Όροι & Προϋποθέσεις

General Terms and Conditions

Access to and navigation on this site are subject to these General Terms and Conditions and also to the Privacy and Data Protection Policy presented by the company PROZIS.COM (CY) LIMITED, company number HE 449966 and tax number 60019455I, hereinafter referred to as PROZIS®, by reference to the corporate group it belongs to.

Introduction

Sales made via the online store www.prozis.it presuppose the acceptance by the customer of the General Conditions of Sale that are established in compliance with the legislation applicable to the e-commerce sector in general as well as with the applicable rules on quality and safety of foodstuff and environmental matters.

PROZIS, however, reserves the right to change these General Conditions of Sale without prior notice and is obliged to publish any changes to this website.

PROZIS may not be held responsible for any facts arising from the unavailability of the site, whatever its duration, and reserves the right to restrict access to certain areas of the site for technical reasons or in order to comply with legal obligations.

Concepts and Definitions

Customer - any natural person at least of 16 of age and who creates a customer account under the commitment that all information related to their identification and other required data for the placement and processing of their orders are true, up-to-date and complete. For all purposes, PROZIS considers that a legal entity is identified and individualized by the connection between its commercial designation, registered office and Tax ID number indicated at the time of creation of the respective customer account.

Cookie - small data file sent to the customer's electronic device, which is stored in it. When an account is created on the website, the customer's device will store a cookie that will allow the customer's automatic identification on each future visit of the website. Cookies are also used so that the system may track the customer's steps during a shopping session. If the customer fails to accept the use of essential cookies, the customer will not be able to use this website.

Personal data - information relating to an identified or identifiable natural person ("data subject"), which is directly or indirectly identifiable by reference to an identifier (e.g. name; identification number; e-mail address; IP address; etc.).

Intellectual Property - all intellectual property rights to the software and content made available through this website are property of PROZIS and are licensed and protected by worldwide laws and treaties. All these rights are reserved to PROZIS and its suppliers. The customer may save, print or present the contents of this website for their personal use only. Publication, manipulation, distribution or reproduction, in any format, of any content made available in this website is forbidden, as so it is its connection to any business or company.

PROZIS - registered trademark owned by PROZIS.COM, S.A..

Customer Service - the support, order management and customer account service of the online store, carried out by PROZIS.COMMERCIAL, S.A., tax no. PT507107381, a company which is part of the same business group as the controller, acting under a service agreement entered into with PROZIS for that specific purpose.

Website – internet website www.prozis.it, operated by the company PROZIS.TECH, S.A., tax no. PT504276638, which also ensures the security and operation of this site, as well as the digital processing of orders. The logistic management of the sales is provided by the company PROZIS SERVIZI S.R.L, tax no. 11438070960. The financial management of the operations is provided by the company PROZIS.GROUP, S.A., tax no. PT509423272. With each of the said companies, which belong to the same business group of the controller, the necessary service contracts have been concluded, including the Privacy and Data Protection Policy. These parties may, subject to prior authorisation, engage the services of specifically qualified third parties to carry out the acts necessary to fulfil the obligations arising from the customer-Prozis commercial relationship.

Physical address of the commercial establishment - the headquarters of the company PROZIS.COM (CY) LIMITED, headquartered at Arch. Makariou III, 41, Toumazis Tower, 1st Floor, Flat/Office 2, 1065 Nicosia, Cyprus, being this the address to which the consumer should address written complaint.

Object

The **General Conditions of Sale** text aims to regulate the terms of the commercial transactions set between PROZIS and the Customer. **The Privacy and Data Protection Policy** aims to identify privacy protection measures with regard to the processing of personal data and the free movement of personal data, including the personalized management tools for personal data provided by customers.

1. Ordering and Purchasing Process

The ordering and purchasing process is only possible after the creation of a customer account and/or the customer's login to the online store, which should follow the various sequential steps of the ordering process that will allow registration of the purchase.

Payment Terms and Methods

Upon completion of the ordering process in the customer's personal account, the purchase will be registered and the customer will have a deadline, indicated in the payment method selected, to proceed to the payment. At the end of this period, if there is no confirmation of payment, and provided that the customer has not selected the cash on delivery payment method, the order will be cancelled. Some payment methods allow the saving of the data required to carry out the payment transaction. However, in this context, no personal data of the customer will be stored, so, such data management should be done directly with the service provider. Exception should be made for situations where the service provider allows the management of personal data to be made directly on the website, in which case, whenever in compliance with the applicable legal provisions, the indications issued by the provider will be complied with, in particular in protection of personal data. In either case, no data related to payment information provided by the customer will be stored unless prior and express consent has been given by the customer.

ΜΕΘΟΔΟΙ ΠΛΗΡΩΜΗΣ

Πιστωτική Κάρτα

Είναι δυνατόν για τον πελάτη να χρησιμοποιήσει πιστωτική κάρτα και να επωφεληθεί από την ταχύτητα και την ευελιξία των συναλλαγών που προσφέρει αυτή η μέθοδος πληρωμής. Όλες οι συναλλαγές στην ιστοσελίδα μας είναι ασφαλείς.

Είναι ασφαλές να πληρώνω online με την κάρτα μου;

Η Prozis χρησιμοποιεί έναν υπερσύγχρονο μηχανισμό ανίχνευσης και πρόληψης απάτης. Αυτή η λύση επιτρέπει την επαλήθευση της αυθεντικότητας των online πληρωμών, διασφαλίζοντας παράλληλα την ακεραιότητα και την ασφάλεια των δεδομένων των πελατών μας, καθώς και την ταυτοποίησή τους.

Αυτό το χαρακτηριστικό ασφαλείας παρέχεται μέσω της τεχνολογίας SSL (Secure Socket Layer) που κρυπτογραφεί τις επικοινωνίες μεταξύ του υπολογιστή του πελάτη και του διακομιστή μας, ώστε να μην μπορούν να υποκλαπούν. Έτσι, η Prozis διατηρεί το δικαίωμα να αρνηθεί οποιαδήποτε παραγγελία πληρωμένη με συναλλαγή που θεωρείται παράνομη. Όλες οι δραστηριότητες που θεωρούνται παράνομες θα αναφέρονται αμέσως στις αρμόδιες αρχές.

3D Secure

Το 3D Secure είναι ένα πρωτόκολλο επικοινωνίας σχεδιασμένο για να βελτιώσει τις online πληρωμές και να επιτρέψει την ταυτοποίηση του χρήστη της κάρτας από τον εκδότη της πιστωτικής κάρτας. Κατά την πληρωμή σε ένα ηλεκτρονικό κατάστημα, ενεργοποιείται μια διαδικασία επαλήθευσης της πιστωτικής κάρτας. Εάν η πιστωτική κάρτα θεωρηθεί έγκυρη, τα συστήματα ασφαλείας του πρωτοκόλλου 3D Secure ελέγχουν την ταυτότητα του πελάτη, καταφεύγοντας σε πραγματικό χρόνο στον εκδότη της πιστωτικής κάρτας. Ο εκδότης επικυρώνει την ταυτότητα του πελάτη και ενημερώνει το σύστημα του καταστήματος ότι η κάρτα που χρησιμοποιείται είναι νόμιμη.

Ο στόχος είναι να προστατευτούν οι χρήστες πιστωτικών καρτών, ελαχιστοποιώντας τη δυνατότητα δόλιας χρήσης πιστωτικών καρτών και βελτιώνοντας τη συνολική απόδοση των συναλλαγών. Αυτό το πρωτόκολλο χρησιμοποιείται από τη Visa, με την ονομασία 'Verified by Visa', και από τη Mastercard, με την ονομασία 'SecureCode'.

Πώς γίνεται η επεξεργασία της πληρωμής με πιστωτική κάρτα;

Αφού επιλέξετε την επιλογή πληρωμής με πιστωτική κάρτα και κάνετε κλικ στο 'Ολοκλήρωση Παραγγελίας', ο πελάτης κατευθύνεται στην πλατφόρμα πληρωμών Redunicre όπου πρέπει να εισαχθούν τα απαραίτητα δεδομένα της πιστωτικής κάρτας, που περιλαμβάνουν τον αριθμό της πιστωτικής κάρτας, την ημερομηνία λήξης και τον κωδικό ασφαλείας. Τέλος, κάνοντας κλικ στο κουμπί Έπικυρώνω την πληρωμή μου' θα ξεκινήσει η συναλλαγή.

Εάν η πληρωμή δεν γίνει αποδεκτή, θα εμφανιστεί ένα μήνυμα σφάλματος στο παράθυρο του καλαθιού αγορών. Σε αυτή την περίπτωση, συνιστάται να προσπαθήσετε ξανά τη συναλλαγή. Εάν το πρόβλημα παραμένει, συμβουλεύουμε τον πελάτη να επικοινωνήσει με την τράπεζά του ή τον εκδότη της πιστωτικής κάρτας για περαιτέρω πληροφορίες.

Μόλις ολοκληρωθεί η πληρωμή, το ποσό θα χρεωθεί από τον λογαριασμό πιστωτικής κάρτας του πελάτη. Εάν, για οποιονδήποτε λόγο, χρειαστεί να ακυρωθεί η παραγγελία, είτε εν μέρει είτε εξ ολοκλήρου, θα επιστρέψουμε το αντίστοιχο ποσό εντός μέγιστης προθεσμίας 5 εργάσιμων ημερών. Η συναλλαγή θα εμφανιστεί στο απόσπασμα πιστωτικής κάρτας του πελάτη μετά από 2 εργάσιμες ημέρες, μετρώντας από την ημερομηνία επιστροφής χρημάτων.

Για να προστατεύσουμε τους πελάτες μας από πιθανές απάτες, ενδέχεται να ζητήσουμε πρόσθετες πληροφορίες για να διευκολύνουμε την αξιολόγηση της πληρωμής. Εάν γίνει τέτοιο αίτημα αλλά δεν λάβουμε απάντηση εντός 3 εργάσιμων ημερών, θα ακυρώσουμε την παραγγελία και θα προχωρήσουμε στην επιστροφή της πληρωμής.

Προειδοποίηση: Οι πληρωμές χρεώνονται πάντα σε Ευρώ, ακόμα κι αν οι τιμές εμφανίζονται σε άλλα νομίσματα. Ορισμένες τραπεζικές οντότητες ενδέχεται να χρεώνουν τέλη συναλλαγματικής ισοτιμίας. Η Prozis είναι εντελώς άσχετη με αυτό το γεγονός και δεν φέρει καμία ευθύνη γι' αυτό.

Order Cancellation

The customer can only cancel the order prior to the respective payment and processing. If that should be the case, cancellation should be requested by choosing the "Orders" option, available in the personal area of the customer account. To do so, the customer must select the order that intends to cancel and click on the "Cancellation Order" button. Once the order has been cancelled, a message requesting confirmation of that purpose shall be displayed.

Remark: Order cancellation is only possible through the abovementioned process. Any similar request made by other means cannot be fulfilled.

2. Delivery Process

ΑΠΟΣΤΟΛΗ

Με την εξαίρεση ορισμένων σπάνιων περιπτώσεων που δεν σχετίζονται με την PROZIS, όλες οι παραγγελίες που πραγματοποιούνται και πληρώνονται μέσω πιστωτικής κάρτας ή PayPal θα αποστέλλονται την ίδια ημέρα, εφόσον η πληρωμή πραγματοποιηθεί πριν από τις 12:15 σε εργάσιμη ημέρα. Οι παραγγελίες που πληρώνονται αργότερα θα αποστέλλονται την επόμενη εργάσιμη ημέρα.

Η επιλογή πληρωμής μέσω τραπεζικής μεταφοράς* υπόκειται σε περίοδο επιβεβαίωσης που μπορεί να κυμαίνεται από 24 ώρες έως 5 εργάσιμες ημέρες, ανάλογα με τη χώρα από την οποία πραγματοποιείται η μεταφορά. Σχετικά με αυτή τη μέθοδο πληρωμής, η Prozis δεν έχει κανέναν έλεγχο επί του χρόνου εκτέλεσης της μεταφοράς, για τον οποίο είναι υπεύθυνη η τράπεζα του πελάτη. Σε τέτοιες περιπτώσεις, η παραγγελία θα αποστέλλεται την ημέρα που η Prozis λαμβάνει επιβεβαίωση πληρωμής από την εν λόγω τράπεζα.

* Οι προαναφερθείσες μέθοδοι πληρωμής δεν είναι διαθέσιμες για κάθε χώρα. Για να μάθετε ποιες μέθοδοι πληρωμής είναι διαθέσιμες για τη χώρα του πελάτη, παρακαλούμε διαβάστε τις πληροφορίες που είναι διαθέσιμες στην ενότητα "Μέθοδοι Πληρωμής".

Σε περίπτωση που προκύψουν ανησυχίες σχετικά με την παραγγελία (επιβεβαίωση διεύθυνσης παράδοσης, επαλήθευση πληρωμής, προϊόντα εκτός αποθέματος, κ.λπ.), θα επικοινωνήσουμε με τον πελάτη μέσω μηνύματος Helpdesk. Θα περιμένουμε απάντηση από τον πελάτη για τρεις εργάσιμες ημέρες. Η παραγγελία δεν θα αποσταλεί μέχρι να λάβουμε απάντηση στο μήνυμά μας. Εάν δεν ληφθεί απάντηση εντός της καθορισμένης χρονικής περιόδου, η παραγγελία θα ακυρωθεί και η πληρωμή της θα επιστραφεί στον πελάτη.

ΠΑΡΑΔΟΣΗ

Μόλις αποσταλεί η παραγγελία, ο πελάτης θα λάβει ένα email επιβεβαίωσης με το αντίστοιχο τιμολόγιο, έναν αριθμό παρακολούθησης και έναν σύνδεσμο που επιτρέπει την παρακολούθηση της παραγγελίας στην ιστοσελίδα της υπηρεσίας μεταφοράς.

Ο πελάτης μπορεί επίσης να έχει πρόσβαση σε αυτόν τον σύνδεσμο παρακολούθησης συνδεόμενος στον λογαριασμό του Prozis και κάνοντας κλικ στην καρτέλα "Παραγγελίες" που εμφανίζεται στη σελίδα σύνδεσης. Κάνοντας κλικ σε μια παραγγελία στη στήλη "Ιστορικό Παραγγελιών" στην αριστερή πλευρά της οθόνης, ο πελάτης θα λάβει όλες τις πληροφορίες σχετικά με την ίδια παραγγελία στη στήλη "Λεπτομέρειες Παραγγελίας" στη δεξιά πλευρά της οθόνης, συμπεριλαμβανομένου του προαναφερθέντος συνδέσμου.

Είναι πιθανό ότι, τη στιγμή που αποστέλλεται η επιβεβαίωση αποστολής με τον αριθμό παρακολούθησης στον πελάτη, η προσπάθεια παρακολούθησης της παραγγελίας online να μην παρέχει ακόμη αποτελέσματα. Μπορεί να χρειαστούν έως και 24 ώρες μετά τη λήψη του email επιβεβαίωσης αποστολής για να γίνουν διαθέσιμες οι ενημερώσεις παρακολούθησης στην ιστοσελίδα της υπηρεσίας μεταφοράς.

Οι παραγγελίες παραδίδονται από Δευτέρα έως Παρασκευή, εκτός από εθνικές ή δημοτικές αργίες, στη διεύθυνση που παρέχει ο πελάτης κατά την τοποθέτηση της παραγγελίας.

Ο πελάτης μπορεί να λάβει την παραγγελία στη διεύθυνση που προτιμά (με εξαίρεση τα Ταχυδρομικά Κουτιά). Το μόνο που χρειάζεται να κάνει είναι να μας δώσει τη διεύθυνση όπου θα βρίσκεται μεταξύ 9 π.μ. και 7 μ.μ. Η επιλεγμένη υπηρεσία μεταφοράς θα προσπαθήσει να παραδώσει την παραγγελία στη διεύθυνση που έχει υποδείξει ο πελάτης.

ΠΡΟΕΙΔΟΠΟΙΗΣΗ: Ο πελάτης δεν μπορεί να επιλέξει συγκεκριμένη ώρα παράδοσης, καθώς οι παραδόσεις εξαρτώνται από τις διαδρομές που ορίζονται από την υπηρεσία μεταφοράς την αντίστοιχη ημερομηνία παράδοσης.

Η παροχή λανθασμένης ή ελλιπούς διεύθυνσης μπορεί να οδηγήσει στην επιστροφή του δέματος στην PROZIS, προκαλώντας επιπλέον κόστη που θα επιβαρύνουν τον πελάτη. Συνεπώς, συνιστούμε στον πελάτη να βεβαιώνεται πάντα ότι η διεύθυνση παράδοσης που παρέχει κατά την τοποθέτηση της παραγγελίας είναι πλήρης και ακριβής. Μόλις η παραγγελία επεξεργαστεί, δεν είναι πλέον δυνατή η αλλαγή ούτε της διεύθυνσης παράδοσης, ούτε των στοιχείων χρέωσης.

ΠΡΟΘΕΣΜΙΕΣ ΠΑΡΑΔΟΣΗΣ

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ΠΡΟΕΙΔΟΠΟΙΗΣΗ: Οι προθεσμίες παράδοσης είναι κατευθυντήριες γραμμές και συνεπώς θεωρούνται έγκυρες μόνο όταν δεν υπάρχουν φυσικά ή δομικά εμπόδια στην παράδοση (π.χ. λανθασμένες διευθύνσεις παράδοσης ή δυνάμεις πέρα από τον έλεγχό μας όπως απεργίες, χαμένες συνδέσεις και κακές καιρικές συνθήκες, μεταξύ άλλων).

ΚΟΣΤΗ ΑΠΟΣΤΟΛΗΣ

3. Right of Withdrawal from the Contract

In compliance with articles 9 and 11 of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 applicable to distance and off-premises contracts, to withdraw from this contract within 14 calendar days without giving any reason.

The period for exercising the right of withdrawal shall expire 14 days from the day following the day on which the consumer, or a third party other than the carrier and indicated by the consumer, acquires physical possession of the goods.

To exercise the right of withdrawal, the consumer must inform of their decision to withdraw from this contract via an unequivocal statement, sent by post to PROZIS - Prozis Servizi – Via Aldo Moro, 2, Pieve Emanuele (MI) CAP 20072, Italia, which must be preceded by a message to the Customer Support Service, available on the www.prozis.com website. The order number and the description or reference of the product(s) to be returned must be communicated in this contact, as well as the intended form of reimbursement of the amount paid.

The customer may use the electronic withdrawal form available <u>here</u>or, alternatively, the download the paper version of the form <u>here</u>, but it is not mandatory

To meet the withdrawal deadline, customer must send their communication concerning their exercise of the right of withdrawal before the withdrawal period has expired described below.

The procedures set out in the Annex to that document and to the provisions of point 4. infra (Returns) shall apply to the exercise of this right of withdrawal and in all matters not provided for in the model form. In this context,

PROZIS will fully reimburse the amount that the customer may have paid by way of delivery, with the exception of: a) any supplementary costs resulting from the choice of a type of delivery other than the least expensive type of standard delivery provided by us; b) any costs of returning the order as a result of this exercise of the right of withdrawal. In either case, the customer will bear the cost of returning the items to the warehouse.

Within 24 hours, PROZIS will acknowledge receipt of the customer's notice of withdrawal from the contract.

4. Returns and Exchange Procedure

5. Specific Conditions for Commercialization and Order Processing

All the procedures deemed necessary to ensure that every product details, descriptions and prices presented on the site comply with the applicable legal requirements are strictly followed. However, there may be situations where product information, including pricing and promotional campaigns, have not been correctly published. In these cases, PROZIS reserves the right not to fulfill orders containing the respective products. In the event that an order containing such products has been placed, the Customer Support team will contact the customer in order to inform of the impossibility to proceed with the order.

Orders may also not be shipped for other reasons, such as:

- out-of-stock situations;
- failure to obtain payment authorization;
- order deemed fraudulent.

Whenever detected in advance, any restriction to the commercialization of a product will lead to its out-of-stock status.

Insofar as products may at any time be subject to restrictions or impediments to marketing in the country of the delivery address, the customer must ensure that the product purchased complies with the applicable legislation in that territory, regardless of the possibility of customs or border controls. In this case, non-delivery of the order, even partial, may not be attributable to Prozis since it is the customer's responsibility to ensure compliance with the regulatory or customs requirements and obligations of the destination address. Prozis does not guarantee the possibility of redirecting an order once it has been dispatched; should this be possible, all costs arising from such a change will have to be borne by the customer.

All products, campaigns, promotions and offers are limited to the effective available stock and / or limited units determined for each campaign.

- If the payment method chosen is cash on delivery and the order contains a product for which there is no longer available stock, such product will be withdrawn from the order. After contacting the customer and upon confirmation of the customer's intent, the shipment of the remaining products will be made. In case of one or more products in a pack, after contacting the customer for the purpose of confirming that situation, the pack will be withdrawn in full from the order.
- If the order is paid by Credit Card and contains a product for which there is no longer physical stock, the product out of stock will be removed from the order, and the remaining products will be shipped so as not to delay the delivery process. In case of one or more products in a pack, the pack will be withdrawn in full from the order. Following this, the refund will be processed in the original form of payment, as described above, and the customer will be contacted by the Customer Support team in order to be informed about the order change and of the confirmation that the request for refund has already been set in motion.
- In case the order contains a product for which there is no longer available stock and this product has been exchanged for ProzisPoints, that product will be withdrawn from the order and the remaining products will be shipped so as not to delay the delivery process. As a consequence, the corresponding ProzisPoints will be immediately refunded to the customer's account. The customer will also be informed of the change and of the refund of ProzisPoints.

PROZIS also reserves the right not to allow the conclusion of the purchase process if any situation, - other than those specifically described in this document - is detected as a result of a computer error in the creation of the order, at any of the its stages, and associated with logistical issues. The same prerogative shall take place as a result of the acknowledgement or of the imposition, by any competent authority, of any restriction or restraint on the commercialization of the products. To prevent the latter situation, customers are advised to check, whenever

possible, that the product in question complies with the regulations applicable to the country of the delivery address.

The use of discount coupons associated with credit accumulated in previous purchases, promotional campaigns, or even with compensation granted as a consequence of the acceptance of the validity of any claims made by the customer, will only be effective if the requirements or conditions disclosed at the date of activation are met, namely regarding the term, stock availability and compliance with the legal provisions applicable at the time of purchase.

Prozis Gift Card

The purchase of the PROZIS Gift Card product is subject to the prior acceptance of the conditions of use described in the product description card, for which it cannot be purchased through the exclusive application of one or more credit coupons accumulated in previous purchases. PROZIS Gift Cards are valid for 12 (twelve) months from the date of purchase, regardless of when their activation code is transmitted to the recipient.

Given the nature of this product, and as mentioned above, PROZIS Gift Cards are also non-exchangeable and non-refundable, as they are intended as a gift from the customer for use by third parties. Given the fact that the use of this type of product cannot be combined with other promotional codes which may be in effect at the time of use, the recipient of a PROZIS Gift Card may only use it in combination with other PROZIS Gift Cards which may have been received.

Additional Information

PROZIS may change prices without prior notice.

Payments are always made in euros, even when prices are displayed in other currencies. Some banking entities may charge exchange rates. PROZIS is totally unaware of this fact and takes no responsibility for it.

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Customer should not use the information provided on this page to diagnose or treat any health problem or to prescribe any medication or other treatment. Customer should always consult the doctor or pharmacist and carefully read all information provided by the manufacturer of a particular product, as well as the information on the package leaflet or packaging of any nutritional, vegetable or homeopathic medicine or supplement, before starting any diet or training program or before starting any treatment for any health problem. Each individual is different, and the way one reacts to a particular product may differ significantly from the way other may react to the same product.

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The statements on the website have not been reviewed by the Food Safety local authority.

6. Warranty

As access to goods and services corresponding to those contracted and with the guarantee of correct functioning is one of consumers' fundamental rights, PROZIS will ensure, in cases proving to be legitimate and for a period of 36 months from the date of delivery (except for perishable goods), one of the below stated solutions, without prejudice to the right of rejection that the customer may exercise in case of lack of conformity verified until the 30th day after delivery of the good:

• Repair of the damaged good, ensuring proper functioning and / or the final quality;

- Exchange of the good for an equal good;
- Exchange of the good for a similar good, in regards to its characteristics and purpose, as long as agreed with the client;
- Termination of the contract and consequent refund.

The exercise of the warranty right by the customer will always take place upon submission of the complaint to the Customer Service and the return of the damaged or of the non-compliant product, for which Prozis shall bear the costs, after prior remote assessment of the goods. To this end, the customer will be asked to send photographs or videos demonstrating the alleged non-conformity.

The product will be inspected in order to confirm the customer's effective entitlement to the warranty call, excluding all proven situations resulting, among others, from:

- Abuse, intentional damage or negligent damage by the customer;
- Normal wear and tear of the product, provided it is not within the expected levels for it, as declared by the manufacturer;
- Inability to prove the malfunction or defect indicated by the customer;
- All situations that are detected as attempted fraud.

In the event that the origin of the non-conformity cannot be determined and the customer is not informed of any possible actions to restore the conformity of the product, it shall be collected by PROZIS, at its own expenses, on a location and date to be agreed upon with the customer.

Upon inspection of the product received, the customer will be informed of the decision regarding their request. If the customer's right to call the warranty is confirmed, PROZIS will repair, replace or refund the item as soon as possible, up to a maximum of 30 days from the notification of the non-conformity of the product. This period shall only begin on the day on which the product is received at PROZIS premises, if the customer is responsible for the fact that the product was not collected on the date proposed by PROZIS.

Refund of any amount paid will be made through the same payment method used on the purchase of the product, unless otherwise agreed by the customer.

These provisions are without prejudice to any rights of the consumer, arising directly from the law in force.

Remark: in order to trigger a warranty claim, the customer must keep the original packaging, and the packing material provided, for a minimum period of two years (or for a period equivalent to the duration of the warranty extension). If Prozis collects the product, the customer must ensure that it is properly packaged, both in terms of sealing and insulation from other contact surfaces and/ or moisture during transport. To do so, the customer must: (i) place the product in the original packaging, ensuring proper wrapping in that packaging; (ii) pack the product with the original packaging in a second package for transport. The Customer Service Department will always be available to provide any clarification and/ or packaging suggestion prior to the shipment or collection of the product(s) concerned.

Remark: The conditions described in this chapter only apply to purchases of non-perishable products made after 31.12.2021. For products purchased before 01.01.2022, the provisions in force on the date of purchase and made available for download at the order confirmation stage will apply.

7. Suggestions and Complaints

The customer's opinion is very important to PROZIS as it allows the implementation of improvements in the services provided. Thus, if, for any reason, customers are not satisfied with such services or with any of the purchased products, or if they have any suggestions, PROZIS would appreciate any situation being reported, preferably by a message to Customer Service Department, within the 14th day from the date of delivery of the order.

If the customer has received a defective or damaged product, or if the product received is different from the one that the customer has actually ordered, a video shall be attached to the complaint or, as appropriate, photographs on which the problem detected or the condition of the carton delivery box may be clearly visible.

The customer must also retain, until further notice from the Customer Service Department, not only the defective, damaged or non-conforming product, but also the respective delivery carton box.

If, at the time of delivery of the order, the external appearance of the carton box is not in perfect condition, the customer shall reject the delivery, under the penalty of non-acceptance of the complaint.

Remark: If, as a result of the positive assessment of a complaint, the customer is sent a product shipping coupon for a future order, that coupon must be used within the expiration date stated on the same in order to prevent a stock-out situation.

8. Alternative Dispute Resolution

In the event of a dispute, the customer may consult the Consumer Online Dispute Resolution (ODR) entities identified on the website: https://webgate.ec.europa.eu/odr.

9. ProzisPoints