

# TERMS AND CONDITIONS

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## A. DEFINITION OF TERMS

### Terms and Conditions

The present General Terms and Conditions (hereinafter referred to as "**GTC**") lay down the rights and obligations of Contracting Parties regarding the use of Dermacol Online Store at [www.eu.dermacol.cz](http://www.eu.dermacol.cz).

GTC form an integral part of the purchase contract concluded by and between Dermacol, a.s., as the Seller, and the Customer as the Buyer when products are sold via Dermacol Online Store at [www.eu.dermacol.cz](http://www.eu.dermacol.cz). The purchase contract is concluded in the English language.

### Seller and Dermacol Online Store operator

The Seller and operator of Dermacol Online Store at [www.eu.dermacol.cz](http://www.eu.dermacol.cz) (hereinafter referred to as "**Dermacol Online Store**") is Dermacol, a.s., (hereinafter referred to as the "**Seller**").

Trade name: Dermacol, a.s.  
Registered office: Výtvárná 1023/4, Prague 6, ZIP 161 00  
Company ID: 24766208

Registered in the Companies Register: The company is registered in the Companies Register kept by the Municipal Court in Prague, Section B, Insert 16659.

### Contact Information

- Postal address: Dermacol, a.s., Letiště Brno - Tuřany 947/7, 627 00 Brno - Tuřany
- E-mail: [eshop@dermacol.cz](mailto:eshop@dermacol.cz)
- Telephone: +420 232 23 23 23

## Customer

The Customer is exclusively the user of Dermacol Online Store who is a consumer. The consumer is a natural person not acting within its own trade or other business activities or within its independent practice when concluding a purchase contract (hereinafter referred to as the "**Consumer**").

Dermacol, a.s. does not conclude purchase contracts with business persons via the e-shop.

## B. ORDER AND PURCHASE CONTRACT CONCLUSION

1. All orders that are submitted by Customers who are Consumers via the Dermacol Online Store are binding. The offer of goods in the Dermacol Online Store is only intended for Consumers, i.e. natural persons who are not purchasing the goods in connection with their business activities. By submitting an order the Customer confirms that it has read and agrees with the present Terms and Conditions as well as the Complaints Handling Procedure.
2. The purchase contract shall be concluded by the Customer's submitting of an order and the Seller's receipt of the order. The Seller shall promptly confirm the receipt of the order to the Buyer by an informative e-mail sent to the e-mail address specified by the Customer.
3. The purchase contract (including the agreed price) may be amended or cancelled only by agreement of both Contracting Parties, for the reasons stated in the present Terms and Conditions or on legal grounds.
4. The online order is valid subject to the completion of all data and essentials stipulated in the form.
5. The place of delivery of the goods shall be the address specified by the Customer on the order form.
6. The title to the goods shall be passed to the Customer upon the takeover of the goods and payment of the purchase price.
7. By completing the registration form or a binding order via Dermacol Online Store the Customer gives the Seller its consent to the collection and archiving of personal data regarding the Customer and its purchases within the meaning of Section F – Personal Data Protection.
8. The Customer shall receive an informative e-mail sent to the e-mail address it specified, confirming the receipt and submitting of the order.
9. Prices and Discounts - All prices in Dermacol Online Store are final prices including VAT. All prices including promotional prices and offers are valid until further notice or until stocks are exhausted. The Seller shall ensure the published offer is up-to-date without undue delay. Discounts in special offers and possible personal discounts cannot be combined or added to other types of discounts unless specified otherwise. Dermacol hereby informs its Customers that it is registered under the OSS (One Stop Shop) scheme and therefore only pays VAT in one EU Member State, namely the Czech Republic.
10. Order cancellation – The Customer can cancel its order by e-mail or phone within 24 hours from the creation of the order. The Customer must specify the order number and its contact details. The Customer shall receive

an informative e-mail to the address it specified on the registration form or on the order form, confirming the cancellation of the order.

11. The Seller is entitled to withdraw from the purchase contract within 24 hours from the delivery of the Customer's order under the following circumstances:
  - the ordered goods are not in stock, are no longer manufactured or are not available for another reason,
  - the manufacturer has dramatically increased the price of the ordered goods which are not in stock at the supplier,
  - the ordered goods – the same type, model – have long been subject to complaints due to defects.

Should any of the above circumstances arise, the Seller shall contact the Customer and offer an alternative product to the Customer.

12. The Seller is also entitled to withdraw from the purchase contract (cancel the order) if it reasonably suspects that there has been an abuse or an attempt to abuse the Beauty Club (Klub Krásy) bonus programme or any other bonus programme by the Customer or through the Customer's account or the Customer's data (this includes, without limitation, cases of suspected unauthorised use of benefits by the same person under a different identity or a different phone number/email, etc.). For the same reasons, the Seller is also entitled to block the Customer's account or identification data. In the event of withdrawal from the purchase contract (cancellation of the order) or blocking of the Customer's account or data pursuant to this paragraph, the Customer may contact the Seller via the e-mail address [eshop@dermacol.cz](mailto:eshop@dermacol.cz) to discuss any further action or, where relevant, to renew the account, the order, etc. In cases under this paragraph, the Seller is also entitled to contact the Customer in order to verify the Customer's identity or the data entered during registration.
13. The costs of communication means (internet, telephone, etc.) necessary to submit the order shall be at a normal rate, entirely dependent on the rates of telecommunication services used by the Customer.

## C. DELIVERY TERMS

If the goods are delivered by a courier company, the following company shall be used: Zásilkovna s.r.o., having its registered office at Českomoravská 2408/1a, Prague 9, Company ID: 28408306 (hereinafter referred to as the "**logistics partner**"), and its international partners (hereinafter referred to as "**courier companies**").

The Customer shall be informed on the postage amount when creating the order in the online store.

The Customer acknowledges that:

1. The ordered goods will be delivered by the logistics partner.

2. The ordered goods will be dispatched usually within 2 working days following the receipt of the order or following the receipt of the payment (in case of payment by bank transfer and by payment card via the Internet) if the goods are in stock.

The Seller shall always inform the Customer by e-mail that the goods have been sent. If the ordered goods are not in stock, the Seller shall contact the Customer by e-mail and suggest next steps, e.g. other supplies, extended delivery term. In such a case the Customer is also entitled to withdraw from the contract.

In exceptional situations the delivery term may be extended and the Customers shall be informed on such a case when creating their order.

3. The Customer is not entitled to request forwarding (the so-called reshipment) of a dispatched parcel to another address.
4. Transport, delivery method, delivery notice method, date and place of takeover of the shipment shall be in accordance with the terms and conditions of courier companies.
5. A tax document shall be included in the shipment and serves as a warranty card.
6. Refused or undeliverable shipment is returned to the Seller within 7 working days following the first attempt to deliver it to the Customer. If the Customer does not take the shipment over at the address it specified and the shipment is returned to the Seller, the Seller is entitled to withdraw from the contract. In such a case the Seller is entitled to set off the amount of costs paid by the Customer for the delivery of the goods unilaterally in order to cover damages the Seller incurred due to the Customer's failure to comply with its obligation to take the goods over (without prejudice to the Seller's right to claim damages incurred by the Seller in excess of the amount of delivery costs). Subject to the consent of the Customer, the Seller shall redeliver the goods to the Customer; however, it shall do so at the expense of the Customer and following the payment of such costs. The same applies if the first attempt to deliver the goods was not paid by the Customer (free delivery bonus, etc.).

**Payment method:**

- **Bank transfer** – the Customer shall pay the purchase price by bank transfer to the bank account of the Seller: **2301783095/2010 FIO BANKA, IBAN: CZ772010000002301783095, BIC: FIOBCZPPXXX**. After the order is submitted, bank transfer information is shown, i.e. amount, account number, payment reference number (the so-called variable symbol). The information is also sent to the Customer in the order confirmation e-mail. When the payment is made, the money is credited to the Seller's account usually within 1–3 working days. The goods are dispatched within 2 (two) working days after the respective amount (price of the goods) is credited to the bank account of the Seller (if in stock). The Customer does not make any payment when taking the goods over from the carrier. If the Customer does not pay the price of the goods without undue delay after submitting the order and fails to do so after being requested by the Seller, the Seller is entitled to withdraw from the contract.

- **Payment card** – the Customer shall pay the purchase price by a VISA, VISA Electron, Maestro or MasterCard payment card. When accepting payment cards the company uses the 3D-Secure solution. When the payment is made, the goods are usually dispatched within 2 (two) working days (if in stock).

## D. COMPLAINTS AND WARRANTY

1. Possible complaints shall be handled in compliance with the Complaints Handling Procedure of Dermacol Online Store and the Czech legislation.
2. Complaints regarding the goods can be submitted to the Seller in compliance with the provisions of the Complaints Handling Procedure mentioned below.
3. The goods are covered by a warranty period relevant to the nature of the goods. The warranty period is specified on the packaging of the product. If the warranty period is not specified on the packaging of the product, it shall be 24 months.
4. The Customer acknowledges that with respect to the nature of the sold goods (cosmetic products), the goods must be stored at 5–25°C.
5. Complaints shall be governed by Act No 89/2012 Coll., Civil Code, and in addition to that by Act No. 634/1992 Coll., on Consumer Protection, having regard on the clarification in the Complaints Handling Procedure.

## E. WITHDRAWAL FROM THE PURCHASE CONTRACT (RETURNED GOODS)

When the Customer submits an online order, a contract is concluded by means of distance communication. The Customer is entitled to withdraw from the contract concluded by means of distance communication within the period of 14 days following the takeover of the goods without giving any reason. The withdrawal period begins on the day following the day of acceptance of the goods by the Customer.

Should the Customer decide to withdraw from the contract, it shall notify the Seller of its decision by means of a clear statement (e.g. a letter sent by post or e-mail) and it can use a standard contract withdrawal notice (see download link below).

In case the goods were delivered by courier companies, the Customer shall send its contract withdrawal notice to the following address: Dermacol, a.s., Letiště Brno - Tuřany 947/7, 627 00 Brno - Tuřany.

Should the Customer decide to exercise its right to withdraw from the contract, it shall send the contract withdrawal notice within the withdrawal period of 14 days.

In case of contract withdrawal the Customer shall bear the costs of returning the goods to the Seller. The Seller shall refund the purchase price and the costs of returning the goods paid by the Customer in the amount equivalent to the costs of delivery by the least expensive means offered by the Seller. The goods must be returned with all documents including the invoice. Alternatively the existence of the purchase contract must be clearly proven otherwise. The Seller is not obliged to refund the payment to the Customer before the goods are delivered by the Customer to the Seller's contact address specified above.

The Customer has to return the goods complete, free from damage, clean, in an intact original packaging, in the same condition and value as when received, including a complete documentation. If the returned goods are incomplete, used or damaged, the Seller is entitled to reduce the refunded purchase price by an amount equal to the costs of restoration of the goods to the original condition and the amount of resulting damage to the goods. The payment for the returned goods shall be refunded to the Customer within the period of 14 days of the entry into force of the contract withdrawal by bank transfer to the account the Customer specified in writing.

Considering the nature of goods sold in Dermacol Online Store (cosmetic products), it shall be emphasized that it is not possible to withdraw from the contract of purchase of goods in a sealed package if such goods were taken from the package by the Customer and the goods cannot be returned for hygienic reasons.

If the goods are accompanied by gifts, the gift contract between the Seller and the Customer shall be concluded on condition that should the Customer exercise its right to withdraw from the contract in accordance with Article 1829 of the Civil Code, the gift contract becomes void and the Customer is obliged to return any gifts it received with the returned goods.

When withdrawing from the contract regarding goods paid by a bonus voucher, the Customer is not entitled to have the bonus points returned. Bonus point usage is governed by the Incentive Programme Rules.

## **F. PERSONAL DATA PROTECTION**

Dermacol processes personal data of all its customers in compliance with applicable law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and Act No 480/2004 Coll., on certain information society services, as amended. More information on personal data processing and protection can be found the Personal Data Protection Information Notice.

## G. ALTERNATIVE DISPUTE RESOLUTION

In case of a dispute related to the purchase contract between the Customer and the Seller which cannot be solved by mutual agreement, the Customer can propose alternative dispute resolution before the following alternative consumer dispute resolution body:

### **Česká obchodní inspekce**

Ústřední inspektorát - oddělení ADR

Štěpánská 15

120 00 Praha 2

E-mail: [adr@coi.cz](mailto:adr@coi.cz)

Web: [adr.coi.cz](http://adr.coi.cz)

The Customer can also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

## H. FINAL PROVISIONS

1. An integral part of the present Terms and Conditions shall be the Complaints Handling Procedure. The Terms and Conditions and the Complaints Handling Procedure are available on the Dermacol Online Store website at [www.eu.dermacol.cz](http://www.eu.dermacol.cz) and the Customer can download, store and reproduce applicable versions of these documents.
2. By submitting an online order the Customer fully and unreservedly accepts all provisions of the Terms and Conditions valid and effective as of the date of submitting the order.
3. The Seller reserves the right to unilaterally amend GTC and it is obliged to publish the full version of GTC in force on the Dermacol Online Store website.
4. All legal relationships related to the purchase contract or the use of Dermacol Online Store at [www.eu.dermacol.cz](http://www.eu.dermacol.cz) shall be governed by Czech legislation and any disputes arising from such legal relationships shall be decided by Czech courts.
5. All wishes, suggestions or complaints customers may have shall be sent to the Seller's postal or e-mail address specified in Section A of GTC under "Contact Details".
6. Business activities of the Seller are supervised by the following regulatory body: Česká obchodní inspekce, Inspektorát pro Středočeský kraj a Hl. m. Prahu, Štěpánská 567/15, Praha 2, 120 00.

*The Terms and Conditions shall become valid and effective on 1 January 2023.*