Terms & Conditions

General Terms and Conditions of Use

Access to and navigation on this site are subject to these General Terms and Conditions of Use, which are part of the General Conditions of Sale of the online store www.prozis.com and also to the Privacy and Data Protection Policy presented by the company PROZIS.COM, S.A., tax no. PT506806693, headquartered at Zona Franca Industrial, Plataforma 28, Pavilhão K, Modelo 6, Caniçal, 9200-047 Machico, Portugal, hereinafter referred to as PROZIS®, by reference to the trademark it owns.

Introduction

Sales made via the online store 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..

Controller - PROZIS.COM, S.A., as identified above.

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.com, titled and operated by the company PROZIS.COM, S.A. for the purpose of promoting and selling the products of that online store. The safety and the operationalization of the site as the computer processing of orders is provided by the company PROZIS.TECH, S.A., tax no. PT504276638. The logistic management of the sales is provided by the company VERYFEX, S.A., tax no. PT509838057. 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.

Physical address of the commercial establishment - the headquarters of the company PROZIS.COM, S.A., based at Zona Franca Industrial, Plataforma 28, Pavilhão K, Modelo 6, Caniçal, 9200-047 Machico, Portugal, 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. General Conditions of Sale

1.1. 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 our 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.

PROZIS offers the following payment methods for purchases made through the online store:

Cash on Delivery

When choosing the Cash on Delivery payment method, the payment will only take place upon order delivery.

Orders placed with this payment method are limited to a maximum of 250,00 €.

Depending on the carrier, the payment may be made by debit card or cash. The customer should take note that, for payments in cash, the exact amount to be paid should be provided as couriers are not required to carry change. This means that, if the amount paid is higher than the amount charged, the customer will risk losing the difference, for which PROZIS cannot be held responsible.

Remark: For public health reasons, the possibility of paying by cash may be suspended. Whenever this is the case, this information will be indicated in the text box relating to this method of payment on the last tab of the order procedure. This payment method may cause the charge of an additional delay of 24 hours on order delivery. Opting for this method may also determine an additional cost to be charged by the selected carrier. The aforesaid delivery times will be met if under normal order processing conditions, with a proviso for the cases of exceptional increase in the volume of orders that may occur during festive periods or during promotional campaigns, as well as for other eventualities that may prevent the regular provision of the delivery service.

MB WAY (A2A)

The customer can pay their order via the MB WAY payment system (mobile app). To do so and when placing the order, this payment method must be selected. Once the app is accessed, the mobile phone number to which the application is linked shall be inserted, after which the steps to confirm the purchase must be followed.

Remark: In the event the number entered does not correspond to a payment number registered in that application, the following message will be displayed: "Não foi possível validar o seu pagamento. Recebemos a seguinte mensagem: Inexisting MB WAY alias", which means: Your payment could not be validated. We have received the following message: Inexisting MB WAY alias.

As indicated in the Application, payment must be made within five minutes, otherwise the order will be cancelled. If the payment is successfully completed by 2:00 pm on a working day, the order is expected to be shipped on that

same day. Orders paid after that time will likely be shipped on the next business day.

Warning: The shipping times indicated will be met under normal conditions of order processing, so exceptions are made for exceptional increases in the volume of orders that may occur during holiday periods or during promotional campaigns, as well as other eventualities that prevent the regular delivery service.

Credit card

The customer can make the payment using a credit card and so benefiting from the liquidity and payment conditions offered by their bank. The use of this payment methods presupposes, at least until the moment of the purchase, the indication of the 16 digits, as well as of the three digits of the safety code (CCV) of the card, of the respective expiration date and of the name of its holder, which shall correspond to the name of the account holder or to the name of one of their household members. Whenever such requirements shall not be met, the customer may be required to provide additional clarification in order to comply with fraud detection and safety control procedures. Should this happen, the order will not be processed until clarification on the payment method data is provided.

Is it safe to make an online payment using my credit card?

All transactions on our website are secure.

PROZIS uses a sophisticated fraud detection and prevention mechanism. Through this solution, it is possible to verify the authenticity of payments made online, simultaneously ensuring the integrity and security of the customer's data as well as their identification. This security is enabled by Secure Sockets Layer (SSL) technology, which encrypts communications between customer's software and our server so that communications cannot be intercepted. Therefore, PROZIS reserves the right to refuse the payment of an order if the transaction is found to be unlawful. Any and all activities deemed illegal will be immediately reported to the competent authorities.

3D Secure

3D Secure is a communication protocol designed to improve the security of online payments and to enable the authentication of the credit card user by the credit card issuing bank. Following a payment to an online store, a process is triggered to verify if the card used is valid. Should the credit card be considered valid, the security systems associated with the 3D Secure protocol verify the customer's identity, resorting to the credit card issuing bank in real time, which, in turn, validates the customer's identity and reports confirmation that the card used is legitimate. Such control is intended to protect credit card holders by reducing the likelihood of fraudulent use of their cards, ensuring greater effectiveness of the transaction. This protocol is used by Visa, under the name "Verified By Visa" and by Mastercard, under the name "Secure Code".

How is the credit card payment processed?

After selecting the credit card payment option and clicking "Buy" on the last stage of the purchase process, the customer will be redirected to the webpage of the entity that ensures the payment transaction. On the said webpage, the required details of the credit card shall be entered, including the credit card number, the expiration date and the respective security code. In that sequence, the customer should click the "I validate my payment" button.

If payment is declined, in the shopping cart window a message will be sent to the customer, indicating the verified error. In such event, a new payment attempt is recommended; if the problem persists, contact with the respective bank or the credit card issuing entity for further information is recommended. -

Once paid, the amount will be debited from the customer's credit card account. If, for any reason, there should be the need to cancel the order, in whole or in part, the amount will be refunded within five working days. Predictably, the transaction will be reflected in the customer's card statement after three business days from the date it was made.

Remark: 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 therefore takes no responsibility for it.

Depending on the country, PROZIS may offer other payment methods, the description of which will be made available, on demand, by the Customer Service Department:

- ATM
- Paypal
- SEPA Bank Transfers
- Instant Wire Transfers
- Deferred / Payment in instalments

Remark: Due to the current economic conjuncture and the recent international constraints, not all payment methods may be available at the same time. For this reason, the identification and the conditions of use of each payment method available at any given time are published in the last step of the order procedure, immediately prior to its confirmation. Such conditions will, as such, only be valid for the respective purchase, considering, for this purpose and whenever applicable, the validity period of the same.

Remark: The estimated delivery times may change according to the day on which the orders are placed whenever frozen products are ordered and the following day is not a working day.

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

Once the order has been shipped, the customer will receive a confirmation e-mail with the respective invoice, the assigned shipping number and a link that will allow them to track the order on the carrier's website. The customer can also access this link by logging into their account and clicking on the "Orders" tab on the login page, or by accessing the "Help" icon in the header bar of the website and clicking on the "Track order" option. Either way, you will be provided with all the information about the order you have consulted.

Trying to track the order online when you receive the dispatch confirmation e-mail may not return any results. It may take up to 24 hours from receipt of the dispatch confirmation for the shipping information to be updated on the carrier's website, without PROZIS being liable for this.

Orders are delivered from Monday to Friday, exception made on local or national public holidays, to the address indicated by the customer when placing the order.

Delivery Services

PROZIS provides regular delivery services, which are subject to the own procedures of the carriers, in particular regarding the customer's personal data required to fulfill the delivery obligation, the shipping methods, delivery times, costs and constraints associated with the requirements of the orders to be delivered and with the procedures related to the validation of the recipient's identity (or of the identity of the third person acting on their behalf). PROZIS cannot be held responsible for any modification on the service conditions provided by the carriers as PROZIS is only obliged to assure that the carriers' procedures used on each delivery process are in full compliance with the terms and conditions in force at the time of the confirmation of the purchase by the customer. The specificity of some product segments may justify the establishment of a minimum purchase price, which will always be indicated at the last stage of the ordering process.

Prior to ordering frozen products, customer should be aware of the special conditions of transport and handling of the order as the refrigeration of such products is ensured by distributing them in cool boxes containing dry ice. By way of example, the following safety measures for the transport and handling of frozen products are listed: (i) the transport shall be carried out in a separate and isolated compartment from the driver; (ii) the box shall not be left inside the motor vehicle for long periods of time; iii) the box should be kept out of the reach of children; iv) the box must remain in a ventilated place; v) the product must be kept in an appropriate and ventilated container; vi) dry ice should never be used or stored in small areas, basements or store-rooms without ventilation; vii) dry ice may only be handled with insulating gloves or appropriate tools (e.g. tweezers); viii) the ingestion of dry ice and / or skin contact is extremely hazardous.

Warning: The abovementioned rules must be observed whenever any frozen product is added to an order, and even if no special transport or handling conditions is applicable to the remaining products of the order, as the thermal box of the frozen product(s) may be included in the shipping carton along with the remaining ordered products.

Thus, the available shipping options may depend on the sort of products to be delivered, to the address of destination, to the shipping method (home delivery or pick-up point collection) or even, whenever a specific time-delivery service is selected, at the time of the validation of the payment method.

The expected delivery time, as well as other eventual constraints or relevant remarks in force at the time of the conclusion of the purchasing process will be noted, as an informative remark, on which of the delivery options displayed on the "Shipping methods" tab. These deadlines are merely estimates of delivery times, so failure to meet

them cannot be interpreted as a breach of contract or an obligation to compensate the customer as a result of delivery at a later date.

Warning: the delivery times, counted from the date of the effective delivery date, are merely indicative as shall only be applicable whenever no physical or structural constraints are verified (e.g.: incorrect addresses or force majeure events as strikes, missed connections, extreme weather events, etc.). Exception shall also be made to cases of exceptional increase in the volume of orders that may occur during festive periods or during promotional campaigns, as well as for other eventualities that may prevent the regular provision of the delivery service.

Customer may, therefore, receive the order at an address of their choice (exception made to PO Boxes). To do so, the customer only needs to provide the address where will be present 9am and 7pm of the day scheduled for delivery. An attempt to deliver to the address indicated will be made by a courier from the chosen transport service. Whenever possible, and merely as a courtesy, the courier will attempt to contact the customer by telephone to ascertain why the delivery has not been made. Failure to attempt telephone contact, or the courier's inability to answer return calls from customers, cannot be interpreted as a failure to fulfil the delivery obligation, as carriers are not obliged to do so.

Remark: It is not possible to choose a specific delivery time as it will be conditioned by the courier route on the day of delivery, which is exclusively set by the transport service.

The indication of an incorrect or incomplete delivery address may result in the order being returned to PROZIS and may lead to additional costs for the customer; for this reason, it is highly recommended that the customer always makes sure that the delivery address indicated at the time of the order placement is effectively correct and complete. Once the order is placed, it is not possible to change the delivery address or the provided billing data.

In contrast, if an option for the pick-up point collection is made, customer will be subject to a time limit for the collection, no less than seven days, but exclusively determined by the selected courier service and by this solely confirmed, via SMS directly sent to the customer, under the penalty of returning the order to PROZIS.

Warning: In either case, for reasons of service organisation and the carriers' distribution procedures, the recipient's identification data will be printed on a label that will be placed on the outside of the shipping box. As this is personal data of the customers, it is advisable to destroy or erase the data, after receiving the order, so to prevent such data from being consulted by third parties after the disposal of the packages at the recycling points.

Shipping costs are automatically calculated by the system and may vary accordingly to the following circumstances:

- actual or volumetric weight (whichever the higher);

- total amount of the order*;

- range of products**;

- delivery address;

- carriers pricing fees, which are subject to regular updates.

Shipping costs are automatically updated as the products are added to the shopping cart.

These specific purchase conditions are clearly identified during the ordering process and immediately before the confirmation of the respective purchase.

* Whenever available, the offer of shipping costs on orders with a certain minimum purchase value will only apply in situations where the delivery address is located in mainland Portugal.

** Ordering frozen products may be subject to a minimum purchase amount and to the payment of the transport packaging in low value orders. These specific conditions of purchase are clearly identified in the order process and immediately prior to confirmation of the respective order so that the purchasing decision is fully informed.

Reimbursement of shipping costs

There are three possible situations due to which the reimbursement of shipping costs may take place:

i) Failure to deliver the order for reasons attributable to PROZIS or to the carrier: the customer will be fully reimbursed for any amount paid as delivery costs. A PROZIS' Customer Service returns and refunds employee will contact the customer in order to confirm the right to reimbursement and to provide any further clarification on this matter.

ii) Error in the shipped product(s) shipped or shipment of defective product(s): The customer will reimbursed in full for any amount eventually paid as shipping costs only if the error or defect occurs in all products shipped. For more information on this matter, see section 1.5. below.

Procedures applicable to incidences

In the event that a prepaid order is returned to PROZIS for reasons attributable to PROZIS, the amount paid for the purchase will be refunded, including delivery costs and return shipping costs.

* Prepaid orders are all those that are not COD orders.

The customer may choose to be refunded on the original payment method or through a refund coupon that may be used on a future order. The coupon will be valid for 12 months from its issuing date. After this validity, no refund will be possible. In the event that the original payment had been made by ATM, if agreed, the customer will be contacted to provide the bank details required to make such refund.

If the reason for the unsuccessful delivery and return of the order is the responsibility of the carrier, regardless of the chosen payment method, the customer will have to file a written complaint which will be analyzed by the carrier.

Alternatively, and subject to the prior express consent of the customer, such complaint may be sent to the carrier as supporting document of the incidence created on the basis of the non-delivery.

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 - Rua do Cais, No. 198, Fontarcada, 4830-345 Póvoa de Lanhoso, Portugal, 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 **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 described below has expired. 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 customer's notice of withdrawal from the contract.

4. Returns and Exchange Procedure

Returns

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:

PROZIS – Centro Logístico

Rua do Cais n.º 198, Fontarcada, 4830-345 Póvoa de Lanhoso, Portugal

Incomplete, damaged or scratched products, products without their original packaging and/or label, or products

with evidence of use, will not be accepted. It will not be accepted, as well: the return of product-offers or of products that have been obtained via the conversion of ProzisPoints; the return of products with a shelf-life less than one month; underwear, swimwear, personal care products as well as other articles the use of which implies or comes into direct contact with the skin will not be accepted either. Due to their nature, the return of Prozis Gift Cards, of Cartões-Presente and of frozen or highly perishable products will not be accepted either. Thus, PROZIS reserves the right to evaluate the condition of the packaging of the products, deciding whether or not to accept the return of the items if it is found that the respective packaging is not intact.

The non-acceptance of an order containing frozen products, as well as its non-delivery due to reasons not attributable to Prozis nor to the carrier, will determine the loss of the right to the reimbursement of the price paid for the frozen products and related costs, namely shipping costs and the cost of the packaging.

Remark: the lack of any of the requirements deemed necessary to put back the product in stock for sale, namely the respective instruction manual, in its original condition, shall entail the immediate classification of the product as incomplete and, consequently non-returnable.

Every single product to be returned shall, for that reason, be shipped in accordance to the abovementioned conditions, this meaning that the carrier's label shall be attached to the original transport packaging box or to an alternative box chosen by the customer but which may ensure the proper conditions of the product. If this should be the case, the alternative box will be destroyed as soon as the product is confirmed as intact and complete. If any of the previous conditions are not met, the customer will lose the right to be refunded and 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.

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 the product is received in the best terms described in the Returns section, particularly with regard to its state of preservation. Should the product be considered suitable for re-entry into stock, an offer coupon will be issued for the same product to be applied to a future order, and the conditions for using this coupon set out in the Coupons tab will apply. If the returned product does not fulfil the conditions described above, the customer will be sent a message that the return has not been accepted, indicating the period of time available to collect the product originally sent from the warehouse.

Refund Methods

Exception made for situations of return under the right of withdrawal from the contract, PROZIS will endeavor to reimburse the customer promptly although having, to that end, a period of 15 days from the receipt, in the warehouse above indicated, of the returned order.

If payment has been made by credit card, the refund will be made to the credit card itself and will predictably be reflected on the following bank statement.

Should the payment have been made by one of the remaining payment methods available at the time of the purchase, whenever the refund may not be made by the same original payment method, the customer shall be required to provide the details of the bank account to which the amount to be refunded shall be transferred.

However, the customer may choose to be refunded through a discount coupon, regardless of the original payment method. The coupon will be valid for 12 months from its creation date. After that date, no refund will be possible

Remark: Some providers of the payment methods may not allow refunds to be made via the original method once some months have passed. On such cases, customer shall be required to indicate a national bank account to which the refund shall be made. For that purpose, the customer should provide a bank statement on which the IBAN, the SWIFT code, the name of the bank, as well as the holder of such account shall be clearly identified. PROZIS reserves the right to not proceed with such refunds until the customer meets the necessary requirements for the confirmation of the ownership of the account.

Returning Costs

Upon notification for that purpose and the confirmation that an error on the shipped items has occurred or that defective products have been sent to customer, PROZIS will bear the returning costs of the said items via the collection of the same on the delivery address. In order to arrange so and for any required clarification, the

Customer Service will contact the customer.

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;

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 and Cartão-Presente Prozis

The purchase of Prozis Gift Cards presupposes the acceptance of the conditions of use indicated in the Description tab of the pages of each of these types of articles. In turn, the purchase of Cartões-Presente Prozis, sold to the public in physical shops and kiosks, presupposes the acceptance of the conditions of use indicated on the respective

card, as well as the following terms of use, common to both articles:

- These items are valid for twelve (12) months from the date of purchase, regardless of whether or not the respective activation codes are immediately transmitted to the intended recipient.

- Given the nature of these items, and as indicated above, they are also not exchangeable or returnable as they have been designed to be used by a third-party beneficiary to whom the purchaser offers them. This third-party beneficiary, if so desired, may use them together with other Prozis Gift Cards or with Cartões-Presentes that may have received, as long as the purchase is completed and paid for within the respective expiration period and usage limit: Prozis Gift Card - unlimited uses; Cartão-Presente Prozis - single use.

- As these items are equivalent to account credit vouchers, no discount or promotional campaign code may be applied to their purchase, as promotional campaigns are, by definition, only applicable to Prozis products and not to items of this nature. Therefore, when purchasing Prozis Gift Cards online, customers can only use previously accumulated account credit.

- The use of these articles, by the respective recipient, shall operate through the application of the codes of each Prozis Gift Card and/or of each Cartão-Presente Prozis to a given purchase. The total amount of such credits shall be deducted from the final amount payable in the same.

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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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 reimbursement if none of the above options is possible.

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.

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.

A PROZIS is registered, as a trader, in the platform of the portuguese Complaints Book - Livro de Reclamações Online - which is the legally established citizenship tool that allows the submission of written suggestions, complaints or compliments, by consumers, regarding the supply of goods and/or the provision of services by entities with trading activity carried out on national territory. It can be accessed here or through the webpage https://www.livroreclamacoes.pt.

8. Alternative Dispute Resolution

In the event of a dispute, the consumer may refer to the Online Consumer Dispute Resolution entities identified on the website: **https://webgate.ec.europa.eu/odr**.

The currently available Alternative Dispute Resolution entities are: Centro Nacional de Informação e Arbitragem de Conflitos de Consumo Centro de Arbitragem de Conflitos de Consumo do Distrito de Coimbra Centro de Arbitragem de Conflitos de Consumo de Lisboa Centro de Arbitragem de Conflitos de Consumo da Região Autónoma da Madeira Centro de Informação e Arbitragem do Porto Centro de Informação e Arbitragem do Vale do Ave Centro de Informação e Arbitragem do Vale do Cávado Centro de Informação, Mediação e Arbitragem do Algarve

9. ProzisPoints

What are ProzisPoints? ProzisPoints are points that the customer earns when purchasing any product from PROZIS. Each product has been awarded a certain number of points.

How can I tell how many ProzisPoints I can earn with each product? You can see the number of ProzisPoints associated with each product on the product page. The number of points is on the right side of the image, next to the price.

What are ProzisPoints for? ProzisPoints earned with each purchase will be accumulated in the customer's account to be used on future orders; the customer does not have to use them on the following purchase.

How can I exchange my ProzisPoints for offers? After placing items in the Shopping Cart and proceeding to the "Finalize Order" stage, a page will be displayed informing the customer of the total number of ProzisPoints available in their account. On this page (Stage 1 "Offers"), the customer may choose to spend their ProzisPoints on that order or save them for the next order by selecting the respective option. The customer can select the offers and respective quantities according to the number of ProzisPoints available in their account by clicking on "ADD TO CART". There is a limit of 9,000 convertible ProzisPoints per order. After selecting the desired offers, the customer must click on "NEXT STEP" in the bottom right corner of the page.

Do ProzisPoints have an expiration date? Yes, ProzisPoints are valid for 12 months from the date of order completion.

How can I confirm that products acquired with ProzisPoints will be shipped with the rest of my order? When checking the products in the Shopping Cart in Stage 4 "Confirmation", the offers obtained by converting ProzisPoints will be marked "FREE", and will be, therefore, at no cost to the customer. If the selected offers do not appear as expected, the customer is advised to repeat the procedure. At the bottom of the page, a box indicating how many ProzisPoints have been used in exchange for offers and how many ProzisPoints are accumulated for subsequent orders will be displayed. If the customer removes offers from the Shopping Cart before completing the order, the corresponding ProzisPoints will be refunded.

What is the advantage of accumulating ProzisPoints? The customer may choose to accumulate ProzisPoints until they have the required number of points to redeem for whatever offer they want. A future ProzisPoints exchange will always depend on the minimum purchase of one product.

How can I earn more ProzisPoints? Customers can earn more ProzisPoints by commenting on the products previously purchased from the online store. For this purpose, the customer must write a brief comment about the product, alluding to its characteristics or quality, and then select the option Send, which will represent their explicit, informed, and current consent to the possible publication of said comment. Thus, if the comment complies with the internal guidelines established, it will be approved and published on the site. The customer will receive 15 ProzisPoints for each approved comment

Where can I see detailed information about my ProzisPoints? You can view your accumulated ProzisPoints and usage history in your PROZIS account. For that purpose, the customer must log in using their login details, go to their personal area and view access their history on the "ProzisPoints" tab. On that page, the customer can check which offers were obtained with ProzisPoints, how many ProzisPoints they have earned with each product and quantities ordered as well as the total amount of ProzisPoints available and currently being processed.

What does having ProzisPoints "in process" mean? The meaning varies depending on the payment method selected. If you chose to pay through cash on delivery, having ProzisPoints "in process" means that the delivery of

the order where ProzisPoints have been earned has not yet been confirmed by the shipping company. ProzisPoints will be available in the customer account as soon as the shipping agent confirms the delivery of the order and as soon as the order status changes to "Delivered". If the customer has chosen another payment method, having ProzisPoints "in process" means that the order where ProzisPoints have been earned has not yet been shipped and invoiced. ProzisPoints will become available in the customer account as soon as the order status changes to "Sent".

The offers that I obtained with ProzisPoints were not included in the order. What happened? If the customer removes one or more products from the Shopping Cart after selecting offers in exchange for ProzisPoints, these offers will also be removed and the respective ProzisPoints will be refunded. If the selected offers have not been included in the order, the customer should check their ProzisPoints conversion history and whether ProzisPoints have been deducted. If they were not, the offers may not have been correctly added to the Shopping Cart and, as a consequence, have not been included in the order.

The ProzisPoints that I earned and exchanged for offers on a particular order are not in the ProzisPoints history. What happened? This can happen for one of the following reasons:

- The order has been canceled: ProzisPoints used and accumulated in that order have been canceled and are therefore no longer displayed in ProzisPoints history.
- The order was returned to PROZIS: ProzisPoints used and accumulated in that order were canceled as soon as the order was returned to the warehouse and are therefore no longer displayed in ProzisPoints history.
- The customer has returned one or more products purchased in that order: once the order return has been processed, ProzisPoints earned for those products have been withdrawn and are therefore no longer in ProzisPoints history.
- The customer has received one or more damaged products: after the validation of the complaint by Customer Service, ProzisPoints earned on products purchased and/or exchanged for offers have been withdrawn and are therefore no longer in ProzisPoints history.
- The customer did not receive one or more products from the order: after the validation of the complaint by Customer Service, ProzisPoints earned on products purchased and/or exchanged for offers have been withdrawn and are therefore no longer in ProzisPoints history.

My ProzisPoints balance is negative. What happened? This can happen for one of the following reasons:

- An order has been returned to PROZIS and the customer has exchanged ProzisPoints accumulated in that order for offers in a subsequent order: ProzisPoints earned on an order that has been returned are withdrawn when the returned order is received. The ProzisPoints balance is updated as soon as the return process is complete. Therefore, if the customer places a new order and uses ProzisPoints earned on the returned order, the balance will become negative.
- An order has been fully or partially returned and the customer has used part or all ProzisPoints earned from the purchase of that product(s) for offer(s) on that same order: ProzisPoints earned on the purchase of a product are withdrawn when the item is returned to our premises. Therefore, if the customer exchanges ProzisPoints earned with this product for offers and subsequently decides to return the product, the ProzisPoints balance will become negative.

Can I exchange or return products obtained with ProzisPoints? PROZIS does not accept exchanges or returns for products obtained with ProzisPoints.

Can I exchange all my ProzisPoints for offers in a single order? Only a maximum of 15000 ProzisPoints obtained on previous purchases can be exchanged in each order.