

L'Occitane Online Shop at <http://www.loccitane.pl> is run by L'Occitane Polska Sp. z o.o., with its registered office in Warsaw, at ul. Poleczki 21A, which is entered into the register of entrepreneurs held by the District Court for the capital city of Warsaw in Warsaw, 13<sup>th</sup> Commercial Department of the National Court Register under the number KRS 0000034064, share capital of PLN 3'754'000 paid in full, tax identification no. NIP: 525-21-78-266, REGON state statistical no.: 016261811.

Glossary:

**Shop** – the online shop at <http://www.loccitane.pl>, selling merchandise available in its offer via Internet;

**Working day** – All week days, from Monday to Friday, with the exception of public holidays;

**Order shipping time** – Time in which the Shop will assemble contents of the order and ship it with the Customer's chosen mode of delivery.

**Customer** – A natural or legal person making purchases in the Shop and possessing a Customer's Account.

**Customer's Account** – Database of Customer's contact information (used for order shipping), history of orders, settings for various Shop functionalities, payment information (including overpayment information);

**Bank transfer** – Payment executed by the Customer via an online or regular bank account, or at the post office;

**Electronic transfer** – Payment executed by the Customer online via a bank account, via Platnosci.pl system or other online payment systems;

### **Order making and realisation**

1. The Shop sells goods via Internet. Information about available merchandise can be found at <http://www.loccitane.pl>
2. Orders are submitted via the <http://www.loccitane.pl> website. The Customer will be sent an e-mail confirming that the order has been received by the Shop.
3. By submitting an order, the Customer is concluding an agreement of sale with the Shop for the goods the Customer has ordered.
4. In each order, the Customer selects:
  - a. goods that he/she wants to purchase
  - b. mode of delivery, as well as provides the address of delivery and for the invoice (the two addresses may vary)
  - c. mode of payment

The order will be executed provided that the selected goods are available (either in stock or available from the Shop's suppliers). If some of the ordered goods are not available, the Customer will be informed about the order's status and will be able to choose one of the possible resolutions of the situation (partial realisation or cancelation of the order).

5. If the ordered goods are not available (none in stock and not available from the Shop's suppliers) and the order cannot be realised, the Shop may retract from the agreement of sale within 30 (thirty) days from its conclusion. If the estimated Order shipping time exceeds 30 (thirty) days, the Shop may retract from the agreement within the estimated Order shipping

time. If the Customer has already paid for the ordered goods, the Shop will return the money to the Customer within 14 (fourteen) days from the order's cancellation.

6. Only a limited number of items are meant to be sold on special offer. The realisation of orders for specially priced goods will be executed in order of submission of confirmed orders for these goods, until the promotional stock is depleted.
7. For each order, a receipt or a VAT invoice is issued. Should you wish a VAT invoice, please note it explicitly in the comments section when submitting the order.

## **I. Order modification**

1. The Customer may change the contents of the order as long as the order is being processed (i.e. until it has been submitted for shipping). The Customer may also cancel the order entirely unless it has already been shipped.
2. In order to make such modifications, the Customer should contact the Customer Service via e-mail (sklep@loccitane.com.pl). Any changes to the Customer's address or delivery address, or involving claims for returning the overpaid amounts will only be considered if the sender's e-mail address is identical with the e-mail address registered in the Customer's Account.

## **II. Pricing**

1. All prices displayed on the Shop's website are in Polish zloty and comprise VAT.
2. Each price displayed is valid on submitting the order.
3. The Shop reserves the right to change prices on offered goods, introduce new products, as well as conduct, modify and cancel promotions on the Shop's website. These rights impact in no way the pricing of goods ordered before the modification of pricing or of the terms and conditions of special offers or sales.

## **III. Order shipping time**

1. Orders are delivered by Poczta Polska or a courier services company to the address provided by the Customer.
2. The delivery is executed by Poczta Polska or the courier services company within 3-5 working days.
3. The Shop is not liable for non-delivery of the package or any delays caused by wrong or inaccurate address provided by the Customer.

#### **IV. Modes of payment and overpayment**

The Customer may choose from the following modes of payment if the delivery address is in the Republic of Poland:

1. Payment on delivery (cash) – when the order is delivered by Poczta Polska or the courier services company. The order will be submitted for assembly and shipping as soon as the ordering procedure is complete.
2. Electronic transfer or credit card – The order will be submitted for assembly and shipping as soon as the Shop receives the confirmation that the transfer was executed successfully.
3. Bank transfer – The order will be submitted for assembly and shipping as soon as the Shop receives payment on its bank account.

#### **V. Complaints**

All merchandise available in the Shop comes from a legitimate source, is original and possesses a guarantee of quality from the producer.

If the delivered goods are defective, the Customer may exercise his or her guarantee rights by directly contacting the producer or one of the indicated service outlets (this pertains solely to products guaranteed by the producer).

The Customer may complain at the Shop if the delivered merchandise:

- contains manufacturing defects
- is damaged from transport
- is different from the ordered goods

In this case, the Customer should return the merchandise in an economic parcel to:

L'Occitane Polska Sp. z o.o. – Dział Reklamacji i Zwrotów  
ul. Poleczki 21B  
02-822 Warszawa, Polska

The package should include the receipt or invoice for the purchase, as well as the description of the defective element. The Shop will not accept parcels paid on delivery.

The complaint will be processed within 14 days from the date of receipt of the defective product in the Shop. If the complaint is deemed valid, the merchandise will be repaired or replaced; if the latter is not possible (e.g. if the stocks are depleted), the Shop will return the money to the Customer or will offer a different selection of merchandise. The Shop will return the costs of sending the complaint parcel if the complaint is deemed valid.

The complaint is invalid if it pertains to a different look of the merchandise from the photographs presented on the Shop's website, as they may stem from different settings of the Customer's computer screen.

#### **VI. Right to retract**

According to the Act of 2 March 2000 on the 'protection of certain consumer rights and on the responsibility for damages caused by dangerous products', the Customer may return the merchandise within 10 days from receipt without providing any reasons whatsoever.

**L'Occitane Online Shop enables its Customers to return the merchandise within 30 days from receipt without citing any reasons.**

It is only possible if the merchandise has not been used or damaged in any way. The returned goods must be complete. Merchandise with factory opening protection cannot be returned after the protective foil or other protective measures have been removed (i.e. the packaging has been damaged). The products must be returned in their original, undamaged packaging (with plastic foil, non-damaged and without any other signs of use).

The merchandise must be returned along with its receipt or invoice and with an explanation of the reason for returning the merchandise.

The Shop guarantees the return of the amount equal to the price of the merchandise within 14 working days. The Shop will not accept any parcels paid on delivery. The cost of returning the merchandise will not be returned.

**VII. Personal data**

By submitting an order in the Shop, the Customer agrees to the registration of their personal information in the database of L'Occitane Poland and to the processing of this information for the shipment procedure. The Customer will be liable for providing false personal data.

Personal information is protected by the Law of 29 August 1997 on the 'protection of personal data' (Journal of Laws no. 133, item 883) in a way preventing third parties from accessing this data.

**VIII. Final provisions**

The agreement of sale is concluded between the Customer and L'Occitane Polska Sp. z o.o. The conservation, protection and disclosure of the essential provisions of the concluded agreement is performed by printing and delivering to the Customer of the receipt or of the VAT invoice.

Goods presented on the Shop's website do not constitute an offer as understood by the Civil Code.

Any disputes arising out of or with connection to the present agreement will be settled by the court relevant to the defendant's location or to the location where the agreement is being executed.

To all matters not settled herein, relevant provisions of the Civil Code or the Law on the protection of certain consumer rights and on the responsibility for damages caused by dangerous products shall respectively apply.

In case of Customers not being consumers, the provisions of section VI of the present terms and conditions (Right to retract) are invalid.

These terms and conditions are in force since 12 November 2009.

The Shop reserves the right to modify the Terms and conditions. Any and all changes hereof are in force from the date of publishing it at <http://www.loccitane.pl> website. Orders submitted before

the introduction of the new regulations will be realised according to the Terms and conditions being in force on the day of the order.