

# **Terms and Conditions for the sale of goods and provision of services by means of distance communication**

## **I. Introduction**

1. These Terms and Conditions specify the rules and conditions for using the Online Store available at [www.prolibid.eu](http://www.prolibid.eu) run by Establo Pharma Sp. z o.o. with its registered office in Lublin, ul. Wojciechowska 9B/9, KRS 0000364821, NIP 712-322-47-46, Regon 060670490, and in particular they specify the rules for placing orders and concluding sale contracts by means of distance communication, and the use of services by Customers through the Online Store, hereinafter referred to as the Seller.

2. The Terms and Conditions are available all the time on the website of the Store so the Customer may access, download and save them.

3. Contact details:

Establo Pharma Sp. z o.o., 20-704 Lublin, Poland, St. Wojciechowska 9B/9, phone number +48 81 441 51 60; e-mail address: [zamowienia@establopharma.com](mailto:zamowienia@establopharma.com)

5. Establo Pharma Sp. z o.o. with its registered office in Lublin, St. Wojciechowska 9B, office no. 9 is an administrator of personal data.

## **II. Rules for using the Online Store**

1. It is possible to use the Online Store provided that the ICT system used by the Customer meets the following minimum technical requirements:

a) computer with access to the Internet,

b) access to electronic mail,

c) web browser Internet Explorer 11 or newer, Firefox 28.0 or newer or Chrome 32 or newer,

d) Cookies and Javascript enabled in the web browser.

2. The use of the Online Store means any activity of the Customer, which enables the Customer to get to know the contents of the Store.

3. The Customer is obliged in particular:

a) not to provide and transmit contents prohibited under the laws, e.g. contents promulgating violence, defaming or infringing personal rights and other rights of third parties,

b) to use the Online Store in a manner not disturbing its functioning, in particular by using specific software or devices,

c) not to take action such as: sending or placing in the Online Store unsolicited commercial information (spamming),

d) to use the Online Store in a manner not burdensome to other Customers and to the Seller,

e) to use all the contents placed in the Online Store only within their own personal use,

f) to use the Online Store in a manner compliant with the provisions of the law of the Republic of Poland, the Terms and Conditions, and general rules for using the Internet.

### **III. Orders**

1. With the use of an electronic network, the Store enables purchasing goods and services (products) available at the Store. Orders may be placed 24/7.

2. A sale contract is concluded in Polish between the user of the Store, also referred to as the Customer, and the Store, also referred to as the Seller.

3. The Customer undertakes activities in the store in connection with the selection of products, placing an order, collection of the ordered products and payment.

4. Sending an order by the Customer constitutes placing an offer to the Seller to conclude a sale contract for the products which are covered by the order.

5. Information about the products in the store, among others, descriptions, operational parameters and prices constitutes an invitation to conclude a contract in the meaning of Article 71 of the Polish Civil Code, pursuant to the Terms and Conditions.

6. The Customer may order the products within the distance selling. After placing an order, the Customer receives an e-mail confirming that the store has received the order and containing the final summary of all essential elements of the order within the distance selling.

7. Recording, securing and sharing essential provisions of contracts concluded via means of distance communication are also made by printing and providing to the Customer a receipt or - at their request - a VAT invoice upon the delivery of products. Contracts concluded via means of distance communication are governed by the Act of 30 May 2014 on Consumer Rights.

8. To place an order, the Customer has to accept the Terms and Conditions and give their consent to have their personal data processed. The Customer confirms the above by checking appropriate boxes before making the payment for the products ordered.

9. Information about the price in the store is given on [www.inofem.pl](http://www.inofem.pl) and is binding in the meaning of the Act of 30 May 2014 on Consumer Rights from the time of receiving an e-mail by the Customer with the order confirmation within its processing, containing the final specification of essential elements of the order for quantities and characteristics given in the order. The above-mentioned price is not changed regardless of the changes in prices at the store, which may arise after "acceptance of the order" sent in another e-mail.

10. The order accepted and confirmed by an e-mail will be delivered to the Customer within 7 business days from the time the payment for the goods ordered is posted. The order fulfilment lead time consists of the time of order fulfilment and delivery of the consignment by a Courier or employee of Poczta Polska S.A. (attempted delivery in the event of an addressee's absence, if any).

11. Orders placed on a weekday after 1 p.m., on Saturday, Sunday and public holiday will be accepted on the closest business day.

12. The Store may refuse to fulfil an order in the following cases:

- a) providing incomplete data by the Customer, which gives rise to doubts as to the correct delivery of the consignment,
- b) failure to pay a full amount due specified for a given order to the indicated bank account,
- c) product withdrawal or production hold up or suspension of the product sale,
- d) lack of product due to reasons attributable to the manufacturer.

13. The order is fulfilled provided that, within the order placement, the ordered products are available at the warehouse of the company or of its suppliers.

14. If the order may not be fulfilled within a period specified in Clause 10, the Customer will be informed about this fact by the Seller. The Customer may resign from further fulfilment of the order, and the Seller shall, within 14 days, pay the entire already paid amount back to the Customer.

#### **IV. Payments**

1. Prices of products at the store are given in Euro and contain all components, including VAT, customs and taxes.
2. Payments for products or services ordered by the Customer (price and costs of delivery) are made via payment tools available at the Store and under the rules set forth by the Seller.
3. The Customer makes a payment of the amount due which consists of the price for the goods ordered and the costs of delivery, which are specified separately. The cost of delivery depends on the manner of delivery chosen by the Customer.
4. The Seller reserves the right to change prices and costs of delivery, in particular in the event of a change of price lists of services rendered by entities conducting deliveries. The above provision does not apply to orders being processed.
5. Failure to make a payment by the Customer within 7 days of the day of placing an order is tantamount to order cancellation.

#### **V. Delivery**

1. Products may be delivered to the indicated address in Poland and in other countries via traditional mail or courier service. Fees for product delivery are provided at the time of placing an order.
2. The Seller is not liable for the prolonged time of delivery due to reasons beyond its control.
3. The Seller reserves the right to charge the Customer for costs of transportation if it is not possible to deliver the consignment because the address for delivery given by the Customer is incorrect or incomplete.
4. In the case set forth in Clause 3, the Seller shall enable the Customer to collect the goods from a different place, e.g. the seat of the Seller or from another place agreed upon by the Parties.

## **VI. Complaint procedure and withdrawal from the contract**

1. The products offered at the store are brand new.
2. At the time of the delivery of the products, the Customer is obliged to check the condition of products, and any mechanical damage to the products and/or consignment, which occurred during transportation should be reported in writing in the presence of a person delivering the product.
3. If the product is defective, in particular when it is incompliant with the contract, complaints may be filed, under binding laws, with the Store by sending a complaint notification form which is available at the website of the store via e-mail to the address: [zamowienia@establopharma.com](mailto:zamowienia@establopharma.com) or via traditional mail to the address: Establo Pharma Sp. z o.o., St. Wojciechowskiej 9B/9, 20-704 Lublin, Poland.
4. In the complaint notification form, the Customer shall give their full name, address for correspondence, kind and description of the problem, date of concluding the sale contract to which the complaint relates, complaint request, and should attach a copy of the proof of purchase.
5. The Seller may refuse to handle the complaint if data given by the Customer is insufficient to handle the complaint, including to determine the contract to which the complaint relates, or data enabling contact with the Customer.
6. The Seller shall handle the complaint within 14 days of receiving a correctly filed complaint by the Customer. The Customer will be informed by the Seller as to whether the complaint has been admitted via electronic or traditional mail.
7. Each Customer who is a consumer in the meaning of Article 22 (1) of the Polish Civil Code and who uses the Store is entitled, under the rules of law, to withdraw from the concluded contract for the purchase of goods without a cause, or from the contract for the provision of services, within a below-mentioned deadline. A statement of withdrawal should be made in writing and sent to the address: Establo Pharma Sp. z o.o., 20-704 Lublin, Poland, St. Wojciechowskiej 9B/9. The Customer may prepare the statement on their own or use the form available on the website of the store.
8. A consumer is entitled to exercise the right of withdrawal from the contract for the purchase of goods and from the contract for the provision of services within a final deadline of 14 days, which starts on the day on which the consumer receives the goods or on which the service is provided. The deadline is considered met if, before its expiry, the consumer sends a statement of withdrawal from the contract to the address indicated in Clause 7.
9. The right to withdraw from the contract concluded by means of distance communication does not apply to:
  - a) the provision of services if the Seller has rendered a full service upon the explicit consent of the consumer who has been informed, prior to the commencement of service, that after the service is rendered by the Seller, the consumer will lose the right to withdraw from the contract;
  - b) a contract whose price or remuneration depends on the fluctuations on the financial market which are beyond the control of the Seller and which may occur prior to the expiry of the deadline for withdrawal from the contract;

c) a contract the subject-matter of which are non-prefabricated goods, manufactured on the basis of the consumer's specification or used to meet consumer's individual needs;

d) a contract the subject-matter of which are perishable goods or short shelf-life goods;

e) a contract the subject-matter of which are goods delivered in sealed packages which, after opening the package, may not be returned due to protection of health or for hygienic reasons, if the package has been opened after delivery;

f) a contract the subject-matter of which are Products which, after being delivered, given their nature, are inseparably connected with other items.

10. In the event of withdrawing from the contract concluded via means of distance communication, the contract is considered as not concluded. Performance by the parties shall be returned unchanged unless such change is necessary within the ordinary management, and in particular to determine the nature, characteristics and functioning of an item. Such return shall be made immediately, not later than 14 days. The Goods purchased shall be returned to the address of the Seller.

11. The Store does not accept any C.O.D. consignments.

12. The Seller shall immediately, but not later than 14 days of receiving the consumer's statement of withdrawal from the contract, return to the consumer the value of goods ordered. The Seller shall return the payment via the same method of payment as used by the consumer, unless the consumer gives their consent to the return of the payment in any other manner, however, this will not cause any cost for the consumer.

13. If the consumer has chosen a different manner of delivering the products than the cheapest ordinary manner of delivery offered by the Seller, the Seller is not obliged to return to the consumer additional costs incurred by the consumer in this regard.

14. If the term of the contract for the provision of services is not definite, each of the Parties may terminate it without a cause, upon one month's notice, unless the Parties have agreed upon a shorter notice of termination.

## **VII. Miscellaneous provisions**

1. Photographs of the products, placed in the store, shall be used only as an example and to present products. Photographs of presented products may differ from actual ones which will be delivered to the Customer. All the photographs placed at [www.inofem.pl](http://www.inofem.pl) are owned by the Seller. They may be used only upon the explicit consent of the owner given in writing. The use of photographs without the owner's consent entails legal consequences set forth in the laws.

2. A description of products available on the website [www.inofem.pl](http://www.inofem.pl) shall only be used for informative purposes. Full information is placed on a leaflet attached to each package, which should be read before use.

2. The personal data of Customers, provided at the time of placing an order, is processed by Establo Pharma Sp. z o.o. with its registered office in Lublin solely for the purpose of processing orders and, depending on the Customer's decision expressed in the order, it may be processed for marketing purposes. The Customer is entitled to supplement, update and correct personal data, temporarily or permanently suspend it from being processed or to remove it if it is incomplete, out-of-date, false or has been gathered in breach of the rules of

law or is unnecessary to fulfil the aim for which it has been gathered, and to the right to object the processing of personal data for marketing purposes.

3. Detailed activities connected with the provision of services in the store, not mentioned above, are described in other parts of the store's website and constitute an integral part of these terms and conditions.

4. Polish law is applicable to the contract for the sale of products in the store.

5. The provisions of the Polish Civil Code, the Act on Consumer Rights or other acts applicable to the operation and functioning of the Store apply to matters not governed by these terms and conditions.

6. Resolution of disputes, if any, between the Seller and the Customer who is a consumer in the meaning of Article 22[1] of the Polish Civil Code, shall be referred to competent courts in line with relevant provisions of the Polish Code of Civil Procedure.

7. Resolution of disputes, if any, between the Seller and the Customer who is not a consumer in the meaning of Article 22[1] of the Polish Civil Code, shall be referred to a court competent for the registered office of the Seller.

8. These Terms and Conditions may be changed. Each Customer shall be informed about any changes in the form of information on the home page of the Store, containing a specification of changes and their effective date. The effective date of changes will not be shorter than 14 days of the announcement.

Published on 04.02.2016. The previous version of the terms and conditions shall apply to orders placed before that date.