

## **Terms and Conditions**

### **1. Opening Provisions**

- i. Under these Business Terms and Conditions, we define the relationship between our company, Notino International Limited, ID: 10107471, 71 Queen Victoria Street, London, EC4V 4BE, United Kingdom, as the seller and operator of the e-shop at [www.notino.co.uk](http://www.notino.co.uk), and you, our customer, who enters into a purchase agreement with us.
- ii. We apply a uniform approach to our customers and provide them with the same benefits, whether they are consumers or not. Therefore, the rules set forth in these Business Terms and Conditions are applicable to all our customers.
- iii. These Terms and Conditions cover primarily the purchase of goods on our e-shop. They shall apply to the purchase of goods on the customer line or at one of our brick-and-mortar stores accordingly.

### **2. Conclusion of the Purchase Agreement**

- i. You can enter into a purchase agreement with us remotely via the e-shop or our customer line, or personally at one of our stores.
- ii. In the case of a purchase agreement concluded remotely, the order placed by the order's submission on the website or via the customer line shall constitute a draft purchase agreement. The order shall be valid for the period of 7 days and we will confirm its receipt by e-mail. The purchase agreement shall then be concluded upon our acceptance of the draft in the form of shipping the ordered goods. We will inform you of the shipment of goods by e-mail.
- iii. We supply goods only in a quantity usual for household consumption. In specific cases (especially in the event of discounts or clearance sales), we are entitled to determine a maximum quantity that we can supply.
- iv. The order in the online store is placed by clicking the button which says "Order". The wording of the Terms and Conditions along with the information about the order are archived for 6 years. If you've entered incorrect data while placing the order, you can correct them through the order form or in your customer account.

### **3. Withdrawal for No Reason**

- i. By law, you are entitled to withdraw from an agreement concluded on the Internet or over the phone without giving a reason within 14 days of delivery of the goods. At our company, each buyer is entitled to withdraw from the agreement without giving a reason within 90 days of delivery of the goods. This shall also apply to purchases at our brick-and-mortar stores.

ii. If you wish to exercise this right, you must notify us of your decision to withdraw from the agreement within the aforesaid time limit. The best way to do this is to contact us at [info@notino.co.uk](mailto:info@notino.co.uk) or by calling 02 03 769 2779. You can also use the model agreement withdrawal form found [here](#).

iii. In the event you withdraw from the agreement, we will refund you the purchase price of the goods. In the event of withdrawal within 14 days of the delivery of the goods, you shall also be entitled to a reimbursement of the costs of delivery in an amount corresponding to the least expensive offered method of delivery. In the event of a later withdrawal from the agreement, we will refund only the purchase price of the goods. The aforesaid funds shall be refunded without delay, no later than 14 days from the date of withdrawal. However, in accordance with the law, we may wait with the payment until you return the goods. For the refund, we shall use the same means of payment you used to pay the purchase price, unless we agree otherwise.

iv. Without delay, no later than 14 days from the date of withdrawal, you should send the goods to EXPANDECO – NOTINO, 63B Hardinge Road, TN24 8HB Ashford, Kent. If, with regard to the contract, the seller sends the customer an additional free item (“gift”), it is necessary also to return this gift. In the event that the customer does not send the seller the gift back along with the goods, the seller is entitled to halt the return of the purchase price of the goods to the customer until the gift is returned. In that case, you shall bear the costs associated with the return of the goods.

v. Please note that, by law, you shall be held liable for any reduction in the value of the goods as a consequence of handling the goods in a manner other than is necessary to familiarise yourself with the nature, properties and functionality of the goods (e.g. if you use a perfume even after you have already tried it). Please also note that you are not entitled to withdraw from the agreement in the case of goods manufactured according to your requirements or customised goods (e.g. packaging with customised engravings) and goods which you took out from their packaging and which cannot be returned to the packaging for hygienic reasons (e.g. opened cosmetic preparations and other goods that come into direct contact with your skin). The seller further emphasizes that it is not possible to withdraw from the service contract of gift or ecological wrapping once the item has been wrapped, as the service has therefore been provided (the seller proceeds to deliver the service of gift or ecological wrapping without delay after the order has been placed, provided that the customer has chosen this particular service).

#### **4. Complaints**

i. If the goods show a defect upon delivery, we can agree on compensation in the form of a voucher. You shall also be entitled to require the removal of the defect in the form of a replacement delivery or repair. In the event that the removal of a defect

is impossible or unreasonable for us, you shall be entitled to claim a discount on the purchase price and, if the defect is substantial, you may also withdraw from the purchase agreement. You shall also have these rights if such a defect is manifested later.

ii. We shall be liable for defects in the goods if the defects are manifested within two years of the delivery of the goods or before the expiry date stated on the packaging.

iii. Goods shall be considered defective, in particular, when they do not have the usual or presented properties, do not serve their purpose, do not comply with statutory requirements or have not been delivered in the agreed quantity. Please note that an increased sensitivity or allergic reaction to the delivered goods cannot in itself be deemed a defect in the goods. Likewise, shortcomings in gifts and other gratuitous performance we provide beyond the scope of your order do not constitute a defect. Pictures of goods in our e-shop are illustrative only and do not constitute a binding depiction of the goods' properties (for example, the packaging may differ due to a change made by the manufacturer).

iv. We will be happy to answer any questions regarding complaints at [info@notino.co.uk](mailto:info@notino.co.uk) or 02 03 769 2779. Please send us the goods under complaint to EXPANDECO – NOTINO, 63B Hardinge Road, TN24 8HB Ashford, Kent together with a completed complaint form that can be found [here](#). In the event you fill in the form without the assistance of our staff, please remember to indicate what you find to be a defect or how the defect is manifested, and your requirement as to the method of handling your complaint.

v. We will inform you of the progress of the complaint, in particular of its receipt, acceptance or rejection, via e-mail or text messages. We may also contact you by phone.

vi. We will make a decision on the complaint without delay. The processing of the complaint including the defect removal will not exceed ordinarily 30 days. Otherwise, you shall be entitled to withdraw from the purchase agreement. It is necessary for you to provide us with the assistance required to meet the above time limit.

vii. In the case of a justified complaint, we shall bear the costs associated with the return of the goods.

viii. The seller offers the option to purchase the "Priority complaints" service to its customers. This service is related exclusively to filing a complaint about a shipment delivery. A priority complaint involves expediting the processing of a delivery complaint in a situation where a customer's package fails to arrive or arrives damaged. In the case that the customer has purchased this service as part of the order, their complaint about a shipment delivery will be resolved on the 3rd day at the

latest after the customer duly reports the complaint to the seller including the necessary documentation. Within Priority complaints, the seller will send the customer brand new products. If the customer does not insist on sending new products, the seller can agree with the customer on compensation in the form of a discount voucher for the next purchase. If the customer does not purchase the service when placing the order, the complaint about a shipment delivery will be resolved in the time period set out by law.

## **5. Method of Payment and Delivery**

- i. You can select the method of payment and delivery from the options we offer. Prior to the shipment of the order, we will notify you of the selected method of payment and delivery and the associated costs. In the case of choosing the online card payment option, the customer takes into account that the payment will be withdrawn from the card right at the moment of transaction.
- ii. The currently offered methods of payment and delivery and their prices can be found [here](#).
- iii. The stated delivery time is only an estimate, and it is based on the couriers' estimated delivery time.
- iv. We reserve the right to provide the delivery of goods free of charge in selected cases.

## **6. Miscellaneous**

- i. We provide our customers with various discounts and gift and other vouchers. Their use is governed by rules, of which we shall inform the customer in each individual case. Unless stated otherwise, each discount or gift voucher can only be used once, and only one voucher of the same type can be used per purchase. Unless provided otherwise, discounts cannot be combined. In the event the value of the gift voucher is greater than the value of the entire purchase, the difference shall not be transferred to a new voucher and the unused amount shall not be refunded.
- ii. In connection with the purchase made, you may receive an evaluation questionnaire from a third party. You can share your experience with the purchase and the goods with others. We will be very happy if you out in the questionnaire.

## **7. Sending Samples**

- i. We offer the Notino Try&Buy service and the service of sending free samples to selected customers. We reserve the right to offer you the option to receive a free consignment containing samples of fragrances and other cosmetic preparations according to the current offer of the e-shop for the purpose of trying out the products offered in the e-shop.

ii. The sample selection is limited by our stock and the current offer of the e-shop for the Notino Try&Buy service.

iii. The Try&Buy service and the service of sending free samples aim to inform the customer of the offer of the e-shop, and their purpose is not to determine the quality or design according to the agreed sample. The Try&Buy service and the service of sending free samples are free services of an advertising nature and do not constitute performance under a purchase agreement. Therefore, no discrepancy in the sample sent shall establish rights under defective performance.

iv. You may be contacted for the purpose of verifying your satisfaction with the chosen product; by your request for sending a product, you give your consent to being contacted.

## **8. General Information**

i. In accordance with the Act on the Registration of Sales, the seller is obliged to issue a receipt to the customer. The seller is also obliged to register the sale online with the tax authority, in the event of a technical failure no later than within 48 hours.

ii. In case of disputes, they can be settled on-line with the competent entity which, for the United Kingdom, is CRS Cosmetic Redress Scheme <http://www.cosmeticredress.co.uk> . The dispute can be settled [on-line](#), amicably and out of court.

iii. The agreement shall be concluded in English and shall be governed by the laws of the United Kingdom.

iv. All prices of products and services are provided including VAT applicable at the time of placing the order. We are charging sales tax for merchandise ordered on this Website based on Great Britain sales tax rate. In the event the tax rate changes before the conclusion of the purchase agreement or before the shipment of the goods, the customer shall be obliged, taking into account the selected method of payment, to settle any purchase price underpayment, or the seller shall promptly send the customer an e-mail asking the customer to communicate where the seller can pay any purchase price overpayment to the customer.

v. By placing the order, you consent to receiving an electronic tax invoice. The invoice will be sent electronically in an e-mail about the dispatch of your order. If you want to also receive the invoice in print, please send us a message and the invoice will be included in your parcel along with your purchased items.

vi. All prices of goods, including discount prices, are valid until further notice or until stocks are sold out.

vii. The terms and conditions can be downloaded [here](#).

