

GENERAL TERMS & CONDITIONS

These are the terms and conditions (“**Conditions**”) of Zielinski & Rozen Europe B.V. (“**Zielinski & Rozen**” or “**we**”). The Conditions apply to all orders placed by you with Zielinski & Rozen via our webstore on <https://zielinskiandrozen.com/> (“**Website**”). “**You**” means you the customer. By placing an order, you agree to the applicability of these Conditions to the contract entered into between you and Zielinski & Rozen.

The Conditions explain your rights and obligations in connection with your order of products via the Website. Please read these Conditions carefully before placing any orders on the Website. We recommend you should keep a copy of the Conditions for future reference.

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1. Information about Zielinski & Rozen

- 1.1 Zielinski & Rozen is a private limited liability company incorporated in the Netherlands. The contact details of Zielinski & Rozen are:

Zielinski & Rozen Europe B.V.
Pieter Braaijweg 213
1114 AJ Amsterdam
The Netherlands

E-mail address: customercare@zielinskiandrozen.com

Chamber of Commerce number: 84291036

VAT registration number: NL863160578B01

2. Eligibility to purchase

- 2.1 In order to make a purchase on the Website, it is important that you correctly and completely provide your details, such as your name, your e-mail address, shipping address and payment details in accordance with the instructions. You are responsible for the correctness of the details provided by you. Zielinski & Rozen reserves the right to refuse your order if you provide incorrect details. Zielinski & Rozen will use the details supplied by you only in the manner as indicated in the **Privacy Statement**.
- 2.2 To place an order with Zielinski & Rozen you must be at least 18 years old, be a consumer (not a reseller) and possess a valid credit or debit card issued by a bank acceptable to us. Parental or guardian consent is required for customers under the age of 18.
- 2.3 Products purchased by the consumer are for personal or gift use and should not be re-sold, used for commercial purposes or any other commercial benefit. In addition, Zielinski & Rozen reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

3. Products

- 3.1 We aim to describe the item(s) on the Website as correctly as possible. However, as a result of different image acquisition, display technologies or other technical reasons, minor differences in colour and other variations in item(s) are possible. Zielinski & Rozen cannot be held responsible for any such discrepancy.
- 3.2 All products will remain the property of Zielinski & Rozen until you have paid all amounts owed to us in full under any agreement, including the payment of costs, earlier or later deliveries or partial deliveries. You may not sell, dispose of or encumber any product before full title thereof has passed to you.

- 3.3 We draw your attention to the instructions for use, printed on the labels of the products. We are not liable for any damage resulting from incorrect handling of products, including handling contrary to the instructions.
- 3.4 We ensure that our products are rigorously tested and comply with the relevant product safety standards and regulations. In addition, EcoMundo (Paris office) acts as our responsible person and makes sure that, for all our cosmetics, we comply with the European Cosmetic Regulation.
- 3.5 In case of a limited edition or limited production, extra restrictions such as limiting the number of such products per customer may apply. These extra restrictions will be made known to you via the Website.
- 3.6 All products shown on the Website are subject to availability. This means that, although we strive to ensure our Website reflects the availability of stock, a product shown on the Website may no longer be available for purchase.

4. Orders

- 4.1 All orders are subject to acceptance and availability, and items in your shopping bag are not reserved and may be purchased by other consumers.
- 4.2 Once you have checked out and have received your order confirmation email, neither you nor we will be able to make any changes to your order, so please make sure that everything is correct.

5. Pricing

- 5.1 Prices shown on the Website are in euros and inclusive of VAT at the applicable rate. The euro price of a product displayed on the Website at the time the order is accepted will apply, except in cases of obvious errors.
- 5.2 Local charges (e.g. customs duty, sales tax) may apply, depending on your region and local customs duties. These charges are at your own expense.
- 5.3 The prices shown on the Website are subject of change in response to currency exchange rate changes, markdowns and other commercial factors. However, prices as shown on the Website may not differ from prices that appear once you have clicked on a product you intend to buy. Similarly, prices of a product may not change once you initiate the ordering process for such product.
- 5.4 We always try to ensure that all prices on the Website are accurate, however errors may occur. If we discover an error in the price of any item(s) which you have ordered, we will notify you by email about the price change and give you the option to reconfirm your order at the correct price or cancel the order. If we are unable to contact you, your order will be cancelled. If you have already paid for the goods, we shall refund the full amount as soon as we are able. In the

event that products are recalled in transit, we will process your refund once the products have been returned to us.

6. Acceptance of your order

- 6.1. When you place an order on our Website, we will send you an order confirmation email. This confirmation email is an acknowledgement that we have received your order, but it is not an acceptance of your order.
- 6.2. All orders placed by you are subject to acceptance by us. Unless you cancel your order, acceptance of your order and completion of the contract between you and Zielinski & Rozen will be completed when we email you to confirm the goods have been dispatched.
- 6.3. We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item or shipping address, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set out within the Conditions.
- 6.4. To the extent permitted under applicable (consumer) law we will not be liable to you or any third party by reason of (i) our withdrawing any products from the Website whether or not those products have been sold, (ii) removing, screening or editing any materials or content on the Website, (iii) refusing to process a transaction or (iv) unwinding or suspending any transaction after processing has begun.
- 6.5. If we are unable to deliver in accordance with the terms in the confirmation email, we will contact you and give you the opportunity to cancel the order. If we have already received payment, we will refund you the amount.

7. Payments

- 7.1. We accept several methods of payment via our payment provider including iDeal, Visa, MasterCard, American Express, Bancontact, Apple Pay, Klarna, Bank transfer (SEPA), P24, PostPay, Cartes Bancaires and PayPal, and any other methods which may be clearly advertised on the Website from time to time.
- 7.2. We make use of sufficient technical and organizational measures to prevent unauthorised access to card details. We do not store card numbers after the transaction has been completed. For more information you can take a look at our Privacy Statement.
- 7.3. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to, or does not for any reason, authorise payment, then you will be notified immediately at the checkout. In such case, we will not be liable for any delay or non-delivery.

- 7.4 Where we elect, or are required by applicable law, to issue or make available an invoice, we reserve the right to issue or make available electronic invoices and you agree to such form of invoicing.
- 7.5 Promotion codes are non-transferable and there is no cash alternative. Furthermore, they cannot be used in conjunction with any other promotion code or offers and must be redeemed by the date published, if provided.

8. Right to withdrawal and return

- 8.1 You have the right to withdrawal within 14 days without giving any reason. The withdrawal period will expire 14 days from the day after the day on which you (or someone you nominate, other than a carrier) receives the last of the goods. In the case of partial deliveries, this period starts as soon as you have received the last item from your order.
- 8.2 We do not exchange products. If you wish to exchange a product, you will need to return your purchase for a refund and place a new order.
- 8.3 To the extent permitted under applicable (consumer) law, we can exclude the following products from the right of withdrawal, but only if we have clearly stated this in the offer on our Website, at least in time for the conclusion of the agreement, and confirmed this in the confirmation e-mail we send you:
- a. products that cannot be returned due to their nature;
 - b. products that are clearly personal in nature; and
 - c. products that are sealed and are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery.
- 8.4 To exercise your right to withdrawal, you must give us a formal written notice of withdrawal of your order by e-mail to: customercare@zielinskiandrozen.com. You may also use the **Withdrawal form**, but it this is not mandatory.
- 8.5 All goods must be unused. All original packaging with pricing, labels and tags must be intact. No tape is to be attached to the product(s) or the item(s) packaging. All item(s) must be returned in a box to protect their form. Returns that do not meet our policy will not be accepted and will be returned to you.
- 8.6 We will issue you with a full refund excluding the shipping cost paid by you. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you (such as but not limited to use of the goods).
- 8.7 We will make reimbursement without undue delay, but not later than:
- (i) 14 days after the day we receive back from you any of the goods supplied; or
 - (ii) (if earlier) 14 days after the day you provide us with evidence that the goods have been returned; or

(iii) if no goods were supplied, 14 days after the day on which we are informed about your withdrawal.

- 8.8 We will make reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the re-imbusement.
- 8.9 In the event that we have sent goods to you and you have cancelled your order, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. If we do not receive back the goods, we may arrange to have them collected from you at your cost.
- 8.10 We shall bear the reasonable costs of returning if you are following our return instructions.

9. Delivery

- 9.1 We offer a range of delivery options, among which you can choose the one that best suits your personal needs. Specific terms and conditions, and different delivery charges, may apply to the various delivery options. Please find exhaustive details in our **Shipping Statement**.
- 9.2 We provide shipping within the EEA. The exact shipping rates depend on your order amount and/or the country to which your order is being shipped.
- 9.3 All packages have a tracking number so the package can be tracked. This tracking number will be shared in the shipping confirmation email. Please note such tracking information is hosted by the courier's website, which is not controlled by us.

10. Damaged or defective item(s)

- 10.1 Zielinski & Rozen warrant towards consumers that the products sold on its Website are in conformity with customer expectations pursuant to applicable law. The warranty period may vary depending on the statutory law of the country where the item is shipped or where you as a consumer are located.
- 10.2 If we fail to fulfil our part of the sales contract, consumers may, subject to the conditions and restrictions of applicable law, ask for a repair, replacement, refund or rescission of the contract. We do not refund, repair or replace products:
- obtained from a source other than the Website of Zielinski & Rozen;
 - that have been damaged by abuse or negligence (e.g. exposure to chemicals, caustic substances, open flame, high heat, sharp object, etc.); and/or
 - that have been damaged by misuse or activities other than the intended purpose.
- 10.3 Life expectancy of any product depends on the individual usage of the product and the conditions of use. Products damaged by normal use or that have exceeded the reasonable lifespan of the product are not replaced.

- 10.4 If you believe you have a warranty claim concerning an online purchase, please contact our customer service by e-mail to: customer@zielinskiandrozen.com . Please include in this e-mail your original order number, photos of the suspected fault and a brief description of the claim. Our customer service will assess the warranty claim. If our customer service determines that you have a valid claim, then, without prejudice to your right to rescind the contract, the item(s) will be refunded or if possible replaced (based upon availability).

11. Website use

- 11.1 Occasionally there may be information on our Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges or availability. At any time and without prior notice, we reserve the right to correct any errors, inaccuracies or omissions; change or update information; or cancel orders in cases of obvious errors.
- 11.2 You agree that you will be personally responsible for your use of this Website and for all of your communication and activity on and pursuant to this Website. If we determine that you are or have been engaged in prohibited activities, were not respectful of other users, or otherwise violated the Conditions, we may deny you access to this Website on a temporary or permanent basis.
- 11.3 We do not promise that the functional aspects of the Website or the content will be error free or that this Website, the content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the internet ensure they have up to date virus checking software installed.

12. Intellectual property rights and content

- 12.1 All elements on the Website are owned by or licensed to Zielinski & Rozen and its affiliates. All elements of the Website including (but not limited to) the general design and the content, can be protected by copyright, moral rights, design rights, database rights, trademark and under other laws relating to intellectual property rights. Any reproduction or redistribution of these elements is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution, both online and offline, is expressly prohibited.
- 12.2 This Website is for your personal non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, data mine or sell any content, software, products, or services contained within this Website. You may not use this Website, or any of its content, to any further commercial purpose, including any advertising or advertising revenue generation activity on your own Website.

13. Third parties

- 13.1 On our Website you may find third party links that direct you to third party websites which are not affiliated with us. We are not responsible for these links or for any loss or damage that may arise from use of them. These websites have their own separate terms and conditions as well as privacy policies. Zielinski & Rozen is not responsible and cannot be held liable for the content and activities of these websites.

14. Privacy

- 14.1 Zielinski & Rozen fully respects the privacy of individuals who access and use the Website. For details on the manner in which we use cookies, the type of information we collect, how and for what purpose, we use your information and under what circumstances we disclose information please see our **Privacy Statement** and **Cookie Statement**.
- 14.2 By placing your order, you agree that we may store, process and use your personal data for the purposes of processing your order. We will process your information in accordance with our Privacy Statement.

15. Liability

- 15.1 Website disclaimer. Zielinski & Rozen is excluded from all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including any direct, indirect, punitive or consequential loss or damages) and whether in tort (including negligence), contract or otherwise in connection with: (i) this Website , (ii) the use, inability to use or the results of use of this Website, (iii) any websites linked to this Website or the material on such linked websites, and (iv) any information on this Website. Your sole and exclusive remedy for any of the foregoing is to discontinue your use of the Website.
- 15.2 Limitation of liability regarding sale of products. To the extent permitted under applicable (consumer) law, you agree that: (i) Zielinski & Rozen shall not be liable for any indirect or consequential damage arising in relation to these Conditions and (ii) the maximum aggregate liability of Zielinski & Rozen for direct damages in relation to these Conditions shall not exceed EUR 100. Nothing in these Conditions excludes or limits any person's liability for death or personal injury arising from their own negligence, nor any person's liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law. Nothing in these Conditions affects your statutory rights as a consumer such as your right of return and rights to a free guarantee for faulty goods.
- 15.3 We are not responsible for failure to meet any of our obligations under the Conditions where such failure is due to events beyond our reasonable control.

16. Miscellaneous

- 16.1 Clause headings are for convenience only and do not affect the interpretation of these Conditions.
- 16.2 Any failure or delay by us in enforcing (in whole or in part) any provision of these Conditions will not be interpreted as a waiver of our rights or remedies.
- 16.3 You may not transfer any of your rights or obligations under these Conditions without our prior written consent. We may transfer any of our rights or obligations under these Conditions to any of our subsidiaries or affiliates or any third party designated by Zielinski & Rozen.

17. Applicable law and jurisdiction

- 17.1 Dutch law applies to the Conditions and the contract entered into by you and Zielinski & Rozen, with the exclusion of the UN Convention on the International Sale of Goods, without prejudice to any other mandatory consumer protection regulation prevailing in your country of residence.
- 17.2 Any dispute will be submitted to the exclusive jurisdiction of the District Court in Amsterdam or the competent court of the place where you domiciled or resident.

18. Changes to this information

- 18.1 Zielinski & Rozen reserves the right, in our sole discretion, to change the Conditions at any time without notice. Changes will be posted on our Website, with indication of the date of its last update. If you continue visiting the Website you will automatically be bound by the amended Conditions. We therefore advise to check these Conditions on a regular basis. Please note that the Conditions that apply to your order are always the conditions in effect as of the time you place your order, and not a later version.

19. Complaints

- 19.1 Zielinski & Rozen strives to deliver only the highest possible quality in regards its products and services. However, should you unexpectedly have any complaints, you may send them by mail or e-mail to:

Zielinski & Rozen Europe B.V.
Pieter Braaijweg 213
1114 AJ Amsterdam
The Netherlands

E-mail address: customercare@zielinskiandrozen.com

20. Contact customer service

If you experienced problems or have any questions or comments regarding a product or purchase, the Website or these Conditions, or if you simply need after-sale assistance, please contact our customer service.

E-mail: customercare@zielinskiandrozen.com