

## Regulations of the Bass Cosmetics Online Store

These Regulations determine the rules of placing orders and sale of cosmetics, accessories and devices distributed by Bass Cosmetics through the online store. Our customers may include: natural persons, corporate and non-corporate entities, however only adults who accept these regulations. Our store's offer is directed to customers within the European Union as well as outside the European Union pursuant to special rules which shall be provided by Bass Cosmetics by email after the receipt of order.

### General terms and conditions, ordering and sales conditions:

1. The owner of the online store is Bass Cosmetics Walewska & Bilons Sp. J., hereinafter called Bass Cosmetics, with its registered seat in Gdynia (postal code 81-386) at ul. Kilińskiego 2. Telephone: 0 58 664 60 20, fax: 0 58 664 60 20, NIP [Tax Identification Number]: 586-13-91-387, Regon [Statistical Number] 191042421, National Court Register Number: 0000160686, registration authority: District Court in Gdańsk, 16<sup>th</sup> Commercial Division of the National Court Register.  
Bank account number:  
Bank Pekao S. A. o/Gdańsk  
73 1240 1242 1111 0000 1588 0109
2. Product orders can be placed 24 hours a day, 7 days a week, throughout the year:
  - by Internet site at the address <http://www.paznokcie-bass.pl>;
  - directly by email at the address [sklep@paznokcie-bass.pl](mailto:sklep@paznokcie-bass.pl).
3. Orders placed on weekdays after 2.00 pm and also on Saturdays, Sundays and holidays will be realized the nearest working day following them and after the receipt of 100% amount due at the Bass Cosmetics bank account (vide item 9).
4. A necessary condition to realize an order is registration in the online store's system. Registration is made only once and provides many opportunities and enhancements (easier and faster completion of next orders, preview of orders history, loyalty programs, occasional discounts, etc.). Providing a telephone number and email address is required to confirm and realize an order. Orders which cannot be confirmed within 3 working days will not be realized.
5. Each order accepted for completion shall be confirmed by email.
6. Orders confirmed for completion may not be cancelled.
7. The Orderer may enter corrections in the order by contacting the store's technical service until the issue of invoice for the goods purchased.
8. Forms which are completed incorrectly shall not be considered. Orders about which we have any doubts shall be verified by the store service. These orders may be cancelled and the orderer shall be notified about this fact by telephone or email.
9. Payment for the ordered goods only as a prepayment option i.e. payment made by a bank transfer after the acceptance of order by Bass Cosmetics and before sending goods to the orderer. Payment shall be made to the Bass Cosmetics's bank account stated hereinabove and with the ID number of the order and particulars of the orderer: name and surname or company name entered in the transfer name.
10. Cost of delivery – applicable to unit shipments – according to the table of fees and charges included below the regulations. For orders exceeding the amount of €500.00 cost of delivery amounts to € 0.00 (shipment at Bass Cosmetics's expense).
11. Ordered goods shall be delivered as courier mail. Time of shipment delivery is 5 working days from the moment of the start of realization, except for orders placed on weekdays after 2.00 p.m. as well as on Saturdays, Sundays and holidays.  
Bass Cosmetics shall not be responsible for delays resulting from the actions of courier company.
12. For recipients who due to unjustified reasons shall not pay for the orders made the access to the Internet site may be irretrievably blocked. Such recipient may also be entered into the black list of customers which means that his subsequent orders shall not be realized at all.

13. Prices in the online store are given in Polish zlotys, euro or American dollars and include VAT (gross prices).
14. Bass Cosmetics reserves the right to a modification of the prices of goods and assortment on offer, introducing new goods to the online store offer, performing and cancelling promotional campaigns on the online store sites or introducing their modifications at any time. Buyer purchases goods at a price binding at the time of placing the order. Bass Cosmetics also reserves the right to use different sale prices for online stores, stationary, retail and wholesale sales networks.
15. Orders which contain incorrectly entered prices by the store's service or server shall be cancelled. The orderer shall be notified about such fact by telephone or email.
16. Bass Cosmetics online store reserves the possibility of the lack of accessibility of a particular item. The presence of goods in the pricelist does not mean the accessibility of the goods and the possibility of order completion.
17. In case of the lack of goods in the warehouse the time of order completion may be extended. The orderer shall be notified about this fact by telephone or email. The orderer may in such a case not agree for extending the time of completion and cancel the entire order or only the items which extend the time of order completion.
18. Receipt of purchase (VAT invoice or cash register receipt) is attached to every shipment.
19. Online store does not accept loyalty cards.
20. Placing an order in the Bass Cosmetics online store is a legally binding sales agreement.
21. The store reserves the right to possible mistakes. Packaging of some products may differ from the one presented in the online store's photographs due to dynamically changing offer and numerous promotions. Products' colours may slightly differ from the real ones. Differences resulting from a customer's computer individual settings (colour, proportions, etc.) may not be the basis for complaints and the return of purchased goods to the Bass Cosmetics online store.
22. All trade marks, products' names and their photographs and descriptions are the exclusive property of Bass Cosmetics and they were used only for information purposes. Their deletion, copying, edition, publication, using for trading purposes or presenting on other Internet sites without the consent of Bass Cosmetics is prohibited.
23. Customers' personal data provided at registration are processed by Bass Cosmetics exclusively for the purpose of the completion of orders and, depending on the customer's decision expressed in the order, may be processed for marketing purposes. Customer has the right to complete, update, correct personal data, to suspend their processing temporarily or permanently or to delete them in case these are incomplete, out-of-date, untrue or if they were collected with the breach of the Act or are already unnecessary for the completion of purpose for which they were collected, and the right to raise an objection against the processing of personal data for marketing purposes.
24. A user who registers in Bass Cosmetics online store agrees to receive commercial information from Bass Cosmetics Walewska & Bilons Sp. J.
25. Sale agreement of products in online store shall be governed by Polish law. The agreement is concluded in Polish language.
26. In any matters not specified herein the provisions of Polish Civil Code or other laws applicable to the operation and functioning of online stores shall apply.
27. The court competent for resolving disputes resulting from the agreement shall be the court having jurisdiction over the registered seat of Bass Cosmetics.
28. Bass Cosmetics online store shall not be liable for administrators of mail servers' blocking of sending email messages to the email address indicated by a customer and for deletion and blocking emails by software installed on the computer used by a customer.
29. Bass Cosmetics reserves the right to modify the regulations.
30. Placing an order in Bass Cosmetics online store shall mean the acceptance of the provisions of the regulations and the customer's consent to receive commercial information.

**Return conditions:**

1. Pursuant to the Act on the protection of certain consumer rights and on liability for damage caused by a dangerous product of 2nd March 2000 (laws binding in Poland and applicable to European Union customers), the orderer has the right to withdraw from the agreement without giving any reasons within ten days from the date of the receipt of an item by filing a suitable statement in writing. This applies only to natural persons who do not run economic activity. Specimen of a suitable statement in PDF format can be downloaded below these regulations. In case of a withdrawal from the agreement, the orderer shall send back the purchased item in original packaging, fully secured against damage or destruction with filled in statement and the original proof of purchase (cash register receipt or VAT invoice) attached at his own expense.
2. Returned item shall be in original, intact packaging must not be damaged, bear traces of use, trying on, and have complete contents. An item is not subject to a return if the orderer has modified, removed or broken packaging, the foil which protects packaging, seals, special foil, paper or aluminium caps directly protecting cosmetic products against spilling or pouring out.
3. Customer shall notify the online store about his wish to return goods by fax at +48 58 664 60 20 – only on working days, from Monday to Friday, from 8.00 am to 4.00 pm or by email to the address sklep@paznokcie-bass.pl or biuro@paznokcie-bass.pl.
4. The orderer shall receive money for reasonably returned item by a bank transfer to the bank account number indicated in the statement, within 7 working days from the moment of receipt of the said (returned) item by Bass Cosmetics. The costs of resending goods shall not be reimbursed.
5. Any return shipments:
  - if incomplete and inconsistent with the object of sale contents,
  - sent at the expense of Bass Cosmetics (unless previous arrangements were made),
  - sent by the option of paying on delivery, shall not be accepted by Bass Cosmetics.
6. Any return shipments sent to Bass Cosmetics containing goods which, however, are not returnable due to not observing the conditions included in the regulations on the return conditions shall be stored in the store's warehouse awaiting for the receipt by its owners (senders) in person or again sent at the customer's expense covering only the cost of courier mail incurred by Bass Cosmetics. The customer shall be notified about the above by telephone or email.

#### **Conditions of complaints:**

1. All products sold by Bass Cosmetics are completely new and efficient. Products have manufacturer's or importer's guarantee which is binding in the territory of Poland. Detailed conditions of guarantee are specified in the guarantee form issued by the guarantor (only in Polish or English). These can be sent by email before purchase on request.
2. Products guarantee does not cover mechanical damage caused by outside action, e.g. during transportation, therefore the contents of the shipment as well as external packaging should be checked in the presence of purveyor (courier) and before the signing of receipt. After the receipt of the shipment any risks connected with damage of the contents or the lost of shipment are transferred to the buyer.
3. A complaint concerning mechanical damage of products and/or shipment, occurred during transportation shall be possible only on condition of drawing up a complaint protocol in the courier's presence and at the moment of delivery. The orderer should, at the receipt of shipment, inspect in detail if:
  - external packaging is not damaged,
  - shipment is originally packed, i.e. if it is sealed with tapes with Bass Cosmetics stamp and it these are not damaged.In the event when the shipment's packaging has features of damage or if seals (tapes) are

broken, the customer should open the shipment in the presence of the courier and check if the ordered item has not been damaged during transportation or whether the shipment has not been stolen. If the shipment was stolen and/or products will be damaged (e.g. spilled, crumpled), the customer should, at the delivery, write up a protocol, refuse to receive the shipment giving the reason – „damage of the content by the purveyor”. Only such protocol shall be the basis for a product’s complaint.

4. Complaints related to the genuineness of products which have been opened shall not be considered.
5. The basis for complaints shall be the receipt of purchase of an item (cash register receipt or VAT invoice).
6. The buyer shall cover the cost of shipment of the claimed product.
7. Registering a complaint must be made on a legibly filled out form. Specimen of the form for registering a complaint can be downloaded in PDF format below these regulations.
8. A complaint shall be considered and completed within 14 days from the delivery of the damaged product to the company’s address: 81-386 Gdynia, ul. Kilińskiego 2.
9. Only hidden defects which occurred by manufacturer’s fault in unused product shall be subject to a complaint.
10. Warranty does not cover:
  - o products’ ordinary wear and tear,
  - o products with mechanical damage occurred as a result of improper use and as a result of the lack of or improper maintenance.
11. If a customer discovers defects of a product after its receipt, he should send it back by post to the store’s address. Defective product shall be repaired or exchanged into another one. In case the repair or exchange is not possible, the store shall reimburse the amount equal to the product’s price to the purchaser or shall offer other, accessible items from the store to choose from.
12. Shipments with repaired or exchanged products shall be sent back to the purchaser at the expense of the seller, i.e. Bass Cosmetics.

#### **Important information on returns and complaints**

1. Any correspondence with the store, suitable statements and registrations of possible returns and complaints must be made only in English or Polish language.
2. Correspondence, statements and registrations concerning possible returns and complaints made in other languages from the above mentioned ones, shall be processed through the intermediary of a translator hired by Bass Cosmetics at the customer’s expense.