



# Terms and Conditions

The following is the terms of the agreement between GRUPA CONTACTHOUSE.PL SP. Z O.O. based in European Union ("Company") and the buyer ("Buyer") of goods or services through the Company's Website (the "Site"). If you do not agree to these terms, you will not be able to purchase anything, so please review these terms carefully:

## **1. INTRODUCTION**

Buyer agrees to the terms and conditions outlined in this Online Contract ("Contract") with respect to the goods, services and information provided by or through the Site. This Contract constitutes the entire and only agreement between the Company and Buyer, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the goods, services and information provided by or through the Site, and the subject matter of this Contract. Buyer agrees to review this Contract prior to purchasing anything and purchase of a good or service shall be deemed acceptance of this Contract.

## **2. CREDITCARD PAYMENT**

Buyer represents and warrants that (i) the credit card information supplied to GRUPA CONTACTHOUSE.PL SP. Z O.O. is true, correct and complete and (ii) charges incurred by the Buyer will be honored by the Buyer's credit card company. You acknowledge your card will show a transaction from GRUPA CONTACTHOUSE.PL SP. Z O.O..

## **3. DELIVERY POLICY**

Generally items will be dispatched world wide within 24 hours of receiving payment, to the delivery address provided. The buyer can choose from several shipping methods, Courier service (international 4-7 days), Registered mail, and Airmail with delivery times ranging from 4 to 14 days. If the buyer has purchased either Courier service or Registered mail we will email you a tracking number. The buyer is responsible for all taxes and import expences relating to the order. The item is shipped from European warehouse based in Poland.

## **4. EDITING, DELETING, AND MODIFICATION**

Company reserves the right in its sole discretion to edit or delete any information or content appearing on the Site and to remove any goods and services for sale. Upon notice published over the Service, Company may modify this Contract, or prices, and may discontinue or revise any or all aspects of the Site in its sole discretion and without prior notice. Modification of this Contract will be deemed effective upon publication on the Site with respect to transactions occurring after said date.

## **5. RIGHT TO REFUSE**

Company reserves the right in its sole discretion to refuse service at any time for any reason we desire. There are certian countries we do not ship to. They are, and not limited to: Morocco, Norway, Russia, United Arab Emerates, Vietnam, Venezulela, Brazil, Ukraine and other tier 3 / high-risk countries.

## **6. INDEMNIFICATION**

Buyer agrees to indemnify, defend and hold Company and its affiliates, licensors and suppliers harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to a Buyer's violation of this Contract or use of the Site.

## **7. NON-TRANSFERABLE**

Buyer's right to use the Service is not transferable and is subject to any limits established by Company or by Buyer's credit card company.

## **8. DISCLAIMER**

THE SERVICE, CONTENT, GOODS AND SERVICES FROM OR THROUGH THE SERVICE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE SOLE AND ENTIRE MAXIMUM LIABILITY OF COMPANY, FOR ANY REASON, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE PARTICULAR ITEMS PURCHASED. COMPANY AND ANY OF ITS AFFILIATES, DEALERS OR SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND BUYER. THIS SITE AND GOODS AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

## **9. REFUND / DISPUTE / RETURN POLICY**

If a product purchased is defective or not to Buyer's satisfaction, Buyer can return the product within 60 days of receipt, to the following address: Returns, GRUPA CONTACTHOUSE.PL SP. Z O.O. Twarda 18, 00-105 Warsaw, Poland (Europe).

We will refund you on any number of unopened bottles and one open or empty bottle. In such event, Company shall provide a refund, or if the customer prefers, an exchange for another product.

If you have a charge on your card for something you are unsure of, please email or call us.

## **10. USE OF INFORMATION**

Company reserves the right, and Buyer authorizes Company, to the use and assignment of all information regarding Buyer's use of the Site and all information provided by Buyer, subject to applicable law.

## **11. GOVERNING LAW**

This Contract shall be treated as though it were executed and performed in Poland (EU Law) and shall be governed by and construed in accordance with the laws of European Union (without regard to conflict of law principles). Any cause of action of Buyer with respect to the Site must be instituted within 6 months after any purchase or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 8. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

## **12. LITIGATION**

All legal proceedings arising out of or in connection with this Contract shall be brought solely in European Union and Buyer expressly submits to the jurisdiction of said courts and Buyer consents to extra-territorial service of process. Should any part of this Contract be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To

the extent that anything in or associated with the Site or the Company is in conflict or inconsistent with this Contract, this Contract shall take precedence. Failure of Company to enforce any provision of this Contract shall not be deemed a waiver of such provision nor of the right to enforce such provision.

### **13. ACKNOWLEDGMENT**

This Agreement represents the entire understanding between you and us regarding your relationship to Online and supersedes any prior statements or representations. IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS ONLINE AGREEMENT, then you may proceed with your order.

Unless you agree with these terms, then you will not be able to purchase any goods or services.

*GRUPA CONTACTHOUSE.PL SP. Z O.O., TWARDA 18, 00-105, WARSAW, POLAND, EUROPEAN UNION - <http://contacthouse.pl>*

