

# **Terms & Conditions**

## **Scope of Application**

For all orders via our online store by consumers and businesses, the following terms and conditions apply.

A consumer is any natural person who enters into a transaction for purposes which can be attributed primarily neither commercial nor independent professional activity. A business is a natural or legal person or a legal person who is acting in the exercise of his commercial or independent professional activity when a legal transaction is concluded.

These terms and conditions also apply to future business relations with businesses, without having to make any further reference to them. If the business uses opposing or supplementary Terms and Conditions, their validity is hereby contradicted; They will only become part of the contract if we have expressly consented to it.

## **Contract Partner, Contract Conclusion**

The purchase contract is concluded with Prozis.com, S.A..

By placing the products in the online shop, we submit a binding offer to conclude the contract. the customer can initially place our products into the shopping cart without obligation and correct his/her entries at any time by using the correction aids provided for this purpose in the order process before submitting his/her binding order. The contract is concluded by clicking on the order button to accept the offer with the goods contained in the shopping cart. Immediately after the order has been sent, the customer will receive a confirmation by e-mail.

## **Contract Language, Contract Text Storage**

The languages available for the contract are German and English.

We store the contract text and send the customer the order data and our TC by e-mail. the customer can also view and download the terms and conditions on this page at any time. the customer can view his/her past orders in our customer account.

## **PAYMENT METHODS**

### **Credit Card**

It is possible for the client to use a credit card and take advantage of the transaction speed and flexibility offered by this payment method. All transactions on our website are secure.

#### **Is it safe to pay online using my card?**

Prozis uses a state-of-the-art fraud detection and prevention mechanism. This solution allows verification of the authenticity of online payments, while ensuring our clients data integrity and security, as well as their identification.

This security feature is provided via SSL technology (Secure Socket Layer) that encrypts the communications between the client's computer and our server, so that they cannot be intercepted. Thus, Prozis reserves the right to refuse any order paid by a transaction considered illicit. All and any activities considered illegal will be immediately reported to the competent authorities.

#### **3D Secure**

3D Secure is a communication protocol designed to improve online payments and to enable the authentication of the card user by the credit card issuer. When paying at an online store, a credit card validation process is activated. If the credit card is considered valid, 3D Secure protocol security systems check the client's identity, resorting in real time to the credit card issuer. The issuer validates the client's identity and informs the store system that the card being used is legitimate.

The goal is to protect credit card users, minimising the possibility of fraudulent credit card use and improving the overall transaction performance. This protocol is used by Visa, with the 'Verified by Visa' designation, and by Mastercard, with the 'SecureCode' designation.

#### **How is the credit card payment processed?**

After selecting the credit card payment option and clicking on 'Place Order', the client is directed to the Redunivre

payment platform where the necessary credit card data needs to be inserted, consisting of the credit card number, expiration date and security code. Finally, clicking on the button 'I validate my payment' will set the transaction in motion.

If the payment is not accepted, an error message will appear in the shopping cart window. In such an event, it is recommended to attempt the transaction again. If the problem persists however, we advise the client to contact his/her bank or credit card issuer for further information.

Once the payment is finalised, the amount will be charged from the client's credit card account. If, for any reason, it proves necessary to cancel the order, whether completely or partially, we will reimburse the corresponding amount within a maximum term of 5 working days. The transaction will show on the client's credit card extract after 2 working days, counting from the reimbursement date.

To protect our clients from potential frauds, we may ask for additional information to facilitate the payment's assessment. If such a request is made but we fail to get a reply within 3 business days, we will cancel the order and proceed to reimburse the payment.

Warning: Payments are always charged in Euros, even if prices are displayed in other currencies. Some banking entities may charge currency exchange rates. Prozis is totally alien to this fact and is not to be held responsible for it.

## **PayPal**

PayPal is a secure payment method used worldwide. For further information concerning this payment method, please visit [www.paypal.com](http://www.paypal.com).

### **Save info for future PayPal transactions**

By choosing this option, the client will not need to access the PayPal website when checking out future orders. The payment will automatically be charged from the PayPal account used to subscribe to this option.

At any time, the client can access his/her PayPal account on [www.paypal.com](http://www.paypal.com) and cancel this service. To do so, he/she must go to Profile > My Money > My preapproved payments. A list of all preapproved payments will be displayed, and from there the client can simply cancel the payment option associated to Prozis.

IMPORTANT: Prozis does not keep any PayPal account login information of the client.

## **Sofort**

Easy. Secure. Paid.

SOFORT Banking is one of the most secure payment methods on the Internet. The most important factor behind the high security of SOFORT Banking is the online banking system itself. This TÜV-certified payment system offers the buyer maximum security, thanks to the PIN & TAN codes used.

Transactions take place in real-time. An immediate payment confirmation is created, which means Prozis can dispatch the client's items directly after placing of the order.

More information about SOFORT Banking can be found [here](#).

## **Bank Transfer**

In case the client prefers not to pay for the order at the time of placing, the bank transfer option is available to pay for the order later. We will only proceed with shipping once the transfer is realised and we have confirmation from our bank that the payment is available on our account.

Our bank account details are as follows:

Bank: Banco BIC

Account holder: ONSALESIT, SA

Account number: 64329915/10/001

IBAN: PT50007900006432991510191

BIC/SWIFT: BPNPPTPL

Country: Portugal

It is strongly recommended to provide a reference to the order number in the bank transfer comments, and to send a proof of payment to our customer support service for faster payment identification and order processing.

Any additional transfer fees charged by the bank of the client are at his/her expense.

Products are reserved for 6 days. If Prozis does not receive payment for the order during this period of time, the order will be cancelled.

## **AfterPay**

If you decide to pay by purchase on invoice via AfterPay, Arvato Payment Solutions GmbH carries out the payment process for Prozis. Therefore, Arvato Payment Solutions GmbH will send you an electronic invoice for your purchases by e-mail. When paying by purchase on invoice, you will always receive the goods first and then have a payment period of 14 days. With installment purchase, you will receive invoices after receiving the goods according to the terms you have selected. You can find further information under [www.AfterPay.de](http://www.AfterPay.de).

## **SHIPPING**

With the exception of some rare cases alien to PROZIS, all orders placed and paid for via Credit Card or PayPal will be shipped on the same day, as long as the payment is realised before 11:15 on a working day. Orders paid for at a later time will be shipped on the next working day.

The bank transfer\* payment option is subject to a confirmation period which can vary between 24 hours and 5 working days, according to the country from which the transfer is made. In regard to this payment method, Prozis has no control whatsoever over the term in which the transfer is executed, for which the customer's bank is responsible. In such cases, the order will be shipped on the day Prozis receives payment confirmation from the bank in question.

\* The above-mentioned payment methods are not available for every country. To know what payment methods are available for the client's country, please read the information available, under "Payment Methods".

Should any concerns arise regarding the order (delivery address confirmation, payment verification, out-of-stock products, etc.), we will contact the client by Helpdesk message. We will wait for an answer from the client for three working days. The order will not be shipped until we receive an answer to our message. If no answer is received within the indicated time period, the order will be cancelled and its payment reimbursed to the client.

## **Delivery area**

An order placed on [www.prozis.com/at](http://www.prozis.com/at) can only be delivered to Austria. If the delivery address is in another country, the customer must register in the respective shop and place the order there.

## **DELIVERY**

Once the order is shipped, the client will receive a confirmation email with the respective invoice, a tracking number and a link that allows tracking of the order on the transport service website.

The client may also access this tracking link by logging into his/her Prozis account and clicking on the "Orders" tab shown on the login page. By clicking on an order in the column "Orders History" on the left hand side of the screen, the client will be given all the information about that same order in the column "Order Details" on the right hand side of the screen, including the above-mentioned link.

It is possible that, at the time the shipping confirmation with the tracking number is sent to the client, attempting to track the order online does not yet provide any results. It may take up to 24 hours after receiving the shipping confirmation e-mail for any tracking updates to become available on the transport service website.

Orders are delivered from Monday to Friday, except for national or municipal holidays, at the address provided by the client when placing the order.

The client may receive the order at whatever address he/she prefers (with the exception of PO Boxes). All that needs to be done is to provide us with the address where he/she will be at between 9 a.m. and 7 p.m. The chosen transport service will attempt to deliver the order at the address indicated by the client.

**WARNING:** The client cannot choose a specific delivery time, because deliveries are conditioned by the routes defined by the transport service on the respective delivery date.

Providing an incorrect or incomplete address may lead to the parcel being returned to PROZIS, leading to extra costs that will be imputable to the client. Hence we recommend the client to always make sure that the delivery address he/she provides when placing the order is complete and accurate. Once the order is processed it is no longer possible to change either the delivery address, or the billing details.

**In case the client is not present at the designated address on the delivery date, the procedure will be as follows:**

### **DHL**

DHL will leave a note, requesting the addressee to call either the agency responsible for the parcel's delivery, or its general number, so that a new delivery can be scheduled on a more suitable date. The addressee has 5 working days to contact the delivery service and schedule a new delivery. If he/she fails to do so within this deadline, the order in question will be returned to Prozis.

### **DPD**

DPD will leave a note, requesting the addressee to call either the agency responsible for the parcel's delivery, or its general number, so that a new delivery can be scheduled on a more suitable date. The addressee has 5 working days to contact the delivery service and schedule a new delivery. If he/she fails to do so within this deadline, the order in question will be returned to Prozis.

## **DELIVERY DEADLINES**

### **DHL Express**

Once the customer's order has been shipped we guarantee a delivery deadline of 1 working day, unless the delivery address is in a remote area. In that case the delivery deadline amounts to 2 working days.

### **DHL DDI**

Once the customer's order has been shipped, delivery is due in 3 days or more, depending on the destination country.

### **DPD**

Once the client's order has been shipped, we guarantee a delivery deadline of 3 working days, unless the delivery address is in a remote area. In that case the delivery deadline amounts to 4 working days.

**WARNING:** The delivery deadlines are guidelines and are therefore only be considered valid when there are no physical or structural impediments to delivery (e.g. incorrect delivery addresses or forces beyond our control such as strikes, missed connections and poor weather conditions, among others).

## **SHIPPING COSTS**

Shipping costs are automatically calculated by our system, depending on the following factors:

- the actual or volumetric weight of the parcel (whichever the highest);
- the order value (at least one free shipping option will be available for orders with a value of €29.99 or more);
- the transport service price tables, which are updated on a regular basis.

Shipping costs are automatically updated as the client adds items to the shopping cart.

## **RETURNED ORDERS**

In case an order is returned to Prozis for reasons not imputable to Prozis or the transport service, Prozis will reimburse the amount paid for the order with a deduction of the shipping and return costs.

The client can choose to be reimbursed via the original payment method, or by means of a reimbursement coupon that can be applied to a future order. The respective coupon will remain valid for a duration of 12 months, counting from the coupon creation date. After this period has passed, no further reimbursement can be issued. In case the original payment was made via bank transfer, the client will have to provide bank account details for the reimbursement to be realized.

If the reason for the unsuccessful delivery and the return of the order falls under the responsibility of the transport service, regardless of the chosen payment method, the client will have to send us a written complaint that will be subjected to analysis by the transport service. In case the delivery problem is due to an incomplete or incorrect delivery address, we request a proof of address from the client to be attached to the complaint (e.g. a gas, water or electricity bill).

The solution that Prozis will present to the client depends on the answer provided by the transport service. Therefore, in cases of complaints regarding the transport service, we can only present a solution to the client once the transport service informs us of their assessment. If the transport service accepts full responsibility for the return of the parcel, and all the products initially ordered are still available, we will suggest to the client a replacement order, without any additional costs. Instead of a replacement order, the client can also opt for a full refund. If the transport service does not accept responsibility, we cannot accept the complaint and as such cannot send a replacement order. The refund will then be subject to the above-mentioned terms regarding returned orders for reasons not imputable to Prozis or the transport service.

## **ORDER CANCELLATION**

The client can only cancel the order directly from his/her account as long as it has not yet been paid for and is not already being processed. If these conditions are met, the client can simply access his/her account, click on "My Prozis account" and then on "My orders". In the column "Orders history", the client can then select the order to be cancelled, causing all relevant order information to appear in the column "Order details". At the bottom of this order details section (it may be necessary to scroll down), he/she can click on "Cancel order". Once the order is cancelled, the client will receive a confirmation message.

Order cancellation is only possible via the previously described procedure. Any cancellation request made by any other means will not be fulfilled.

## **RETURNS**

Should the client wish to return one or more items, this can be done within 14 days after receiving the order, as long as the products are intact, sealed, complete and inside the original packaging. The packaging cannot be damaged, altered or scratched. It is up to the client to ensure that the returned items arrive at our facilities within 28 days, counting from the day on which the order was delivered.

To exercise the right of return, the client will have to contact our Customer Service. It will be necessary to specify the order number, the descriptions or reference numbers of the products to be returned, and how the reimbursement is to take place. Reimbursement is possible either via the original payment method or by means of a reimbursement coupon, that remains valid for 12 months after it is issued. Once this period has passed, no new reimbursement can be issued.

The client also needs to be aware if the product to be returned was acquired as part of any promotional campaign, and if any free product was attributed to the order as a result of the product's acquisition. If that is the case, it will be necessary to not only return the product in question, but also the product that was added for free. Both products are required to comply with the aforementioned guidelines.

A pack, composed of various products, can only be returned in its entirety. If the client wishes to return a product belonging to a pack, it will be necessary to return all the products that are part of that particular pack. All of the pack's products are required to comply with the aforementioned guidelines.

It is up to the client to send the item(s) to the following address:

Prozis

Rua do Cais n. 198, Fontarcada

4830-345 Póvoa de Lanhoso

Portugal

In case of incomplete or damaged products, products without their original packaging and/or label, or products that present signs of use, returns will not be accepted.

Neither do we accept returns of products that will expire in less than a month, underwear or swimming clothes, or offers or products that were purchased with ProzisPoints.

If we do receive an item in any of the above mentioned conditions or with the transport service label placed directly on the respective product packaging, the client will lose the right to be reimbursed and will be granted 10 days to have the item(s) picked up from our premises, paying for the collection costs.

## EXCHANGES

The client will have to return the item(s), request the respective reimbursement, and subsequently place a new order. The entire return process is described in detail in the paragraph **RETURNS**.

## REIMBURSEMENT METHODS

PROZIS will do everything in its power to reimburse the client as quickly as possible. PROZIS is however entitled to a maximum reimbursement term of 15 days, counting from the day the product arrives back at our warehouse.

If the payment was made by credit card, the reimbursement will be issued to the account associated with the credit card that was used for the original payment, and it will appear on the client's next bank statement.\*

If the payment was made by PayPal, the reimbursement payment will be made to the respective Paypal account and will become available immediately.\*

If the chosen payment method was Cash on Delivery or ATM/bank transfer, the client will be asked for the necessary details of the account on which he/she wishes to receive the reimbursement.\*

\* Please note that the above-mentioned payment methods are not available for every country. To know what payment methods are available for the client's country, please read the information available above, under "Payment Methods".

The client may also choose to be reimbursed through a discount coupon, regardless of the original payment method used. This coupon will remain valid for 12 months, counting from the day on which it is created. Once this period has passed, it will be impossible to realize any further reimbursement.

## SHIPPING COSTS REIMBURSEMENT

In case PROZIS is liable for the return of the order, we will reimburse the respective shipping costs (e.g. in case of defective products or products different from the ones actually ordered).

However, if an order consisting of several products contains only one defective product, the shipping costs will not be reimbursed.

## Reservation of Proprietary Rights

The goods remain our property until full payment.

For businesses, the following applies in addition: We reserve the right to ownership of the goods until full settlement of all claims arising from a current business relationship. the customer may resell the reserved goods in ordinary business; Any claims arising out of this resale will be transferred to us in advance, irrespective of the connection or mixing of the reserved goods with a new item, in the amount of the invoice amount and we accept this assignment. They remain authorized to collect the receivables, but we may also collect claims ourselves, insofar as the customer fail to meet his/her payment obligations.

## Damages in transit

If goods are delivered with obvious transport damage, please report such errors to the delivery company as soon as possible and contact us immediately. The non-compliance of a complaint or contact has no consequences for his/her statutory claims and their enforcement, in particular his/her warranty rights. However, they help us to assert our own claims against the carrier or the transport insurance.

## Warranty and guarantees

Unless otherwise expressly agreed in the following, the statutory right of non-liability shall apply. For consumers, the limitation period for claims for defects for used items is one year from delivery of the goods.

For Businesses, the limitation period for claims for defects shall be one year from the transfer of risk;

As an agreement on the quality of the goods, only our own data and the product descriptions of the manufacturer, which were included in the contract, are valid as an agreement with the company; We accept no liability for any public statements made by the manufacturer or any other advertising material. If the delivered item is defective, we shall provide the business with a guarantee by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery).

The above limitations and deadline reductions do not apply to claims due to damages caused by us, our legal representatives or vicarious agents

- In case of injury to life, body or health.
- In case of intentional or grossly negligent breach of duty as well as fraudulent intent.
- In the event of a breach of essential contractual obligations, the fulfillment of which will allow the proper performance of the contract at first and on which the contractual partner may regularly rely (cardinal obligations)
- In case of injury to life, body or health.
- In case of intentional or grossly negligent breach of duty as well as fraudulent intent.
- Within the framework of a guarantee promise, as agreed.
- Insofar as the scope of the Product Liability Act is in force.

Information about any applicable additional warranties and their exact terms can be found at the product and on special information pages in the onlineshop.

Customer service: From Monday to Friday: from 10:00 to 14:00 and from 15:00 to 19:00. By telephone under the number: 03222 1090484 or by a written message:

<https://www.prozis.com/en/customer-service/message-new>

## **Liability**

We are always liable without limitation for claims due to damages caused by us, our legal representatives or vicarious agents

- In case of injury to life, body or health,
- In case of intentional or grossly negligent breach of duty,
- In case of warranty, as agreed, or
- Insofar as the scope of the Product Liability Act is in force.

In the event of a breach of essential contractual obligations, which can only be carried out on the basis of the proper execution of the contract, and which the contractual partner may regularly rely on (the liability of the contractual partner) by slight negligence of us, our legal representatives or vicarious agents, the liability shall depend on the foreseeable liability Damage that is typically expected to occur.

Furthermore, claims for damages are excluded.

## **Code of Conduct**

We have submitted the criteria

[http://www.trustedshops.com/tsdocument/TS\\_QUALITY\\_CRITERIA\\_de.pdf](http://www.trustedshops.com/tsdocument/TS_QUALITY_CRITERIA_de.pdf)

## **Dispute resolution**

The European Commission provides a platform for online dispute resolution (OS), which can be found here <http://ec.europa.eu/consumers/odr/>

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## **Final provisions**

If the customer are a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal person governed by public law or a public special fund, our exclusive place of jurisdiction for all disputes arising from contractual relationships between us and the customer is our business.

PROZIS is trademark of Prozis.com, S.A., PT 506 806 693 Zona Franca Industrial – Pavilhão K Modelo 6 Caniçal Portugal