

# Terms & Conditions

## 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 600194551, hereinafter referred to as PROZIS®, by reference to the corporate group it belongs to.

## Introduction

Sales made via the online store [www.prozis.com](http://www.prozis.com) 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](http://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.

## **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 Redunicre 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.

### **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**

### **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 12:15 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**

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.

## **DELIVERY DEADLINES**

**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**

### **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](http://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 [here](#)or, alternatively, the download the paper version of the form [here](#), 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**

### **Returns & Exchanges**

#### **RIGHT OF WITHDRAWAL**

In accordance with Articles 9 and 11 of Directive 2011/83/EU of the European Parliament and of the Council of October 25, 2011, on distance and off-premises contracts, this contract may be withdrawn from within 14 calendar days without giving any reason.

The period for exercising the right of withdrawal expires 14 days from the day following the day on which the consumer or a third party designated by the consumer, other than the carrier, takes physical possession of the

goods.

To exercise their right of withdrawal, consumers must notify **PROZIS.COM (CY) LIMITED | Arch. Makariou III, 41, Toumazis Tower, 1st Floor, Flat/Office 2, 1065 Nicosia, Cyprus**, of their decision to withdraw from this contract by sending a clear statement by post, which must be preceded by a message to customer service available on the website [www.prozis.com](http://www.prozis.com). 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 refund of the amount paid.

The customer may use the electronic withdrawal form available here or, alternatively, download the paper version of the form here, but this is not mandatory.

In order to comply with the right of withdrawal, the customer must send their notification of exercising their right of withdrawal before the expiry of the withdrawal period described below.

The procedures set out in the appendix to this document and in the provisions of the section below (Returns) apply to the exercise of this right of withdrawal. In this context, PROZIS will refund the amount paid by the customer for delivery, if applicable, in full, with the exception of: a) any additional costs resulting from the choice of a delivery method other than the cheapest standard delivery method offered by us; b) any costs incurred in returning the order as a result of exercising the right of withdrawal. In both cases, the customer shall bear the cost of returning the items to the warehouse.

PROZIS shall confirm receipt of the intention to terminate the contract within 24 hours.

The refund shall be made without undue delay and within 14 days of receipt of the returned item(s) at the PROZIS warehouse, with prior notification.

**Warning:** PROZIS will refund the cost of the products using the same payment method used for the original transaction, unless the consumer has expressly agreed otherwise; in any case, the consumer will not incur any fees as a result of the refund of the amounts paid for the delivery.

## **ORDER CANCELLATION**

Regardless of the right of withdrawal, the customer may only cancel the order before payment and processing. In this case, the cancellation should be requested via the 'Orders' option in the personal area of the customer account. To do this, the customer must select the order to be cancelled and click on the 'Cancel order' button. After cancelling the order, a message will be displayed requesting confirmation of this intention.

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

## **RETURNED ORDERS**

In addition to the conditions specifically provided for in the preceding paragraph, the customer should also consider the fact that, if the product to be returned has been purchased as part of a promotional campaign and, therefore, has benefited from a product-offer, both those items should be returned. For that reason, all the products must comply with the conditions of return abovementioned, otherwise the return will not be accepted, in which case the customer will bear the costs of re-shipment (or possible disposal) and as such will not be entitled to reimbursement of any amount.

As per the products set in packs, it will only be accepted the return of the full packs. If a product that belongs to a pack is to be returned, all the products belonging to the same pack must be returned. All products must comply with the abovementioned conditions of return.

The item (s) should be sent to the following address:

**SERVIZI S.R.L.**

**Via Aldo Moro, 2, Pieve Emanuele (MI) CAP 20072, Italia**

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

The customer 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, no further reimbursement can be issued. In case the original payment was made via bank transfer, the customer will have to provide bank account details for the reimbursement to be carried out.

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

The remedy offered to the customer will depend on the results of the assessment made by the shipping customer. Therefore, should the complaint be related to the shipping company, the remedy could only be offered to the customer once the report made by the shipping company is received. If the shipping company takes full responsibility for the return of the parcel, and all the products initially ordered are still available, a replacement order will be sent to the customer, with no additional costs. However, may also opt for a full refund of the amount paid. If the shipping company declines the responsibility, the complaint shall be rejected and, as such, a replacement order cannot be sent. The refund will then be subject to the abovementioned terms regarding returned orders for reasons not imputable to Prozis or the shipping company.

## **EXCHANGES**

As a principle, direct exchanges of products are not allowed, so, in order to obtain the intended product(s), the customer shall return the item (s), request a refund and make a new purchase (by placing a new order). The entire return procedure is properly described above, in the Returns section, to which reference is made for the purpose of determining the conditions applicable to the acceptance of the products to be exchanged.

**Warning:** PROZIS reserves the right to accept the return of clothing products for future exchange if the customer, at their own expense, makes the respective return to the warehouse identified above and product is received free from defects, as described in the Returns section, particularly as to its condition and integrity. If the product is deemed suitable for return to stock, a coupon equal to the value of the product shall be issued for use on a future order. The conditions for using this coupon set out in the Coupons tab will apply. If the returned product does not meet the conditions described above, the Customer shall be informed of its non-acceptance and of the period within which the product originally shipped from the warehouse must be collected. As a rule, the customer will have 10 days to collect the item (s) at the said facilities, at their own expenses. The collection must be made by a carrier appointed by the customer as the collection by natural persons, not even by the customer, is not permitted.

## **REIMBURSEMENT METHODS**

PROZIS will do everything in its power to reimburse the customer 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 its 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 customer'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 selected payment method was Cash on Delivery or ATM/bank transfer, the customer will be requested to provide the bank account details to which the reimbursement is to be made.\*

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

The customer 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 carry out any further reimbursement.

## **SHIPPING COSTS REIMBURSEMENT**

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

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

## **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 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.

The products, information, services and other content provided on or through this page, including but not limited to any products, information, emails, services and other content offered by any hyperlink, are provided for information purposes only and in a summarized or aggregated form. This information is not intended to be considered as a substitute for advice from the customer's physician or other healthcare professional or for any information contained in the accompanying leaflet or packaging of any product. Before purchasing or using any product, information or service offered on or through this page, including but not limited to any product, information or service offered by any hyperlink, the customer should contact their doctor or pharmacist.

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.

Except where otherwise noted on the webpage, PROZIS does not sponsor any specific product or service offered, advertised or sold on or through this page, including, without limitation, any product or service offered, advertised or sold on or through any hyperlink. PROZIS is not responsible for any products or services disclosed by third parties and available on any hyperlink or any claims of quality or performance made by them. Customer is hereby advised that other web pages, including but not limited to hyperlinks or pages linked to it, may contain material or information that some people may find inappropriate or offensive, inaccurate, false, wrong or misleading, defamatory or libelous, that infringes the rights of third parties or is otherwise unlawful. PROZIS expressly states that cannot be held liable for the content, legality, decency or accuracy of any information and any products or services presented on any hyperlink or any page with a hyperlink to it.

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

**What are ProzisPoints?**

ProzisPoints are points that a client earns when purchasing any product from Prozis. A certain number of ProzisPoints is attributed to each product.

### **Where does it say how many ProzisPoints each product is worth?**

On each product page, the associated number of ProzisPoints is displayed. The number of points can be found to the right of the product image, next to where the price is shown.

### **Do ProzisPoints expire?**

Yes, ProzisPoints are valid for 12 months and this period is calculated from the date the order has been placed.

### **For what can ProzisPoints be used?**

ProzisPoints can be exchanged for exclusive gifts, or saved in the client account so they can be spent with later orders. When a client chooses to save his/her points, there will be more and more valuable gifts to choose from when placing the next order.

### **How can ProzisPoints be exchanged for gifts?**

After placing items in the shopping cart and proceeding to the order checkout, a page is shown that informs the client of the total amount of ProzisPoints available in his/her account. On this page, step 1 of order checkout, the client can choose to either save the ProzisPoints for later orders, or exchange them for gifts that appear after selecting the respective option. The client can then select the gifts and the corresponding quantities according to the number of points available, and add them to the order by clicking on "ADD TO CART". This points exchange procedure can be repeated until all available points in the account are spent. After having selected the desired gifts, the client can click on "NEXT STEP" at the bottom right corner of the page to proceed.

### **Is it possible to confirm that the ProzisPoints gifts will be sent with the other items in the order?**

When confirming the items in the shopping cart, during step 4 of order checkout, the ProzisPoints gifts will appear in the overview with the indication "FREE", meaning that the gifts do not require any payment from the client. In case the selected gifts do not appear as expected in this overview, the client is advised to repeat the procedure. At the bottom of the same page, it is displayed how many ProzisPoints were exchanged for gifts as well as how many will remain available in the account for later orders. If the client removes the gifts from the shopping cart before concluding the order, the corresponding amount of ProzisPoints will be put back into the client account.

### **What is the advantage of saving ProzisPoints?**

By choosing to save the ProzisPoints instead of spending them, the client will eventually be able to acquire gifts of a higher value.

### **Are there any other ways to earn ProzisPoints?**

By commenting on items purchased at our store, the client is able to earn more ProzisPoints. If the comments comply with our regulations, they will be approved and published on the Prozis website. The client receives 20 ProzisPoints per approved comment.

### **What is the value of one ProzisPoint?**

Each ProzisPoint is worth €0.0100.

### **Where can more detailed information about one's ProzisPoints be found?**

An overview of all the ProzisPoints movements is available in the client's Prozis account. After having logged in, this overview is accessible by clicking on the client name and selecting the option "ProzisPoints" from the drop-down menu. The page shows for which specific gifts the ProzisPoints were exchanged, how many points were earned with the purchase of each item and the ordered quantities, as well as the total of ProzisPoints currently available and being processed.

### **What does it mean when ProzisPoints are "being processed"?**

### **The gifts for which ProzisPoints were exchanged were not included in the order. Why?**

If the client removes one or more items from the shopping cart after having selected ProzisPoints gifts, these gifts will automatically be removed from the cart, and the respective ProzisPoints put back in the account. If the selected gifts are not included in the order, the client is advised to consult his ProzisPoints movements on the respective page, to verify if the points spent on the gifts were indeed removed. If no points deduction appears, that means that

the gifts were not correctly added to the shopping cart, and therefore not included in the order either.

### **The ProzisPoints earned and exchanged for gifts in a certain order do not appear in the ProzisPoints overview. What happened?**

This situation can be caused by one of the following reasons:

- The order was cancelled: this causes the accumulated and used ProzisPoints for that order to be cancelled. Therefore, these points no longer appear in the ProzisPoints overview.
- The order was returned to Prozis: the ProzisPoints that are exchanged and earned with a certain order are cancelled when the order is received at our warehouse, causing them to disappear from the ProzisPoints overview.
- The client returned one or more products acquired with his/her order: once the return is processed by our warehouse, the ProzisPoints earned with the purchase of the products in question are cancelled. These points therefore no longer appear in the ProzisPoints overview.
- The client received one or more damaged products: after the complaint is dealt with by our Client Support Service, the ProzisPoints earned with the acquired products and/or exchanged for gifts are cancelled, meaning that they no longer appear in the ProzisPoints overview.
- The client did not receive one or more ordered products: after the complaint regarding the missing product(s) is dealt with by our Client Support Service, the ProzisPoints earned with the purchase of the products and/or exchanged for gifts are cancelled. For that reason, they disappear from the ProzisPoints overview.

### **The ProzisPoints balance is negative. How is that possible?**

This situation can be caused by one of the following reasons:

- An order was returned to Prozis, and the ProzisPoints earned by the client in that order were exchanged for gifts in a following order: the ProzisPoints corresponding to a returned order are cancelled once the order is received at our warehouse. If the client uses the ProzisPoints earned with the returned order to exchange for gifts in a following order, during the time before the returned order is received and registered at our warehouse, the ProzisPoints balance can become negative.
- An order was returned either completely or in part, and the client used all or part of the ProzisPoints earned with the ordered product(s) to exchange for gifts in that same order: the ProzisPoints earned with the purchase of a product are cancelled whenever the product's return is registered at our warehouse. As such, if the client exchanges the earned ProzisPoints and then decides to return the product, the ProzisPoints balance can become negative.

### **Is it possible to exchange or return products for which ProzisPoints were exchanged?**

Prozis does not accept any exchanges or returns of products for which ProzisPoints were exchanged.

### **Can I exchange my entire ProzisPoints balance for gifts in a single order?**

Per order, it's possible to exchange up to 6500 ProzisPoints.