member of this association is obliged to comply with the Direct Sales Code which the Client can get familiarized with on the web page of the association under the address: [www.pssb.pl](http://www.pssb.pl).

84. The Consumer has the possibility to use non-judicial ways to settle complaints and pursuing claims. Detailed information concerning this procedures and the rules of using them are available in the seats and on the websites of regional and European institutions of protecting consumers and social organisations which statute tasks is to protect Consumers. In case of launching European internet platform for handling disputes on-line Consumers would be able to use also this form of non-judicial ways of handling disputes and pursuing claims.

85. This regulations enter into force with the day 27.10.2015.

#### **Pattern nr 1**

### **SPECIMEN AGREEMENT OF PERFORMING ELECTRONIC SERVICE ACCOUNT WITHDRAWAL FORM**

(the form needs to be filled in and sent only in case of the will to withdraw from the Agreement of performing Electronic service Account)

.....  
(Name and surname of the Consumer)

UAB „Zepter International“  
A. Gostauto g. 40A, LT-03163 Vilnius

.....  
(Consumer's Address)

By following I inform about my withdrawal from the Agreement of performing Electronic service Account concluded on .....

.....  
(Location, date)

.....  
(Consumer's signature)

**Pattern nr 2**

**SPECIMEN SALES AGREEMENT WITHDRAWAL FORM**

(please fill in the form and send it back only if you wish to withdraw from the Sales Agreement)

.....  
(Full name of the Consumer)

UAB „Zepter International“  
A. Gostauto g. 40A, LT-03163 Vilnius

.....  
(Consumer's address)

I hereby inform of my withdrawal from the Contract no. .... concluded on ..... (date).

.....  
(Place, date)

.....  
(Consumer signature)