

## GENERAL TERMS AND CONDITIONS

VERSION EFFECTIVE AS OF 4 FEBRUARY 2021

Parfois encourages you to read the content of these General Terms, Privacy Policy and Cookie Policy carefully before using the website and online store available at <https://www.parfois.com/pl/pl/>.

### 1. GENERAL PROVISIONS

1.1. These General Terms and Conditions (along with the Privacy Policy and Cookie Policy) specify the terms of use of the website available at <https://www.parfois.com/pl/pl/> ("Internet Service"), as well as the terms of purchasing products through it.

1.2. Customers placing orders via the website should be at least 18 (eighteen) years old.

1.3. These General Terms and Conditions may change at any time. In such case, we will post their updated version on our website and notify you of such changes.

1.4. The General Terms and Conditions specified below regulate the sale of products presented on the website by "MODESSA POLSKA" Sp. z o.o. with its registered office in Warsaw, Plac Powstańców Warszawy 2A, 00-030 Warsaw, Poland, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under the number 0000324054, tax no. (NIP) 9462574148, holding a share capital of PLN 2,050,000.00, phone: 800 007 123 (free of charge), email address: [contact@parfois.com](mailto:contact@parfois.com), hereinafter referred to as "Parfois".

1.5. You can visit Parfois' website anytime from any geographical location by entering its address directly into your browser or using the option available at the moment of accessing the website. You should remember that prices, charges and delivery terms may differ depending on the selected country.

1.6. When registering for the Internet Service, please make sure that the required mandatory information is correct and complete. Please inform Parfois of any changes to your personal data, such as your home address, email address and other contact details, by updating your data in the Internet Service without delay. The Internet Service allows you to make purchases using the function "Checkout as a Guest" and no registration is required. In such case, you

should make sure that the mandatory information provided is correct and complete. Only the personal information necessary for processing of your order is required and it will only be used for this purpose.

## 2. CONCLUSION OF AGREEMENT

2.1. To order one or more products available on the Internet Service, you should:

- Select the product on the Parfois website;
- Add the product to your Bag;
- Click "Go to Checkout";
- You can continue shopping as a guest ("Checkout as a Guest ") or create an account ("Create account") or, if you already have an account, by logging in using your email address and password, or logging in via Facebook or Google.

2.2. Completion of order as a Guest

If you choose the option " Checkout as a Guest ", you should fill in the form available on the Internet Service <https://www.parfois.com/pl/pl/checkout/shipping/>, which contains the following information:

- First name and surname;
- Product delivery address;
- Phone number;
- Email address;
- Address for which the invoice and tax identification number should be issued (if applicable).

2.3. Completing an order by creating an account

If you decide to register as a new customer via "Create an account", please fill in the form available on the website <https://www.parfois.com/pl/pl/register/>, which contains the following

information:

- First name and Last name;
- Date of birth;
- Email address;
- Password.

2.4. After completing the form with all the above information, select Shipping Method, in accordance with the provisions of section 6 below. Then click "Continue" and choose one of the

available Payment Methods (see section 5 below). To finalise, click "Confirm payment". To be able to click "Confirm payment", you must first accept these General Terms.

2.5. After finalising the order, we will send you an email with the text "Order confirmed". This email is an automatically generated confirmation, which means that we have received your order, and in this confirmation we will send you, amongst other details, the number and date of

the order, method and time of delivery and payment, delivery address and address to which the

invoice will be sent, product price, delivery costs, information about the product and its basic properties.

2.6. Please check your purchase before clicking "Confirm payment". Before clicking "Confirm payment" you have the option to edit all information entered, such as the delivery address or address to which the invoice will be sent, and your payment information, you can also change or remove products from the basket.

2.7. On the Parfois website, in the "My Account" tab you will always have the option to view your purchase history, where you will find information about numbers, dates and order status, information about products and their basic properties, price and shipping costs, selected payment method, selected delivery method and billing address. Confirmation of purchase will be sent to you in paper form along with the order.

2.8. If you have any problems with your order, you can always contact Parfois via the Customer Service Department on 800 007 123 (freephone number. Calls from landlines are free of charge.

For mobile phone calls, the cost might differ depending on your operator) or via email at [contact@parfois.com](mailto:contact@parfois.com)

### 3. TERMS OF USING THE INTERNET SERVICE

3.1. For using the Internet Service, you must meet the following technical requirements:

- have a device that allows you to use the Internet resources,
- have a connection to the Internet,
- have an updated web browser that supports SSL encrypted connections,
- to use the Internet Service, it is necessary to have a device with the latest version of one of the following Internet browsers installed: Internet Explorer, Mozilla Firefox, Safari, Google Chrome.

3.2. The use of all or some of the Internet Service functionalities might require the installation of software such as Java or JavaScript.

3.3. You cannot upload any unlawful content on the Internet Service.

#### 4. PRICES, COSTS OF DELIVERY AND PROMOTION CODES

4.1. The price of the ordered products is the price displayed on the Internet Service at the time of placing the order by clicking "Confirm payment". It includes VAT at the rate applicable to

Parfois' head office. Delivery costs are visible after selecting your preferred method of product delivery. The prices of ordered products are displayed on the Internet Service at the moment of

placing the order and include VAT at the rate applicable in Poland; however, they do not include

delivery costs (these are added to the price of purchased products). Nevertheless, you can access the Parfois website at any time from a different geographical location by entering the address directly in your browser.

4.2. Product prices and delivery costs are displayed for the country selected by you at the moment of accessing the Internet Service in the currency of that country.

4.3. You will always be informed, in a clear and concise manner, about the total price of ordered products, all taxes and fees, additional transport costs, shipping costs or any other costs incurred before completing the ordering process.

4.4. Promotional codes are codes or encoded words such as "Coupon Code", which, for example, offer you discounts on selected products, on an entire order or which might be related

to shipping costs. Promotional codes apply only to purchases made through the Internet Service

and can only be used in the country where the given purchase was made. To use promotional codes, please make sure that you enter the code in the right place when making the payment. If

you do not use a promotional code at this time, you will not be able to use the promotional code when completing the given purchase, which does not mean that you will not be able to use it for future orders, subject to the terms of use of the promotional code.

#### 5. PAYMENT

5.1. Payments for ordered products can be made via Visa, Mastercard, Maestro, Paypal, Dotpay, klarna, Google Pay or Apple Pay.

5.2. All orders are processed in the currency of the country selected at the moment of accessing

the Internet Service – in case of Poland, this is zlotys (PLN). If your bank account is in a different

currency, the exchange rate used to charge your bank account will be automatically determined

according to the rules used for the payment method chosen when placing your order.

5.3. In order to reduce the risk of unauthorised access, your credit card details will be encrypted

using the Secure Socket Layer (SSL) protocol and verified by Digicert, as explained in the Privacy

Policy.

If the payment is made by credit card, the card will be charged within the next 1-2 days.

After choosing to make a payment by credit card, enter the necessary credit card information –

the name of the credit card holder, card type, number, expiry date and security number on the back of the card and then click "Confirm payment". The fee will be charged only after completing the order by clicking "Confirm Payment".

5.4. Payments for products can also be made via Paypal and Dotpay. If you are paying via Paypal

or Dotpay, payment will be charged after clicking "Confirm Payment" and making the payment.

## 6. DELIVERY OF ORDERED PRODUCTS

6.1. Orders placed on our Polish website can only be delivered to Poland.

6.2. All orders will be delivered to the address which you provided as the delivery address at the

time you placed the order. Orders will be sent after payment confirmation.

6.3. Parfois offers the following product delivery methods:

- Delivery to a physical store (only to a shop properly authorised and identified at <https://www.parfois.com/pl/pl/stores/>): FREE;
- Delivery by our partner company to the address indicated, orders with a value greater than PLN 150: PLN 19;
- Home delivery: Special offer! PLN 9.90;
- Pick-up point delivery: Special offer! PLN 9.90;

. Free delivery on orders with a value greater than PLN 150.

When placing your order, please choose the delivery method that suits you. Orders will be sent only on business days.

Parfois completes orders within 1-2 working days with home and pick-up point deliveries (from the day after the receipt of payment for the purchased product) and within 2-4 working days for

deliveries to stores. Deliveries to a residential address are made during the partner company's delivery hours. If Parfois is unable to meet the delivery deadline, it will inform you of the situation, allowing you to set a new delivery date or cancel your order with a full refund within a

maximum of period of 30 (thirty) days from the date on which you were informed that timely delivery was not possible.

## 7. INABILITY TO DELIVER PRODUCTS

If you are not at the place specified as the delivery address at the time agreed with the partner company, the partner company will contact you via email or SMS to arrange a new delivery date.

## 8. ONLINE RETURN AND EXCHANGE POLICY

### 8.1. RETURNS

Parfois allows you to return any item within thirty (30) days of the purchase date. Returns will be accepted only where the products have not been used and have their original tags. To make a return, you should have your original proof of purchase. Therefore, Parfois cannot accept the return of used or damaged items.

Return methods: In order to return an item, choose one of the two options below:

In a Parfois store:

Choose one of our stores where we accept returns (check the list of authorised stores here: see

stores). All returns shall be made in the country of purchase.

At a UPS Drop-off Point:

Available only for returns, not for exchanges. Please ensure the products are safely packaged, including the invoices, and that the return label is securely attached to the package, and take it to the selected UPS Drop-off Point. You can find the nearest Drop-off Points here:

[https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL)

## 8.2. EXCHANGES

When replacing goods, please remember that you can only replace goods with the same reference number and this should be done in person in Parfois stores, that are properly authorised on the website <https://www.parfois.com/pl/pl/returns-and-exchanges/>. Exchange of

goods must take place within 30 (thirty) days of the date of purchase, directly or through a third

party indicated by you.

You must retain the proof of purchase and show this at the time of replacement of the goods, and also store goods in such a way that they can be returned under appropriate conditions of use, not exceeding activities that are usually admissible in commercial establishments, intact, marked and in their original packaging.

## 8.3. RETURNS OF DEFECTIVE PRODUCTS

We undertake to provide you with products free from defects.

Parfois shall be held responsible if a physical defect of a purchased product existed at the time of delivery or its cause was apparent on the product at that time and was revealed within a maximum period of 2 (two) years from the date of delivery.

If a product defect is found, you should contact Parfois, in principle within 1 year from the date of finding such a defect or within 2 years from the date of delivery (the later date applies), providing the order number, product details and a description of the defect by one of the following contact methods:

- Tel: 800 007 123 (freephone number. Calls from landlines are free of charge. For mobile phone calls, the cost might differ depending on your operator)
- Email: [contact@parfois.com](mailto:contact@parfois.com).

Delivery of goods for the purpose of their return may take place:

- In Parfois stores in Poland that are authorised to accept returns, properly identified on the website <https://www.parfois.com/pl/pl/returns-and-exchanges/>;
- At a UPS Drop-off Point

Please ensure the products are safely packaged, including the invoices, and that the return label

is securely attached to the package, and take it to the selected UPS Drop-off Point. You can find

the nearest Drop-off Points here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL)

If the product has any defects, you can request a price reduction or withdraw from the sales agreement, unless we immediately and without undue inconvenience to you replace the defective product with one free of defects or remove the defect. Instead of removing the defect

as we propose, you can request replacement of the item with one free from defects, or instead of replacing the item, demand removal of the defect, unless it is impossible to fix the item in the

manner chosen by you to the state set out in the agreement or which would require excessive costs compared with the method proposed by us.

Parfois will take action to replace the product with one free from defects or partially or fully refund costs as quickly as possible and always within the maximum period of 30 (thirty) days.

In the case of withdrawal from the agreement, along with the simultaneous return of the product, we will refund you costs equal to the price of the given goods, as well as the costs of delivery and, where applicable, the costs of return. The refund will be made using the same payment method that was used in the original transaction, unless you explicitly request a different payment method.

#### 9. WATCHES WARRANTY

Your Parfois timepiece is covered by our warranty against any defects in manufacturing for a period of 24 months from the date of purchase. The warranty covers the watch movement and does not cover:

- Damages caused by inappropriate use or negligent handling of the product nor the natural wear-out inherent to it;
- The battery;
- Water damage, except in watches marked as water resistant;
- External damages on the bracelet/strap, glass or case;
- Damages that are not caused by defective materials or manufacturing defects.

The warranty is offered in accordance with the current legislation to be valid:

- It must include the purchase invoice if the product was bought online;
- It must be authenticated with the store stamp at the time of purchase and have the respective sales slip stapled to it if the product was bought at a store;



[https://www.parfois.com/on/demandware.static/-/Library-SitesSharedLibrary/pl\\_PL/dwdf294640/Watch\\_Warranty.pdf](https://www.parfois.com/on/demandware.static/-/Library-SitesSharedLibrary/pl_PL/dwdf294640/Watch_Warranty.pdf)

## 10. THE RIGHT TO WITHDRAW FROM THE AGREEMENT

You can withdraw from the Agreement concluded with us and return the purchased products within 14 days of the date on which we deliver the order to you, without providing any reason and without bearing any costs, except for the delivery cost of returning the order to Parfois.

You can withdraw from the Agreement by submitting a declaration of withdrawal from the Agreement to us in the following manner:

- by post to the address: "PARFOIS, Rua Do Sistelo, 755 - Lugar de Santegãos  
- 4435 - 429 Rio Tinto – Portugal. »
- by email at: [cancellation@parfois.com](mailto:cancellation@parfois.com);
- by submitting a declaration via the Internet Service. An example withdrawal form is available [Here](#).

Upon your withdrawal from the Agreement by email, we will immediately send you a hard copy

of confirmation of receipt of the declaration of withdrawal from the Agreement.

Order returns should take place immediately, but no later than 14 days from the date on which you withdraw from the Agreement concluded with us. To meet the deadline, it is sufficient to return the order to us before that date.

You can return the product:

- to Parfois stores in Poland that are authorised to accept returns, indicated at <https://www.parfois.com/pl/pl/returns-and-exchanges/>; free of charge

- At a UPS Drop-off Point:

Please ensure the products are safely packaged, including the invoices, and that the return label

is securely attached to the package, and take it to the selected UPS Drop-off Point. You can find

the nearest Drop-off Points here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL)

Parfois will refund the cost of returned products immediately, no later than 14 (fourteen) days from the date on which Parfois receives your returned order. Parfois reserves the right to withhold refunds until it receives the returned products or until it receives evidence that they have been returned, whichever comes first. Parfois will refund the cost using the same method

of payment that you used to pay for the returned order.

#### 11. HAND-MADE ITEMS

Hand-made products often have the properties of the natural materials used to make them, such as specific textures and colours, and you should be aware of their presence.

#### 12. PROPERTY

All copyrights, trademarks and other intellectual property rights to materials or content available on the website are, at all times, the property of Parfois or the licensor. You may use this material only if you have been explicitly authorised.

However, this is not an obstacle to using the website to copy information about an order or order data, if necessary.

#### 13. CONTACT WITH THE CUSTOMER

In the case of any doubt about the "General Terms and Conditions", you can contact Parfois by phone on 800 007 123 (freephone number. Calls from landlines are free of charge. For mobile phone calls, the cost might differ depending on your operator) or via email at [contact@parfois.com](mailto:contact@parfois.com), from Monday to Friday, from 10:00 AM to 2:00 PM and from 3:00 PM to 7:00 PM.

#### 14. LINKS ON THE WEBSITE

Links connecting to other websites and/or materials referenced on the website are provided for informational purposes only.

#### 15. APPLICABLE LAW

These General Terms are subject to Polish law.

#### 16. COMPLAINTS PROCEDURE

16.1. The Client may submit a complaint about Parfois' activity in writing to the address: "Rua Do Sistelo, 755 - Lugar de Santegãos 4435 - 429 Rio Tinto – Portugal" or by sending an email to: [contact@parfois.com](mailto:contact@parfois.com).

16.2. Parfois responds to the Customer's complaint within 30 days of its receipt.

16.3. If Parfois does not respond to the complaint within the time limit referred to in point 17.2,

it is considered that such complaint has been recognized.

16.4. Parfois will respond to complaints on paper or another durable medium.

#### 17. DISPUTE SETTLEMENT

The Customer has the right to use extrajudicial methods of dealing with complaints and claims where he/she is dissatisfied with products or services purchased from Parfois and provided via the Internet Service. The list of entities dealing with the out-of-court resolution of such disputes can be found at this address: <https://webgate.ec.europa.eu/odr>

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of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under the number 0000324054, tax no. (NIP) 9462574148, holding a share capital of PLN 2,050,000.00, phone: 800 007 123 (free of charge), email address: [contact@parfois.com](mailto:contact@parfois.com), hereinafter referred to as "Parfois".

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- Add the product to your Bag;
- Click "Go to Checkout";
- You can continue shopping as a guest ("Checkout as a Guest ") or create an account ("Create account") or, if you already have an account, by logging in using your email address and password, or logging in via Facebook or Google.

2.2. Completion of order as a Guest

If you choose the option " Checkout as a Guest ", you should fill in the form available on the Internet Service <https://www.parfois.com/pl/pl/checkout/shipping/>, which contains the following information:

- First name and surname;
- Product delivery address;
- Phone number;
- Email address;
- Address for which the invoice and tax identification number should be issued (if applicable).

2.3. Completing an order by creating an account

If you decide to register as a new customer via "Create an account", please fill in the form available on the website <https://www.parfois.com/pl/pl/register/>, which contains the following

information:

- First name and Last name;
- Date of birth;
- Email address;
- Password.

2.4. After completing the form with all the above information, select Shipping Method, in accordance with the provisions of section 6 below. Then click "Continue" and choose one of the available Payment Methods (see section 5 below). To finalise, click "Confirm payment". To be able to click "Confirm payment", you must first accept these General Terms.

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3.3. You cannot upload any unlawful content on the Internet Service.

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We undertake to provide you with products free from defects.

Parfois shall be held responsible if a physical defect of a purchased product existed at the time of delivery or its cause was apparent on the product at that time and was revealed within a maximum period of 2 (two) years from the date of delivery.

If a product defect is found, you should contact Parfois, in principle within 1 year from the date of finding such a defect or within 2 years from the date of delivery (the later date applies), providing the order number, product details and a description of the defect by one of the following contact methods:

- Tel: 800 007 123 (freephone number. Calls from landlines are free of charge. For mobile phone calls, the cost might differ depending on your operator)
- Email: [contact@parfois.com](mailto:contact@parfois.com).

Delivery of goods for the purpose of their return may take place:

- In Parfois stores in Poland that are authorised to accept returns, properly identified on the website <https://www.parfois.com/pl/pl/returns-and-exchanges/>;

- At a UPS Drop-off Point

Please ensure the products are safely packaged, including the invoices, and that the return label

is securely attached to the package, and take it to the selected UPS Drop-off Point. You can find

the nearest Drop-off Points here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL)

If the product has any defects, you can request a price reduction or withdraw from the sales agreement, unless we immediately and without undue inconvenience to you replace the defective product with one free of defects or remove the defect. Instead of removing the defect

as we propose, you can request replacement of the item with one free from defects, or instead of replacing the item, demand removal of the defect, unless it is impossible to fix the item in the

manner chosen by you to the state set out in the agreement or which would require excessive costs compared with the method proposed by us.

Parfois will take action to replace the product with one free from defects or partially or fully refund costs as quickly as possible and always within the maximum period of 30 (thirty) days.

In the case of withdrawal from the agreement, along with the simultaneous return of the product, we will refund you costs equal to the price of the given goods, as well as the costs of delivery and, where applicable, the costs of return. The refund will be made using the same payment method that was used in the original transaction, unless you explicitly request a different payment method.

#### 9. THE RIGHT TO WITHDRAW FROM THE AGREEMENT

You can withdraw from the Agreement concluded with us and return the purchased products within 14 days of the date on which we deliver the order to you, without providing any reason and without bearing any costs, except for the delivery cost of returning the order to Parfois.

You can withdraw from the Agreement by submitting a declaration of withdrawal from the Agreement to us in the following manner:

- by post to the address: "PARFOIS, Rua Do Sistelo, 755 - Lugar de Santegãos

- 4435 - 429 Rio Tinto – Portugal. »

- by email at: [cancellation@parfois.com](mailto:cancellation@parfois.com);

- by submitting a declaration via the Internet Service. An example withdrawal form is available [Here](#).

Upon your withdrawal from the Agreement by email, we will immediately send you a hard copy

of confirmation of receipt of the declaration of withdrawal from the Agreement.

Order returns should take place immediately, but no later than 14 days from the date on which you withdraw from the Agreement concluded with us. To meet the deadline, it is sufficient to return the order to us before that date.

You can return the product:

- to Parfois stores in Poland that are authorised to accept returns, indicated at

<https://www.parfois.com/pl/pl/returns-and-exchanges/>; free of charge

- At a UPS Drop-off Point:

Please ensure the products are safely packaged, including the invoices, and that the return label

is securely attached to the package, and take it to the selected UPS Drop-off Point. You can find

the nearest Drop-off Points here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL)

Parfois will refund the cost of returned products immediately, no later than 14 (fourteen) days from the date on which Parfois receives your returned order. Parfois reserves the right to withhold refunds until it receives the returned products or until it receives evidence that they have been returned, whichever comes first. Parfois will refund the cost using the same method of payment that you used to pay for the returned order.

## 10. HAND-MADE ITEMS

Hand-made products often have the properties of the natural materials used to make them, such as specific textures and colours, and you should be aware of their presence.

## 11. PROPERTY

All copyrights, trademarks and other intellectual property rights to materials or content available on the website are, at all times, the property of Parfois or the licensor. You may use this material only if you have been explicitly authorised.

However, this is not an obstacle to using the website to copy information about an order or

order data, if necessary.

## 12. CONTACT WITH THE CUSTOMER

In the case of any doubt about the "General Terms and Conditions", you can contact Parfois by phone on 800 007 123 (freephone number. Calls from landlines are free of charge. For mobile phone calls, the cost might differ depending on your operator) or via email at [contact@parfois.com](mailto:contact@parfois.com), from Monday to Friday, from 10:00 AM to 2:00 PM and from 3:00 PM to 7:00 PM.

## 13. LINKS ON THE WEBSITE

Links connecting to other websites and/or materials referenced on the website are provided for

informational purposes only.

## 14. APPLICABLE LAW

These General Terms are subject to Polish law.

## 15. COMPLAINTS PROCEDURE

15.1. The Client may submit a complaint about Parfois' activity in writing to the address: "Rua Do Sistelo, 755 - Lugar de Santegãos 4435 - 429 Rio Tinto – Portugal" or by sending an email to: [contact@parfois.com](mailto:contact@parfois.com).

15.2. Parfois responds to the Customer's complaint within 30 days of its receipt.

15.3. If Parfois does not respond to the complaint within the time limit referred to in point 17.2,

it is considered that such complaint has been recognized.

15.4. Parfois will respond to complaints on paper or another durable medium.

## 16. DISPUTE SETTLEMENT

The Customer has the right to use extrajudicial methods of dealing with complaints and claims where he/she is dissatisfied with products or services purchased from Parfois and provided via the Internet Service. The list of entities dealing with the out-of-court resolution of such disputes can be found at this address: <https://webgate.ec.europa.eu/odr>

## GENERAL TERMS AND CONDITIONS

THIS VERSION IS VALID FROM OCTOBER 24TH 2019

Parfois encourages you to carefully read the content of these General Terms,

Privacy Policy and Cookie Policy before using the website and online store available at <https://parfois.com/>.

## 1. GENERAL PROVISIONS

1.1. These General Terms and Conditions (along with the Privacy Policy and Cookie Policy) specify the terms of use of the website available at <https://www.parfois.com> ("Internet Service"), as well as the terms of purchasing products through it.

1.2. Customers placing orders via the website should be at least 18 (eighteen) years old.

1.3. These General Terms and Conditions may change at any time. In such case, we will post their updated version on our website and notify you of such changes.

1.4. The following General Terms and Conditions govern the sale of products presented on the website by - Modessa Polska Sp. z o.o, hereinafter identified on the website by the brand "Parfois", with its head office at Ul. Plac. Powstańców Warszawy 2A00-030 Warszawa, POLSKA, NIPC: 946 25 74 148, registered at the Commercial Registry Office under the number 324054, telephone: 800 007 123, email address: [contact@parfois.com](mailto:contact@parfois.com).

1.5. When registering for the Internet Service, please make sure that the required mandatory information is correct and complete. Please inform Parfois of any changes to your personal data, such as your home address, email address and other contact details, by updating your data in the Internet Service without delay. The Internet Service allows you to make purchases using the function "Checkout as Guest" and no registration is required. In such case, you should make sure that the mandatory information provided is correct and complete. Only the personal information necessary for processing of your order is required and it will only be used for this purpose.

## 2. CONCLUSION OF AGREEMENT

2.1 To order one or more products available on the Internet Service, you should:

- ☑ Select the product on the Parfois website;
- ☑ Add the product to the Bag;
- ☑ Click "Go to checkout";
- ☑ You can continue shopping as a Guest ("Checkout as Guest") or create an

account ("Create account") or, if you already have an account, by logging in using your email address and password or logging in via Facebook or Google.

## 2.2. Completion of order as a Guest

If you choose the option "Checkout as Guest", you should fill out the form available on the website <https://www.parfois.com/pl/pl/checkout/shipping/>, which contains the following information:

- ☐ First name and surname;
- ☐ Product delivery address;
- ☐ Phone number;
- ☐ Email address;
- ☐ Address for which the invoice and tax identification number should be issued (if applicable).

## 2.3. Registration on the Internet Service

If you decide to register as a new customer via "Create account", please fill out the form available on the website <https://www.parfois.com/pl/pl/register/>, which contains the following information:

- ☐ First name and surname;
- ☐ Date of birth;
- ☐ Email address;
- ☐ Password.

2.4. After completing the form with all the above information, select Method of Delivery of goods, in accordance with the provisions of section 6 below. Then click "Continue to billing" and choose one of the available Payment Methods (see section 5 below). To finalise, click "Confirm Payment". To be able to click "Confirm Payment", you must first accept these General Terms.

2.5. After finalising the order, we will send you an email with the text "Order confirmed". This email is automatically generated confirmation, which means that we have received your order, and in this confirmation we will send you, amongst other details, the number and date of the order, method and time of delivery and payment, delivery address and address to which the invoice will be sent, product price, shipping costs, information about the

product and its basic properties.

2.6. Please check your purchase before clicking "Confirm Payment". Before clicking "Confirm Payment" you have the option to edit all information entered, such as shipping address or billing address, payment information, you can also change or remove products from the Bag.

2.7. On the Parfois website, in the "My Account" tab you will always have the option to view your purchase history, where you will find information about numbers, dates and order status, information about products and their basic properties, price and shipping costs, selected payment method, selected delivery method and billing address. Confirmation of purchase will be sent to you in paper form along with the order.

2.8. If you have any problems with your order, you can always contact Parfois via the Customer Service Department (800 007 123) or via email:

contact@parfois.com. Please note that the provided phone number is the Portugal number and the connection cost might be higher than calls to landline numbers in Poland.

### 3. TERMS OF USING THE INTERNET SERVICE

3.1. For using the Internet Service, you must meet the following technical requirements:

- ☐ have a device that allows you to use the Internet resources,
- ☐ have a connection to the global Internet network,
- ☐ have an updated web browser that supports SSL encrypted connections,
- ☐ for using the Internet Service it is necessary to have a device with the latest version of one of the following Internet browsers installed: Internet Explorer, Mozilla Firefox, Safari, Google Chrome.

3.2. The use of all or some of the Internet Service functionalities might require the installation of software such as Java or JavaScript.

3.3. You cannot upload any unlawful content on the Internet Service.

### 4. PRICES, COSTS OF DELIVERY AND PROMOTION CODES

4.1. The cost of payment for ordered products is the cost displayed on the Internet Service at the time of placing the order by clicking the "Confirm Payment" button. It includes VAT at the rate applicable to Parfois' head office. Shipping costs are visible after selecting your preferred method of product delivery. Prices are displayed in the currency of the given country, based on the geographical location of the IP address. Nevertheless, you can access the Parfois website at any time from a different geographical location by entering the address directly in your browser.

4.2. Product prices and shipping costs may vary depending on the country from which you place your order.

4.3. You will always be informed, in a clear and concise manner, about the total price of ordered products, all taxes and fees, additional transport costs, shipping costs or any other costs incurred before completing the ordering process.

4.4. Promotional codes are codes or encoded words such as "Discount Coupon", which, for example, offer you discounts on selected products, on an entire order or which might be related to shipping costs. Promotional codes apply only to purchases made through the Internet Service and can only be used in the country where the given purchase was made. To use promotional codes, please make sure that you enter the code in the right place when making the payment. If you do not use a promotional code at this time, you will not be able to use the promotional code when completing the given purchase, which does not mean that you will not be able to use it for future orders, subject to the terms of use of the promotional code.

## 5. PAYMENT

5.1. Payments for ordered products can be made via Visa, Mastercard, Maestro, or using Paypal or Dotpay.

5.2. All orders are processed in the local currency of the country in which a given purchase is made. If your bank account balance is in a different currency, the exchange rate used to debit your account will be automatically



determined by your Bank/Paypal, not by Parfois.

5.3. In order to reduce the risk of unauthorised access, your credit card details will be encrypted using the Secure Socket Layer (SSL) protocol and verified by Digicert, as explained in the Privacy Policy.

If payment is made using a credit card, the debit on the card will be made within the following 1-2 days.

After selecting the option to make a payment by credit card, enter the necessary credit card information – the name of the credit card holder, type, number, expiry date and security number of the card and then click "Confirm Payment". The fee will be charged only after the order has been finalised by clicking the "Confirm Payment" button.

5.4. Payments for products can also be made via Paypal and Dotpay. In the case of making payments via Paypal or Dotpay, payment will be charged after clicking "Confirm Payment" and finalising the payment.

## 6. DELIVERY OF ORDERED PRODUCTS

6.1 Orders placed in our Polish website can only be delivered in Poland.

6.2 All orders will be delivered to the address which you provided as the delivery address at the time you placed the order. Orders will be sent after payment confirmation.

6.3 Parfois offers the following product delivery methods:

- Delivery to a physical shop (only to a shop properly authorised and identified at <https://www.parfois.com/pl/pl/stores/>): FREE;

- Home delivery: Promotion! 9,90 PLN;

- Pickup point delivery: Promotion! 9,90 PLN;

Free Shipping: On orders of 150 PLN or more;

When placing your order, please choose the delivery method that suits you. Orders will be sent only on business days.

Parfois completes orders within 1-2 business days for Home and Pick up point deliveries (counting from the day after receipt of payment for the purchased product) and within 2-4 business days for Store deliveries. Deliveries to a

residential address are made during the partner company's delivery hours. If Parfois is unable to meet the delivery deadline, it will inform you of the situation, allowing you to set a new delivery date or cancel your order with a full refund within a maximum of period of 30 (thirty) days from the date on which you were informed that timely delivery was not possible.

## 7. INABILITY TO DELIVER PRODUCTS

If you are not going to be at the place indicated as the delivery address at the time agreed with the partner company, this partner company will contact you via email or SMS to set a new delivery date.

## 8. RETURNS AND EXCHANGES ONLINE POLICY

### 8.1. RETURNS

Parfois will allow you to return any item within a thirty (30) day period, counting from the date of purchase. Returns will only be accepted for items that have not been used or damaged and will have to be with the original tags. You will also need the original purchase receipt in order to return an item. Consequently, Parfois cannot accept returns of used or damaged items.

#### Return methods

To return an item, just choose one of the 2 return options below:

#### Parfois store:

Choose one of our stores that accepts returns and exchanges, please check the eligible store list. All returns should be made in the same country of purchase.

#### Pickup Point:

Only returns accepted, not exchanges. Please pack your items securely, including the invoice inside the box, stick the return tag provided in the box and take it to the UPS parcelshop of your choice. Get to know the nearest Pickup points

here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL):

### 8.2 EXCHANGES

You can only exchange a product with the same reference, in person at Parfois

stores duly identified on the website <https://www.parfois.com/pl/pl/returns-andexchanges/>.  
for making exchanges. Product exchanges must be made within 30  
(thirty) days counting from the date of purchase.

You must keep and present the receipt of the purchase when you exchange the product and keep the product so that it can be exchanged in proper conditions of use, still containing the label, not exceeding the handling that is usually allowed in a commercial establishment, intact and in its original packaging.

### 8.3 RETURNS OF DEFECTIVE PRODUCTS

We undertake to provide you with products free from defects.

Parfois is held responsible if a physical defect of a purchased product existed at the time of delivery or was apparent on the product at that time and was revealed within a maximum period of 2 (two) years from the date of delivery.

If a product defect is found, you should contact Parfois, in principle within 1 year from the date of finding such defect or within 2 years from the date of delivery (later date applies), providing the order number, product details and describe the defect by selecting one of the following contact methods:

☒ Tel: 800 007 123; or

☒ Email address: [contact@parfois.com](mailto:contact@parfois.com).

Delivery of goods for the purpose of their return may take place:

☒ In Parfois stores in Poland that are authorised to accept returns, properly identified on the website <https://www.parfois.com/pl/pl/returns-and-exchanges/>;

☒ At Pickup Point;

Only returns accepted, not exchanges. Please pack your items securely, including the invoice inside the box, stick the return tag provided in the box and take it to the UPS parcelshop of your choice. Get to know the nearest Pickup points here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL):

If the product has any defects, you can request a price reduction or withdraw from the sales agreement, unless we immediately and without undue inconvenience to you replace the defective product with one free of defects or remove the defect.

Instead of removing the defect as we propose, you can request replacement of the

item with one free from defects, or instead of replacing the item, demand removal of the defect, unless it is impossible to fix the item in the manner chosen by you to the state set out in the agreement or which would require excessive costs compared with the method proposed by us.

Parfois will take action to replace the product with one free from defects or partially or fully refund costs as quickly as possible and always within the maximum period of 30 (thirty) days.

In the case of withdrawal from the agreement, along with the simultaneous return of the product, we will refund you costs equal to the price of the given goods, as well as the costs of delivery and, where applicable, the costs of return. The refund will be made using the same payment method that was used in the original transaction, unless you explicitly request a different payment method.

#### 9. RIGHT OF WITHDRAWAL

You can withdraw from the Agreement concluded with us and return purchased order within 14 days from the date on which we deliver these order to you, without providing any reason and without bearing any costs, except for the cost of shipping the order back to Parfois.

You can withdraw from the Agreement by submitting a declaration of withdrawal from the Agreement to us in the following manner:

By post to: Rua Do Sistelo, 755 - Lugar de Santegãos, 4435 - 429 Rio Tinto, Portugal;

By email at: [cancellation@parfois.com](mailto:cancellation@parfois.com)

By submitting a declaration via the Internet Service. An example withdrawal form is available [here](#).

Upon your withdrawal from the Agreement by email, we will immediately send you a hard copy of confirmation of receipt of the declaration of withdrawal from the Agreement.

Product returns should take place immediately, but no later than 14 days from the date on which you withdraw from the Agreement concluded with us. To meet the deadline, it is sufficient to return the product to us before that date.

How to return the products:

To Parfois stores in Poland that are authorised to accept returns, indicated at <https://www.parfois.com/pl/pl/returns-and-exchanges/>; Free

At Pickup Points:

Please pack your items securely, including the invoice inside the box, stick the return tag provided in the box and take it to the UPS parcelshop of your choice. Get to know the nearest Pickup points here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL):

Parfois will refund the cost of returned products immediately, no later than 14 (fourteen) days from the date on which Parfois receives your returned order.

Parfois reserves the right to withhold refunds until it receives the returned products or until it receives evidence that they have been returned, whichever comes first. Parfois shall refund the cost using the same method of payment that you used to pay for the returned products.

#### 10. HAND-MADE ITEMS

Hand-made products often have the properties of the natural materials used to make them, such as specific textures and colours, and you should be aware of their presence.

#### 11. PROPERTY

All copyrights, trademarks and other intellectual property rights to materials or content available on the website are, at all times, the property of Parfois or the licensor. You may use this material only if you have been explicitly authorised. However, this is not an obstacle to using the website to copy information about an order or order data, if necessary.

#### 12. CONTACT WITH THE CUSTOMER

If in doubt about the General Terms, you can contact Parfois via the contact form available on the website, as well as by telephone (800 007 123, free) or via email. The Customer Service Office is open from Monday to Friday, between 10:00 AM and 7:00 PM.

### 13. LINKS ON THE WEBSITE

Links connecting to other websites and/or materials referenced on the website are provided for informational purposes only.

### 14. APPLICABLE LAW

All matters relating to the application or interpretation of the present Terms & Conditions and any dispute resulting from the interpretation, validity or breach of contract between the parties shall be subject to the jurisdiction of the competent Polish courts.

To such disputes will be applicable, with express resignation to another, the Polish law.

### 15. COMPLAINTS PROCEDURE

16.1. The Customer may file a complaint regarding Parfois' business conduct in writing at Parfois - Barata & Ramilo, S.A - A/C Online - Rua Do Sistelo, 755 - Lugar de Santegãos - 4435-429 Rio Tinto - Portugal or by sending an email to the following email address: [contact@parfois.com](mailto:contact@parfois.com).

16.2. Parfois shall respond to the Customer's complaint within 30 days of its receipt.

16.3. If Parfois does not respond to the complaint within the time limit referred to in section 17.2, it is considered that such complaint has been recognised.

16.4. Parfois will respond to complaints on paper or another durable medium.

### 16. DISPUTE SETTLEMENT

The Customer has the right to use extrajudicial methods of dealing with complaints and claims where he/she is dissatisfied with products or services purchased from Parfois and provided via the Internet Service. The list of entities dealing with the out-of-court resolution of such disputes can be found at this address: <https://webgate.ec.europa.eu/odr>

### 18. PROMOTIONAL CODES

18.1. We may offer coupon codes which may apply to any, or certain specified

purchases or products in PARFOIS Website.

18.2. Each coupon code will be subject to specific terms & conditions specified at the time the coupon code is issued, namely the length of time to use the code and if it is applied only on Parfois website or also in physical stores.

18.3. Coupon codes are not cumulative between them. You are only able to apply one coupon code per order.

18.4. A coupon code can't be applied to an order after that order has been placed.

18.5. Certain product category exclusions may apply so we'll let you know if you can't use your coupon code on anything before you complete your purchase.

18.6. If the coupon code has expired, you won't be able use it.

18.7. If a coupon code is offered and can't run properly because of fraud, tampering, technical errors or anything else that is beyond our control which affects the running, administration, security or fairness of the coupon code, we reserve the right to cancel, modify or suspend the coupon code.

18.8. Coupon codes or discounts are non-transferable and cannot be exchanged for cash.

18.9. For promotion campaigns with specific conditions required, if customer returns all the products from the order, except the one with discount, Parfois reserves the right not to refund the order until the product with discount is also returned.

18.10. For BOGOF (Buy One Get One Free) or related coupon codes, if customer returns all the products from the order, except the one for free, Parfois reserves the right not to refund the order until the product with discount is also returned, or it will deduct the product price (price without discount) from the refund. The above rules apply also for other promotional campaigns.

THIS VERSION IS VALID FROM SEPTEMBER 27TH 2019

## 1. GENERAL PROVISIONS

1.1. These General Terms and Conditions (along with the Privacy Policy and Cookie

Policy) specify the terms of use of the website available at <https://www.parfois.com> ("Internet Service"), as well as the terms of purchasing products through it.

1.2. Customers placing orders via the website should be at least 18 (eighteen) years old.

1.3. These General Terms and Conditions may change at any time. In such case, we will post their updated version on our website and notify you of such changes.

1.4. The following General Terms and Conditions govern the sale of products presented on the website by - Modessa Polska Sp. z o.o, hereinafter identified on the website by the brand "Parfois", with its head office at Ul. Plac. Powstańców Warszawy 2A00-030 Warszawa, POLSKA, NIPC: 946 25 74 148, registered at the Commercial Registry Office under the number 324054, telephone: 800 007 123, email address: [contact@parfois.com](mailto:contact@parfois.com).

1.5. When registering for the Internet Service, please make sure that the required mandatory information is correct and complete. Please inform Parfois of any changes to your personal data, such as your home address, email address and other contact details, by updating your data in the Internet Service without delay. The Internet Service allows you to make purchases using the function "Checkout as Guest" and no registration is required. In such case, you should make sure that the mandatory information provided is correct and complete. Only the personal information necessary for processing of your order is required and it will only be used for this purpose.

## 2. CONCLUSION OF AGREEMENT

2.1 To order one or more products available on the Internet Service, you should:

- Select the product on the Parfois website;
- Add the product to the Bag;
- Click "Go to checkout";
- You can continue shopping as a Guest ("Checkout as Guest") or create an account ("Create account") or, if you already have an account, by logging in



using your email address and password or logging in via Facebook or Google.

## 2.2. Completion of order as a Guest

If you choose the option "Checkout as Guest", you should fill out the form available on the website <https://www.parfois.com/pl/pl/checkout/shipping/>, which contains the following information:

- ☐ First name and surname;
- ☐ Product delivery address;
- ☐ Phone number;
- ☐ Email address;
- ☐ Address for which the invoice and tax identification number should be issued (if applicable).

## 2.3. Registration on the Internet Service

If you decide to register as a new customer via "Create account", please fill out the form available on the website <https://www.parfois.com/pl/pl/register/>, which contains the following information:

- ☐ First name and surname;
- ☐ Date of birth;
- ☐ Email address;
- ☐ Password.

2.4. After completing the form with all the above information, select Method of Delivery of goods, in accordance with the provisions of section 6 below. Then click "Continue to billing" and choose one of the available Payment Methods (see section 5 below). To finalise, click "Confirm Payment". To be able to click "Confirm Payment", you must first accept these General Terms.

2.5. After finalising the order, we will send you an email with the text "Order confirmed". This email is automatically generated confirmation, which means that we have received your order, and in this confirmation we will send you, amongst other details, the number and date of the order, method and time of delivery and payment, delivery address and address to which the invoice will be sent, product price, shipping costs, information about the product and its basic properties.

2.6. Please check your purchase before clicking "Confirm Payment". Before clicking "Confirm Payment" you have the option to edit all information entered, such as shipping address or billing address, payment information, you can also change or remove products from the Basket.

2.7. On the Parfois website, in the "My Account" tab you will always have the option to view your purchase history, where you will find information about numbers, dates and order status, information about products and their basic properties, price and shipping costs, selected payment method, selected delivery method and billing address. Confirmation of purchase will be sent to you in paper form along with the order.

2.8. If you have any problems with your order, you can always contact Parfois via the Customer Service Department (800 007 123) or via email: [contact@parfois.com](mailto:contact@parfois.com). Please note that the provided phone number is the Portugal number and the connection cost might be higher than calls to landline numbers in Poland.

### 3. TERMS OF USING THE INTERNET SERVICE

3.1. For using the Internet Service, you must meet the following technical requirements:

- ☐ have a device that allows you to use the Internet resources,
- ☐ have a connection to the global Internet network,
- ☐ have an updated web browser that supports SSL encrypted connections,
- ☐ for using the Internet Service it is necessary to have a device with the latest version of one of the following Internet browsers installed: Internet Explorer, Mozilla Firefox, Safari, Google Chrome.

3.2. The use of all or some of the Internet Service functionalities might require the installation of software such as Java or JavaScript.

3.3. You cannot upload any unlawful content on the Internet Service.

### 4. PRICES, COSTS OF DELIVERY AND PROMOTION CODES

4.1. The cost of payment for ordered products is the cost displayed on the Internet

Service at the time of placing the order by clicking the “Confirm Payment” button. It includes VAT at the rate applicable to Parfois’ head office. Shipping costs are visible after selecting your preferred method of product delivery. Prices are displayed in the currency of the given country, based on the geographical location of the IP address. Nevertheless, you can access the Parfois website at any time from a different geographical location by entering the address directly in your browser.

4.2. Product prices and shipping costs may vary depending on the country from which you place your order.

4.3. You will always be informed, in a clear and concise manner, about the total price of ordered products, all taxes and fees, additional transport costs, shipping costs or any other costs incurred before completing the ordering process.

4.4. Promotional codes are codes or encoded words such as "Discount Coupon", which, for example, offer you discounts on selected products, on an entire order or which might be related to shipping costs. Promotional codes apply only to purchases made through the Internet Service and can only be used in the country where the given purchase was made. To use promotional codes, please make sure that you enter the code in the right place when making the payment. If you do not use a promotional code at this time, you will not be able to use the promotional code when completing the given purchase, which does not mean that you will not be able to use it for future orders, subject to the terms of use of the promotional code.

## 5. PAYMENT

5.1. Payments for ordered products can be made via Visa, Mastercard, Maestro, or using Paypal or Dotpay.

5.2. All orders are processed in the local currency of the country in which a given purchase is made. If your bank account balance is in a different currency, the exchange rate used to debit your account will be automatically determined by your Bank/Paypal, not by Parfois.

5.3. In order to reduce the risk of unauthorised access, your credit card details will be encrypted using the Secure Socket Layer (SSL) protocol and verified by Digicert, as explained in the Privacy Policy.

If payment is made using a credit card, pre-authorisation will take place to ensure that you have sufficient funds to finalise the transaction.

After selecting the option to make a payment by credit card, enter the necessary credit card information – the name of the credit card holder, type, number, expiry date and security number of the card and then click "Confirm Payment". The fee will be charged only after the order has been finalised by clicking the "Confirm Payment" button.

5.4. Payments for products can also be made via Paypal and Dotpay. In the case of making payments via Paypal or Dotpay, payment will be charged after clicking "Confirm Payment" and finalising the payment.

## 6. DELIVERY OF ORDERED PRODUCTS

6.1 Orders placed in our Polish website can only be delivered in Poland.

6.2 All orders will be delivered to the address which you provided as the delivery address at the time you placed the order. Orders will be sent after payment confirmation.

6.3 Parfois offers the following product delivery methods:

Delivery to a physical shop (only to a shop properly authorised and identified at <https://www.parfois.com/pl/pl/stores/>): FREE;

- Home delivery for orders under 150 PLN: Promotion! 9,90 PLN;

- Home delivery for orders of 150 PLN or more: FREE; When placing your order, please choose the delivery method that suits you. Orders will be sent only on business days.

Parfois completes orders within 1-2 business days (counting from the day after receipt of payment for the purchased product). Deliveries to a residential address are made during the partner company's delivery hours. If Parfois is unable to meet the delivery deadline, it will inform you of the situation, allowing you to set a new delivery date or cancel your order with a full refund

within a maximum of period of 30 (thirty) days from the date on which you were informed that timely delivery was not possible.

## 7. INABILITY TO DELIVER PRODUCTS

If you are not going to be at the place indicated as the delivery address at the time agreed with the partner company, this partner company will contact you via email or SMS to set a new delivery date.

## 8. RETURNS AND EXCHANGES ONLINE POLICY

### 8.1. RETURNS

Parfois will allow you to return any item within a thirty (30) day period, counting from the date of purchase. Returns will only be accepted for items that have not been used or damaged and will have to be with the original tags. You will also need the original purchase receipt in order to return an item. Consequently, Parfois cannot accept returns of used or damaged items.

#### Return methods

To return an item, just choose one of the 2 return options below:

#### Parfois store:

Choose one of our stores that accepts returns and exchanges, please check the eligible store list. All returns should be made in the same country of purchase.

#### Pickup Point:

Only returns accepted, not exchanges. Please pack your items securely, including the invoice inside the box, stick the return tag provided in the box and take it to the UPS parcelshop of your choice. Get to know the nearest Pickup points

here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL):

### 8.2 EXCHANGES

You can only exchange a product with the same reference, in person at Parfois stores duly identified on the website <https://www.parfois.com/pl/pl/returns-andexchanges/> for making exchanges. Product exchanges must be made within 30 (thirty) days counting from the date of purchase.

You must keep and present the receipt of the purchase when you exchange the

product and keep the product so that it can be exchanged in proper conditions of use, still containing the label, not exceeding the handling that is usually allowed in a commercial establishment, intact and in its original packaging.

### 8.3 RETURNS OF DEFECTIVE PRODUCTS

We undertake to provide you with products free from defects.

Parfois is held responsible if a physical defect of a purchased product existed at the time of delivery or was apparent on the product at that time and was revealed within a maximum period of 2 (two) years from the date of delivery.

If a product defect is found, you should contact Parfois, in principle within 1 year from the date of finding such defect or within 2 years from the date of delivery (later date applies), providing the order number, product details and describe the defect by selecting one of the following contact methods:

☒ Tel: 800 007 123; or

☒ Email address: [contact@parfois.com](mailto:contact@parfois.com).

Delivery of goods for the purpose of their return may take place:

☒ In Parfois stores in Poland that are authorised to accept returns, properly identified on the website <https://www.parfois.com/pl/pl/returns-and-exchanges/>;

☒ At Pickup Point;

Only returns accepted, not exchanges. Please pack your items securely, including the invoice inside the box, stick the return tag provided in the box and take it to the UPS parcelshop of your choice. Get to know the nearest Pickup points here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL):

If the product has any defects, you can request a price reduction or withdraw from the sales agreement, unless we immediately and without undue inconvenience to you replace the defective product with one free of defects or remove the defect.

Instead of removing the defect as we propose, you can request replacement of the item with one free from defects, or instead of replacing the item, demand removal of the defect, unless it is impossible to fix the item in the manner chosen by you to the state set out in the agreement or which would require excessive costs compared

with the method proposed by us.

Parfois will take action to replace the product with one free from defects or partially or fully refund costs as quickly as possible and always within the maximum period of 30 (thirty) days.

In the case of withdrawal from the agreement, along with the simultaneous return of the product, we will refund you costs equal to the price of the given goods, as well as the costs of delivery and, where applicable, the costs of return. The refund will be made using the same payment method that was used in the original transaction, unless you explicitly request a different payment method.

## 9. RIGHT OF WITHDRAWAL

You can withdraw from the Agreement concluded with us and return purchased order within 14 days from the date on which we deliver these order to you, without providing any reason and without bearing any costs, except for the cost of shipping the order back to Parfois.

You can withdraw from the Agreement by submitting a declaration of withdrawal from the Agreement to us in the following manner:

By post to: Rua Do Sistelo, 755 - Lugar de Santegãos, 4435 - 429 Rio Tinto, Portugal;

By email at: [cancellation@parfois.com](mailto:cancellation@parfois.com)

By submitting a declaration via the Internet Service. An example withdrawal form is available [here](#).

Upon your withdrawal from the Agreement by email, we will immediately send you a hard copy of confirmation of receipt of the declaration of withdrawal from the Agreement.

Product returns should take place immediately, but no later than 14 days from the date on which you withdraw from the Agreement concluded with us. To meet the deadline, it is sufficient to return the product to us before that date.

How to return the products:

To Parfois stores in Poland that are authorised to accept returns, indicated at <https://www.parfois.com/pl/pl/returns-and-exchanges/>; Free

At Pickup Points:

Please pack your items securely, including the invoice inside the box, stick the return tag provided in the box and take it to the UPS parcelshop of your choice. Get to know the nearest Pickup points here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL): Parfois will refund the cost of returned products immediately, no later than 14 (fourteen) days from the date on which Parfois receives your returned order. Parfois reserves the right to withhold refunds until it receives the returned products or until it receives evidence that they have been returned, whichever comes first. Parfois shall refund the cost using the same method of payment that you used to pay for the returned products.

#### 10. HAND-MADE ITEMS

Hand-made products often have the properties of the natural materials used to make them, such as specific textures and colours, and you should be aware of their presence.

#### 11. PRODUCTS CONTAINING PRECIOUS METALS

All goods containing precious metals can be found on the website in the "Silver 925" tab and are separated from other jewellery items made of base metals and other items sold by Parfois.

After opening the image for the item you are interested in, you can check in the "Product Details" tab the type of precious metal used, its fineness and type of gemmological metals used. The weight referred to in the description of each jewellery item refers to the mass of the metal used in its composition. Some items may still vary in weight.

All jewellery items available on the website on the Silver 925 tab contain information about fineness and certificates. Some articles may be exempted from marking (fineness) due to the small mass of metal.

The buyer may, in case of doubt as to the authenticity of trademarks and for the purpose of verification, use hallmarking services.

Jewellery items can be reviewed and fiscalised by the appropriate authorities at the address Rua do Sistelo, 755 Lugar de Santegãos, 4435-429, Rio Tinto, Portugal.



## 12. PROPERTY

All copyrights, trademarks and other intellectual property rights to materials or content available on the website are, at all times, the property of Parfois or the licensor. You may use this material only if you have been explicitly authorised. However, this is not an obstacle to using the website to copy information about an order or order data, if necessary.

## 13. CONTACT WITH THE CUSTOMER

If in doubt about the General Terms, you can contact Parfois via the contact form available on the website, as well as by telephone (800 007 123, free) or via email. The Customer Service Office is open from Monday to Friday, between 10:00 AM and 7:00 PM.

## 14. LINKS ON THE WEBSITE

Links connecting to other websites and/or materials referenced on the website are provided for informational purposes only.

## 15. APPLICABLE LAW

All matters relating to the application or interpretation of the present Terms & Conditions and any dispute resulting from the interpretation, validity or breach of contract between the parties shall be subject to the jurisdiction of the competent Polish courts.

To such disputes will be applicable, with express resignation to another, the Polish law.

## 16. COMPLAINTS PROCEDURE

16.1. The Customer may file a complaint regarding Parfois' business conduct in writing at Parfois - Barata & Ramilo, S.A - A/C Online - Rua Do Sistelo, 755 - Lugar de Santegãos - 4435-429 Rio Tinto - Portugal or by sending an email to the following email address: [contact@parfois.com](mailto:contact@parfois.com).

16.2. Parfois shall respond to the Customer's complaint within 30 days of its

receipt.

16.3. If Parfois does not respond to the complaint within the time limit referred to in section 17.2, it is considered that such complaint has been recognised.

16.4. Parfois will respond to complaints on paper or another durable medium.

## 17. DISPUTE SETTLEMENT

The Customer has the right to use extrajudicial methods of dealing with complaints and claims where he/she is dissatisfied with products or services purchased from Parfois and provided via the Internet Service. The list of entities dealing with the out-of-court resolution of such disputes can be found at this address: <https://webgate.ec.europa.eu/odr>

## 18. PROMOTIONAL CODES

18.1. We may offer coupon codes which may apply to any, or certain specified purchases or products in PARFOIS Website.

18.2. Each coupon code will be subject to specific terms & conditions specified at the time the coupon code is issued, namely the length of time to use the code and if it is applied only on Parfois website or also in physical stores.

18.3. Coupon codes are not cumulative between them. You are only able to apply one coupon code per order.

18.4. A coupon code can't be applied to an order after that order has been placed.

18.5. Certain product category exclusions may apply so we'll let you know if you can't use your coupon code on anything before you complete your purchase.

18.6. If the coupon code has expired, you won't be able use it.

18.7. If a coupon code is offered and can't run properly because of fraud, tampering, technical errors or anything else that is beyond our control which affects the running, administration, security or fairness of the coupon code, we reserve the right to cancel, modify or suspend the coupon code.

18.8. Coupon codes or discounts are non-transferable and cannot be exchanged for cash.

18.9. For promotion campaigns with specific conditions required, if customer

returns all the products from the order, except the one with discount, Parfois reserves the right not to refund the order until the product with discount is also returned.

18.10. For BOGOF (Buy One Get One Free) or related coupon codes, if customer returns all the products from the order, except the one for free, Parfois reserves the right not to refund the order until the product with discount is also returned, or it will deduct the product price (price without discount) from the refund. The above rules apply also for other promotional campaigns.

THIS VERSION IS VALID FROM JUNE 5TH 2019

Parfois encourages you to carefully read the content of these General Terms, Privacy Policy and Cookie Policy before using the website and online store available at <https://parfois.com/>.

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL PROVISIONS

1.1. These General Terms and Conditions (along with the Privacy Policy and Cookie Policy) specify the terms of use of the website available at <https://www.parfois.com> ("Internet Service"), as well as the terms of purchasing products through it.

1.2. Customers placing orders via the website should be at least 18 (eighteen) years old.

1.3. These General Terms and Conditions may change at any time. In such case, we will post their updated version on our website and notify you of such changes.

1.4. The following General Terms and Conditions govern the sale of products presented on the website by - Modessa Polska Sp. z o.o, hereinafter identified on the website by the brand "Parfois", with its head office at Ul. Plac. Powstańców Warszawy 2A00-030 Warszawa, POLSKA, NIPC: 946 25 74

148, registered at the Commercial Registry Office under the number 324054, telephone: 800 007 123, email address: contact@parfois.com.

1.5. When registering for the Internet Service, please make sure that the required mandatory information is correct and complete. Please inform Parfois of any changes to your personal data, such as your home address, email address and other contact details, by updating your data in the Internet Service without delay. The Internet Service allows you to make purchases using the function "Checkout as Guest" and no registration is required. In such case, you should make sure that the mandatory information provided is correct and complete. Only the personal information necessary for processing of your order is required and it will only be used for this purpose.

## 2. CONCLUSION OF AGREEMENT

2.1 To order one or more products available on the Internet Service, you should:

- ☐ Select the product on the Parfois website;
- ☐ Add the product to the Bag;
- ☐ Click "Go to checkout";
- ☐ You can continue shopping as a Guest ("Checkout as Guest") or create an account ("Create account") or, if you already have an account, by logging in using your email address and password or logging in via Facebook or Google.

### 2.2. Completion of order as a Guest

If you choose the option "Checkout as Guest", you should fill out the form available on the website <https://www.parfois.com/pl/pl/checkout/shipping/>, which contains the following information:

- ☐ First name and surname;
- ☐ Product delivery address;
- ☐ Phone number;
- ☐ Email address;
- ☐ Address for which the invoice and tax identification number should be issued (if applicable).

### 2.3. Registration on the Internet Service

If you decide to register as a new customer via "Create account", please fill out the form available on the website <https://www.parfois.com/pl/pl/register/>, which contains the following information:

☐ First name and surname;

☐ Date of birth;

☐ Email address;

☐ Password.

2.4. After completing the form with all the above information, select Method of Delivery of goods, in accordance with the provisions of section 6 below. Then click "Continue to billing" and choose one of the available Payment Methods (see section 5 below). To finalise, click "Confirm Payment". To be able to click "Confirm Payment", you must first accept these General Terms.

2.5. After finalising the order, we will send you an email with the text "Order confirmed". This email is automatically generated confirmation, which means that we have received your order, and in this confirmation we will send you, amongst other details, the number and date of the order, method and time of delivery and payment, delivery address and address to which the invoice will be sent, product price, shipping costs, information about the product and its basic properties.

2.6. Please check your purchase before clicking "Confirm Payment". Before clicking "Confirm Payment" you have the option to edit all information entered, such as shipping address or billing address, payment information, you can also change or remove products from the Basket.

2.7. On the Parfois website, in the "My Account" tab you will always have the option to view your purchase history, where you will find information about numbers, dates and order status, information about products and their basic properties, price and shipping costs, selected payment method, selected delivery method and billing address. Confirmation of purchase will be sent to you in paper form along with the order.

2.8. If you have any problems with your order, you can always contact Parfois via the Customer Service Department (800 007 123) or via email:

contact@parfois.com. Please note that the provided phone number is the Portugal number and the connection cost might be higher than calls to landline numbers in Poland.

### 3. TERMS OF USING THE INTERNET SERVICE

3.1. For using the Internet Service, you must meet the following technical requirements:

- ☐ have a device that allows you to use the Internet resources,
- ☐ have a connection to the global Internet network,
- ☐ have an updated web browser that supports SSL encrypted connections,
- ☐ for using the Internet Service it is necessary to have a device with the latest version of one of the following Internet browsers installed: Internet Explorer, Mozilla Firefox, Safari, Google Chrome.

3.2. The use of all or some of the Internet Service functionalities might require the installation of software such as Java or JavaScript.

3.3. You cannot upload any unlawful content on the Internet Service.

### 4. PRICES, COSTS OF DELIVERY AND PROMOTION CODES

4.1. The cost of payment for ordered products is the cost displayed on the Internet Service at the time of placing the order by clicking the “Confirm Payment” button. It includes VAT at the rate applicable to Parfois’ head office. Shipping costs are visible after selecting your preferred method of product delivery. Prices are displayed in the currency of the given country, based on the geographical location of the IP address. Nevertheless, you can access the Parfois website at any time from a different geographical location by entering the address directly in your browser.

4.2. Product prices and shipping costs may vary depending on the country from which you place your order.

4.3. You will always be informed, in a clear and concise manner, about the total price of ordered products, all taxes and fees, additional transport costs, shipping costs or any other costs incurred before completing the ordering

process.

4.4. Promotional codes are codes or encoded words such as "Discount Coupon", which, for example, offer you discounts on selected products, on an entire order or which might be related to shipping costs. Promotional codes apply only to purchases made through the Internet Service and can only be used in the country where the given purchase was made. To use promotional codes, please make sure that you enter the code in the right place when making the payment. If you do not use a promotional code at this time, you will not be able to use the promotional code when completing the given purchase, which does not mean that you will not be able to use it for future orders, subject to the terms of use of the promotional code.

## 5. PAYMENT

5.1. Payments for ordered products can be made via Visa, Mastercard, Maestro, or using Paypal or Dotpay.

5.2. All orders are processed in the local currency of the country in which a given purchase is made. If your bank account balance is in a different currency, the exchange rate used to debit your account will be automatically determined by your Bank/Paypal, not by Parfois.

5.3. In order to reduce the risk of unauthorised access, your credit card details will be encrypted using the Secure Socket Layer (SSL) protocol and verified by Digicert, as explained in the Privacy Policy.

If payment is made using a credit card, pre-authorisation will take place to ensure that you have sufficient funds to finalise the transaction.

After selecting the option to make a payment by credit card, enter the necessary credit card information – the name of the credit card holder, type, number, expiry date and security number of the card and then click "Confirm Payment". The fee will be charged only after the order has been finalised by clicking the "Confirm Payment" button.

5.4. Payments for products can also be made via Paypal and Dotpay. In the case of making payments via Paypal or Dotpay, payment will be charged after

clicking "Confirm Payment" and finalising the payment.

## 6. DELIVERY OF ORDERED PRODUCTS

6.1 Orders placed in our Polish website can only be delivered in Poland.

6.2 All orders will be delivered to the address which you provided as the delivery address at the time you placed the order. Orders will be sent after payment confirmation.

6.3 Parfois offers the following product delivery methods:

Delivery to a physical shop (only to a shop properly authorised and identified at <https://www.parfois.com/pl/pl/stores/>): FREE;

- Home delivery for orders under 150 PLN: Promotion! 9,90 PLN;

- Home delivery for orders of 150 PLN or more: FREE; When placing your order, please choose the delivery method that suits you. Orders will be sent only on business days.

Parfois completes orders within 1-2 business days (counting from the day after receipt of payment for the purchased product). Deliveries to a residential address are made during the partner company's delivery hours. If Parfois is unable to meet the delivery deadline, it will inform you of the situation, allowing you to set a new delivery date or cancel your order with a full refund within a maximum of period of 30 (thirty) days from the date on which you were informed that timely delivery was not possible.

## 7. INABILITY TO DELIVER PRODUCTS

If you are not going to be at the place indicated as the delivery address at the time agreed with the partner company, this partner company will contact you via email or SMS to set a new delivery date.

## 8. RETURNS AND EXCHANGES ONLINE POLICY

### 8.1. RETURNS

Parfois will allow you to return any item within a thirty (30) day period, counting from the date of purchase. Returns will only be accepted for items that have not been used or damaged and will have to be with the original tags. You will also need



the original purchase receipt in order to return an item. Consequently, Parfois cannot accept returns of used or damaged items.

#### Return methods

To return an item, just choose one of the 2 return options below:

##### Parfois store:

Choose one of our stores that accepts returns and exchanges, please check the eligible store list. All returns should be made in the same country of purchase.

##### Pickup Point:

Only returns accepted, not exchanges. Please pack your items securely, including the invoice inside the box, stick the return tag provided in the box and take it to the UPS parcelshop of your choice. Get to know the nearest Pickup points

here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL):

## 8.2 EXCHANGES

You can only exchange a product with the same reference, in person at Parfois stores duly identified on the website <https://www.parfois.com/pl/pl/returns-andexchanges/>. for making exchanges. Product exchanges must be made within 30 (thirty) days counting from the date of purchase.

You must keep and present the receipt of the purchase when you exchange the product and keep the product so that it can be exchanged in proper conditions of use, still containing the label, not exceeding the handling that is usually allowed in a commercial establishment, intact and in its original packaging.

## 8.3 RETURNS OF DEFECTIVE PRODUCTS

We undertake to provide you with products free from defects.

Parfois is held responsible if a physical defect of a purchased product existed at the time of delivery or was apparent on the product at that time and was revealed within a maximum period of 2 (two) years from the date of delivery.

If a product defect is found, you should contact Parfois, in principle within 1 year from the date of finding such defect or within 2 years from the date of delivery (later date applies), providing the order number, product details and describe the defect by selecting one of the following contact methods:

☎ Tel: 800 007 123; or

✉ Email address: [contact@parfois.com](mailto:contact@parfois.com).

Delivery of goods for the purpose of their return may take place:

✉ In Parfois stores in Poland that are authorised to accept returns, properly identified on the website <https://www.parfois.com/pl/pl/returns-and-exchanges/>;

✉ At Pickup Point;

Only returns accepted, not exchanges. Please pack your items securely, including the invoice inside the box, stick the return tag provided in the box and take it to the UPS parcelshop of your choice. Get to know the nearest Pickup points here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL):

If the product has any defects, you can request a price reduction or withdraw from the sales agreement, unless we immediately and without undue inconvenience to you replace the defective product with one free of defects or remove the defect. Instead of removing the defect as we propose, you can request replacement of the item with one free from defects, or instead of replacing the item, demand removal of the defect, unless it is impossible to fix the item in the manner chosen by you to the state set out in the agreement or which would require excessive costs compared with the method proposed by us.

Parfois will take action to replace the product with one free from defects or partially or fully refund costs as quickly as possible and always within the maximum period of 30 (thirty) days.

In the case of withdrawal from the agreement, along with the simultaneous return of the product, we will refund you costs equal to the price of the given goods, as well as the costs of delivery and, where applicable, the costs of return. The refund will be made using the same payment method that was used in the original transaction, unless you explicitly request a different payment method.

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You can withdraw from the Agreement by submitting a declaration of withdrawal from the Agreement to us in the following manner:

By post to: Rua Do Sistelo, 755 - Lugar de Santegãos, 4435 - 429 Rio Tinto, Portugal;

By email at: [cancellation@parfois.com](mailto:cancellation@parfois.com)

By submitting a declaration via the Internet Service. An example withdrawal form is available [here](#).

Upon your withdrawal from the Agreement by email, we will immediately send you a hard copy of confirmation of receipt of the declaration of withdrawal from the Agreement.

Product returns should take place immediately, but no later than 14 days from the date on which you withdraw from the Agreement concluded with us. To meet the deadline, it is sufficient to return the product to us before that date.

How to return the products:

To Parfois stores in Poland that are authorised to accept returns, indicated at <https://www.parfois.com/pl/pl/returns-and-exchanges/>; Free

At Pickup Points:

Please pack your items securely, including the invoice inside the box, stick the return tag provided in the box and take it to the UPS parcelshop of your choice. Get to know the nearest Pickup points here: [https://www.ups.com/dropoff?loc=pl\\_PL](https://www.ups.com/dropoff?loc=pl_PL):

Parfois will refund the cost of returned products immediately, no later than 14 (fourteen) days from the date on which Parfois receives your returned order.

Parfois reserves the right to withhold refunds until it receives the returned products or until it receives evidence that they have been returned, whichever comes first. Parfois shall refund the cost using the same method of payment that you used to pay for the returned products.

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All jewellery items available on the website on the Silver 925 tab contain information about fineness and certificates. Some articles may be exempted from marking (fineness) due to the small mass of metal.

The buyer may, in case of doubt as to the authenticity of trademarks and for the purpose of verification, use hallmarking services.

Jewellery items can be reviewed and fiscalised by the appropriate authorities at the address Rua do Sistelo, 755 Lugar de Santegãos, 4435-429, Rio Tinto, Portugal.

## 12. PROPERTY

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However, this is not an obstacle to using the website to copy information about an order or order data, if necessary.

## 13. CONTACT WITH THE CUSTOMER

If in doubt about the General Terms, you can contact Parfois via the contact form available on the website, as well as by telephone (800 007 123, free) or via email.

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16.1. The Customer may file a complaint regarding Parfois' business conduct in writing at Parfois - Barata & Ramilo, S.A - A/C Online - Rua Do Sistelo, 755 - Lugar de Santegãos - 4435-429 Rio Tinto - Portugal or by sending an email to the following email address: [contact@parfois.com](mailto:contact@parfois.com).

16.2. Parfois shall respond to the Customer's complaint within 30 days of its receipt.

16.3. If Parfois does not respond to the complaint within the time limit referred to in section 17.2, it is considered that such complaint has been recognised.

16.4. Parfois will respond to complaints on paper or another durable medium.

## 17. DISPUTE SETTLEMENT

The Customer has the right to use extrajudicial methods of dealing with complaints and claims where he/she is dissatisfied with products or services purchased from Parfois and provided via the Internet Service. The list of entities dealing with the out-of-court resolution of such disputes can be found at this address: <https://webgate.ec.europa.eu/odr>

THIS VERSION WAS VALID UNTIL DECEMBER 5TH 2018

## 1. PURPOSE

The present Terms & Conditions (together with the Privacy Policy and Cookie Policy) establish the conditions that determine the use of this website (<https://www.parfois.com>), and regulate the conditions of the product purchase process in it, being accessible at all times on the website.

Parfois invites you to carefully read the content of the Terms & Conditions, of the Privacy Policy and of the Cookie Policy before using the website.

To place an order on the website you must be at least 18 (eighteen) years old or, if you are a minor, have the authorization of your parents or legal representatives to hire under legal terms. When you use this website, you declare that you fulfil these conditions.

The present Terms & Conditions may be changed at any time, and in this situation, we will post on the website an updated version and a warning to alert to the new version thereof. The use of the website as well as the realization of any order, after Parfois has published a new version of the Terms & Conditions, will be subject to the version of the Terms and Conditions in force, which must be expressly accepted prior to the submission of the order.

The following Terms & Conditions regulate the sale of the products presented on the website by the Company:

- Barata & Ramilo, S.A., hereinafter identified on the website by the brand “Parfois”
- Headquarters: Rua do Sistelo, Lugar de Santegãos, 4435-452 Rio Tinto
- NCPI: 500590753 and registered at the Commercial Registry Office under the same number
- Tel: + 351 220900 800
- E-mail: [contact@parfois.com](mailto:contact@parfois.com)
- Website: <https://www.parfois.com>
- License no. P330046 of Goldsmithing Retailer without Establishment, issued by Contrastaria do Porto, Imprensa Nacional - Casa da Moeda.

By registering on the website, you must ensure that the mandatory information provided is correct and complete. We request that you inform Parfois of changes in your identification data, such as postal address, email address, and other contact details, by updating your personal information on the website without delay.

The website allows you to make a purchase through the "Buy as a Guest" feature not being necessary for this purpose to register. Either way you should ensure that the mandatory information provided is correct and complete. Only personal data strictly necessary to execute your request are requested, which will only be used for this purpose.

By using the website, you are bound not to make false or fraudulent orders, and Parfois may, if it considers that an order of this nature has been carried out, proceed cancel it and inform the competent authorities.

## 2. CELEBRATION OF THE CONTRACT

To order one or more products available on the website, you must follow the following procedures:

- Choose the product on the Parfois website;
- Add the product to the "Bag";
- Then, click on " Go to checkout ";
- You may proceed with the Purchase, as a Guest ("Checkout as Guest ") or by creating an account ("Create Account") or, if you already have an account, by logging in with your email address and password, or by accessing via Facebook or Google.

### (I) Checkout as Guest

• If you choose to "Buy as a Guest", you will have to complete a form available at <https://www.parfois.com/pl/pl/checkout/shipping/>, which should include the following information:

- First and last name;
- Address and district;
- Phone number;
- Email address;
- Invoice address;
- VAT number.

### (II) Create Account

If you choose to register as a "Create Account", you will have to complete a form

available at <https://www.parfois.com/pl/pl/register/>, which should include the following information:

- First and last name;
- Date of birth;
- ☒ Email address;
- ☒ Password;

Once you have filled out the form with all the above information, you must select the Method of Delivery of the product, in accordance with the provisions of Point 6 below. You should then choose one of the Payment Methods available (see Section 5 below). Finally, you should click on "Continue to place order".

In order to "Continue to place order", you must first accept the present Terms & Conditions.

Once the order is finished, Parfois will send you an "Order Confirmation" email. This email is a mere automated proof, which means that we have received your order and in which is sent to you information about the number and date of the order, method of delivery and payment, delivery and invoice address, product price, shipping cost, product identification and its basic characteristics.

Always make sure to review your purchase before clicking "Continue to place order". Before clicking on "Continue to place order" you have the possibility to edit any information you entered, such as the shipping or invoice address, payment information, or to add, change or remove products in the "Bag".

You can always access your purchase history, which contains information on number, date and order status, product identification and its basic characteristics, respective price and shipping costs, payment method used, selected delivery method and invoice address on the Parfois website under "My Account".

The receipt of the purchase will be sent to you in paper format along with your order.

In case of difficulties with your order, you can always contact Parfois through Customer Service (+351 220900800).

### 3. PRODUCTS AVAILABILITY



All product orders will be subject to the availability thereof. In this sense, if there is any difficulty regarding the supply of products or if there are no products in stock, Parfois will inform you of the unavailability and will reimburse you the amount you may have paid, within a maximum period of 30 (thirty) days.

#### 4. PRICES, SHIPPING COSTS AND PROMO CODES

The prices paid for the products you order are those displayed on this website, at the time that the order is placed, including VAT at the legal rate of Parfois headquarters in force, but excluding shipping costs that will add to the value of the order placed.

Prices are displayed in the currency of the selected country based on the geographical location of your IP address.

However, you may, at any time, enter the website of Parfois another geographic location, by typing its address directly in the browser.

Please note that when changing the country, it is possible that prices and shipping costs change, and prices of the selected country will apply.

The shipping costs will be charged according to the values indicated on the website, calculated, namely, according to the selected shipping method.

You will always be informed, in a clear and concise way, prior to the completion of the order, about the total price of the product, which includes the price, all taxes and charges, additional transport costs, shipping costs or any other costs that may exist.

Parfois reserves the right to change the prices of products and shipping costs at any time, without affecting, however, the orders in respect of which the Order has already been completed.

Promotional codes are codes or words coded as "Discount Coupons" which, for example, may offer you discounts on certain products, in your entire order, or may represent the offer of shipping costs. Promotional codes only apply to purchases made on the Parfois website and can only be used in the country where the purchase was made.

In order to take advantage of promotional codes, you must make sure that you

enter the code in the appropriate space when making the payment. If you do not apply the promotional code at that time, you will not be able to use the promotional code in that purchase, without prejudice to being able to use it in a subsequent order, subject of course to the conditions of use of each promotional code.

## 5. PAYMENT

Payments can be made through Visa, Mastercard, Maestro, Paypal or Dotpay.

All orders are processed in the local currency of the respective country of purchase.

In the event that your bank account is in another currency, the exchange rate used for debiting your account will be automatically determined by the Bank / Paypal and not by Parfois.

- Visa, Mastercard, Maestro Cards

In order to reduce the risks of unauthorized access, your credit card data will be encrypted using Secure Socket Layer (SSL) protocol and verified by Digicert, as best explained in the Privacy Policy.

If payment is made using a credit card, a pre-authorization will be made to ensure that you have sufficient funds to complete the transaction.

After selecting the credit payment option, you must enter the necessary data of your credit card, namely the cardholder name, the type of credit card, the number, validity and security code of the card and, then click "Confirm Payment". The debit on the card will only be made at the time that the order exits the warehouse.

In case the payment is not authorized, no charge will be made, and you will receive a warning, by email, with the information that the payment was not made, requesting, if you wish to continue with the purchase, to identify another means of payment.

- Paypal, Dotpay

Payment by Paypal or Dotpay are safe methods.

In case the payment is made via Paypal or Dotpay the debit will be made after clicking on "Confirm Payment".

## 6. DELIVERY

All orders will be delivered to the address that you specified for delivery when you placed your order.

Orders will only be sent after confirming the availability of the stock and after the confirmation of the payment, being sent by Parfois partner companies, namely Chronopost who will handle the delivery of your order through the respective offices closest to your geographical location. You can find more information about these companies by consulting the following links: <https://www.chronopost.pt/en>.

Parfois has the following shipping methods:

- Store delivery (only in stores duly authorized and identified at <https://www.parfois.com/pl/pl/stores/>): FREE
- Home Delivery up to 119PLN: 19PLN
- Home Delivery of 120PLN or more: FREE

When placing the order, we will ask you to choose the shipping method that you want. The final value of your order will always indicate clearly and precisely, the supported value of shipping costs.

If you wish to receive your order in an authorized store, you must collect it within a maximum period of 30 days from the receipt of the email / SMS informing about the availability of the order for pick up. If the order is not picked up at the selected store within that period, Parfois will collect it and refund the amount paid, less any costs incurred in sending the order, as well as expenses related to the storage of the products.

Parfois will use its best efforts to comply with the delivery of the order within 5-10 working days, from the day after receiving the payment of the product purchased, and within the delivery times of the carrier company.

Orders will be shipped only on working days.

If Parfois is unable to comply with the deadline for delivery of the order, it will inform you of this situation, granting you the option to continue with the purchase, establishing a new delivery date, or cancel the order, with full refund of amounts paid, within a maximum period of thirty (30) days from the date of knowledge of

the unavailability.

#### 7. IMPOSSIBILITY OF DELIVERY

If you are not at the place of delivery at the agreed time, the carrier will contact you by email or SMS.

Please note that in case of non-delivery of the product within the stipulated deadline, by any fact that it is attributable to you, Parfois will reimburse you for the amount paid, with the exception of the costs incurred with sending the order, as well as any expenses for the storage and new delivery attempts.

#### 8. RIGHT OF FREE TERMINATION

If for any reason you want to return a product, you can do so freely, without any penalty and without justification, within thirty (30) days from the following day in which Parfois delivered the order to you directly or to a third party indicated by you, other than the carrier.

In order to exercise your right of free termination of the contract, you must notify Parfois of this intention by means of an unequivocal declaration of termination of the contract, and you may use one of the following contacts:

- Address:

Rua Do Sistelo, 755 - Lugar de Santegãos

4435 - 429 Rio Tinto

- Tel.: + 351 220900800

- E-mail: [cancellation@parfois.com](mailto:cancellation@parfois.com);

- Termination form template available [here](#) .

If you choose to submit by electronic means the free termination form template or any other unequivocal statement of the termination through the website or by email or telephone, Parfois will send you, without delay and within a maximum of 24 hours, on a durable medium (eg by email) a notice of receipt of the contract termination statement.

The return of the order can be done:

☒ At Parfois stores authorized to accept returns, duly identified on the website <https://www.parfois.com/pl/pl/returns-and-exchanges/>; or

☒ To Parfois Address:

Parfois - Barata & Ramilo, S.A - A/C Online

Rua Do Sistelo, 755 - Lugar de Santegaos

4435 - 429 Rio Tinto

In any case, the return of the order must be made within a maximum period of 14 (fourteen) days from the date on which you notified Parfois of its decision to terminate the contract.

Shipping costs are the customer's responsibility, it is estimated that this submission represents approximately 60PLN (sixty PLN).

As for the articles "Online Exclusives" please revert to section 11 below.

You must keep and present the receipt of purchase when you return it, keep the product so that it can be returned in the proper conditions of use, not exceeding the handling that is usually admitted in a commercial establishment, intact, labelled and in the original packaging.

Parfois will refund the amount of the returned product without undue delay and within a maximum period of 14 (fourteen) days from the date Parfois was informed of your decision to terminate the contract, without prejudice to the right of Parfois to withhold reimbursement until it has received the returned goods, or until you prove the return thereof, whichever occurs first.

Parfois makes the reimbursements using the same means of payment that used in the initial transaction, but can, if it so wishes, opt for reimbursement through the attribution of gift cards.

Parfois can cancel any order or not accept a confirmed order in case of a technical error and / or an error in the prices or in any data about the products contained on the website at the time of placing an order. Parfois will fully refund the amounts paid.

## 9. EXCHANGES

You can only exchange a product with the same reference, in person at Parfois

stores duly identified on the website <https://www.parfois.com/pl/pl/returns-andexchanges/>.  
for making exchanges. Product exchanges must be made within 30

(thirty) days from the following day in which Parfois delivered the product to you  
directly or to a third party indicated by you.

You must keep and present the receipt of the purchase when you exchange the  
product and keep the product so that it can be returned in proper conditions of  
use, still containing the label, not exceeding the handling that is usually allowed in  
a commercial establishment, intact and in its original packaging.

#### 10. RETURNS OF DEFECTIVE PRODUCTS

Parfois ensures the guarantee of conformity for goods purchased on the website.  
For this, it is necessary that the nonconformity of the product acquired exists at  
the moment of delivery and manifests itself within a maximum period of two (2)  
years from the delivery of the product ("Guarantee").

Therefore, in case of finding a lack of conformity of the product purchased with the  
contract, you should, within a maximum and non-extendable period of two (2)  
months from the date of detection of the lack of conformity, contact Parfois,  
providing the order number, the product details and identifying the nonconformity  
in question, for the following contacts:

- Tel: + 351 220900800 ; or

E-Mail: [contact@parfois.com](mailto:contact@parfois.com)

The delivery of the product for the purpose of return can be done:

☑ At Parfois stores authorized to accept returns duly identified on the  
website <https://www.parfois.com/pl/pl/returns-and-exchanges/>;

☑ To Parfois Address:

Parfois - Barata & Ramilo, S.A - A/C Online

Rua Do Sistelo, 755 - Lugar de Santegãos

4435-429 Rio Tinto

If, after examining the product, Parfois verifies that there is a defect or lack of

conformity of the purchased product, the customer may choose to request that the goods be replaced free of charge, through repair or replacement, through an appropriate price reduction or through the termination of the contract with full reimbursement of the price. As mentioned, these rights must be exercised within the maximum and non-extendable period of two (2) years from the delivery of the product, under penalty of expiration.

Parfois will proceed to repair, deliver a new product or refund, partially or totally, depending on your choice, as soon as possible and always within a maximum period of 30 (thirty) days.

In case of option to terminate the contract, with the concomitant return of the product, you will be refunded the amount paid as the price for the good, as well as the costs of delivery and, if applicable, the costs of return. The refund of the amount will be made for the same payment method that you used in the initial transaction, unless expressly requested otherwise by you.

Are excluded from the warranty effects or malfunctions resulting from improper use of the products purchased, non-compliance with the indications/instructions accompanying the products or from repairs carried out by unauthorized third parties.

However, the warranty on watches does not cover: (i) battery life, (ii) damage caused by water when the watch is not resistant to it, or when it is used beyond the intended depth, (iii) cracking and aging due to use (eg scratched glass, change in color and/or material of the strap and chain , aging/peeling of the coating, etc.), (iv) any damage to the watch caused by abnormal, abusive, careless and/or from negligence or accidents (eg broken glass, dents, blows, crushing); (v) misuse and/or disregard of the instructions provided by Parfois; (vi) tampering with the watch by unauthorized persons (eg battery replacement, servicing or repair) or (vii) any changes to its original condition beyond Parfois' control.

#### 11. PRODUCTS SOLD EXCLUSIVELY THROUGH THE WEBSITE

Products that are exclusively sold on the website, designated by "Online Exclusive" items and as such duly identified, either in the exercise of the right of free

termination or in the event of any defect or lack of conformity, can only be returned through of the following means:

To Parfois Address:

Parfois - Barata & Ramilo, S.A - A/C Online

Rua Do Sistelo, 755 - Lugar de Santegaos

1. 4435-429 Rio Tinto

Except for the case of Defective Products, identified in Section 10, the cost of returning the "Online Exclusive" items will be borne by the customer, it is estimated that this submission represents approximately 60PLN (sixty PLN).

## 12. VARIATIONS WHICH SHALL NOT BE CONSIDERED DEFECTS

The products that Parfois sells, especially those that are handmade, often have the characteristics of the natural materials used in their manufacture. These characteristics, such as variations in grain, texture, knots and colors, are not considered defects or lack of conformity. Rather, you should expect their presence. Such characteristics are unavoidable and should be accepted as part of the individual product appearance.

## 13. PRODUCTS WITH PRECIOUS METALS

All products with precious materials are presented in the "Silver 925" section of the website, separated from other articles of jewellery composed of common metal and other articles commercialized by Parfois.

You can consult the type of precious metal used, the respective touches, the weight of the metal, the type of gemmological metals used, after opening the image of the product you want, on the "Product Details" tab. The weight referred to in the description of each piece relates to the weight of only the metal used in the composition of the piece. Some pieces may still show weight variations.

All the articles in Silver 925 available on the website show the correct markings of warranty and responsibility. Without prejudice, some parts, due to the low weight of the metal, may be exempt from marking.

The buyer may, in case of doubt as to the authenticity of the trademarks, use, for



verification purposes, the services of the warranty offices.

The pieces can be viewed physically and inspected by the competent authorities for the purpose at the address Rua do Sistelo, 755 Lugar de Santegãos, 4435-429, Rio Tinto, Portugal.

#### 14. PROPERTY

All copyright, trademark and other intellectual property rights in the materials or content that are provided as part of the website are at any time owned by Parfois or the licensor, so you may only use such material in the manner expressly authorized.

This does not prevent you from using the website, to the extent necessary, to copy the information relating to your order or Contract data.

#### 15. CUSTOMER COMMUNICATIONS

The applicable law requires that the information or notifications sent are in writing. By using this website, you agree that the notifications sent by the Parfois are sent electronically.

For contractual purposes, you agree to use this electronic means of communication and acknowledge that all contracts, notices, information and other notices sent electronically satisfy the legal requirement that such notices are in writing. This condition will not affect the rights recognized by law.

In case of doubt about these Terms & Conditions, you can contact Parfois through the contact forms available on the website, as well as by calling 800 007 123 (free) or by email [contact@parfois.com](mailto:contact@parfois.com).

Customer service hours are Monday to Friday, between 10:00 AM and 7:00 PM.

#### 16. CAMPAIGNS

PERFECT FALL | 18.09.2018 - 22.09.2018

50% off on the second item. Discount applied on the item with the lowest price.

If the customer returns all the products from the order, except the one with discount, Parfois reserves the right not to refund the order until the product with

discount is also returned, or it will deduct the product price (price without discount) from the refund.

## 17. FORCE MAJEURE

Parfois will make every reasonable effort to fulfil its obligations.

However, it cannot be held liable for non-compliance or delay in complying with any of its obligations, which are due to events that are beyond its control ("Force Majeure").

By Force Majeure motives it is understood any unforeseeable and / or irresistible facts, act, event, happening, fault, omission or accident or any other outside the will and beyond our control, including, but not limited to, the following:

- a) General strike, or other forms of protest;
- b) State of siege or emergency, disturbance of public order, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war;
- c) Fire, explosion, storm, flood, earthquake, landslide, epidemic or any other natural disaster;
- d) The impossibility of using trains, boats, aircraft, motor transport or other means of transport, public or private;
- e) Impossibility to use public or private telecommunications systems;
- f) Decisions, decrees, laws, regulations or other normative instruments or decisions of any government or public authority.

Parfois' obligations derived from the Contracts shall be deemed to be suspended during the period in which the Force Majeure occurs, thereby benefiting Parfois from an extension of the time limit for fulfilling those obligations, for a period of time equal to the duration of the Force Majeure period.

Parfois will use all reasonable means to terminate the Force Majeure motives or to find a solution that will enable it to comply with its obligations under the Contract, despite Force Majeure motives.

## 18. LINKS FROM THE WEBSITE

Links to other websites and / or third-party materials referenced on the website are provided solely for the purpose of obtaining information, and Parfois does not have any control over the content of these websites or materials and therefore cannot be held responsible for any damages or losses resulting from the use thereof.

#### 19. APPLICABLE LAW

All matters relating to the application or interpretation of the present Terms & Conditions and any dispute resulting from the interpretation, validity or breach of contract between the parties shall be subject to the jurisdiction of the competent Portuguese courts.

To such disputes will be applicable, with express resignation to another, the Portuguese law.

#### 20. SETTLEMENT OF DISPUTES

In case you have been dissatisfied with the purchase of the product or with the service provided on the Parfois website, you may also, without prejudice to the right to submit the dispute to the appraisal and decision of a court to appeal to one of the alternative consumption dispute settlement entities.

The alternative European dispute settlement entities currently in existence are as follows: <https://webgate.ec.europa.eu/odr>

THIS VERSION WAS VALID UNTIL OCTOBER 5TH 2018

#### 1. PURPOSE

The present Terms & Conditions (together with the Privacy Policy and Cookie Policy) establish the conditions that determine the use of this website (<https://www.parfois.com>), and regulate the conditions of the product purchase process in it, being accessible at all times on the website.

Parfois invites you to carefully read the content of the Terms & Conditions, of the Privacy Policy and of the Cookie Policy before using the website.

To place an order on the website you must be at least 18 (eighteen) years old or, if you are a minor, have the authorization of your parents or legal representatives to

hire under legal terms. When you use this website, you declare that you fulfil these conditions.

The present Terms & Conditions may be changed at any time, and in this situation, we will post on the website an updated version and a warning to alert to the new version thereof. The use of the website as well as the realization of any order, after Parfois has published a new version of the Terms & Conditions, will be subject to the version of the Terms and Conditions in force, which must be expressly accepted prior to the submission of the order.

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- Barata & Ramilo, S.A., hereinafter identified on the website by the brand "Parfois"
- Headquarters: Rua do Sistelo, Lugar de Santegãos, 4435-452 Rio Tinto
- NCPI: 500590753 and registered at the Commercial Registry Office under the same number
- Tel: + 351 220900 800
- E-mail: [contact@parfois.com](mailto:contact@parfois.com)
- Website: <https://www.parfois.com>
- License no. P330046 of Goldsmithing Retailer without Establishment, issued by Contrastaria do Porto, Imprensa Nacional - Casa da Moeda.

By registering on the website, you must ensure that the mandatory information provided is correct and complete. We request that you inform Parfois of changes in your identification data, such as postal address, email address, and other contact details, by updating your personal information on the website without delay.

The website allows you to make a purchase through the "Buy as a Guest" feature not being necessary for this purpose to register. Either way you should ensure that the mandatory information provided is correct and complete. Only personal data strictly necessary to execute your request are requested, which will only be used for this purpose.

By using the website, you are bound not to make false or fraudulent orders, and Parfois may, if it considers that an order of this nature has been carried out,

proceed cancel it and inform the competent authorities.

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- Choose the product on the Parfois website;
- Add the product to the "Bag";
- Then, click on " Go to checkout ";
- You may proceed with the Purchase, as a Guest ("Checkout as Guest ") or by creating an account ("Create Account") or, if you already have an account, by logging in with your email address and password, or by accessing via Facebook or Google.

### (I) Checkout as Guest

- If you choose to "Buy as a Guest", you will have to complete a form available at <https://www.parfois.com/pl/pl/checkout/shipping/>, which should include the following information:
  - First and last name;
  - Address and district;
  - Phone number;
  - Email address;
  - Invoice address;
  - VAT number.

### (II) Create Account

- ☒ If you choose to register as a "Create Account", you will have to complete a form available at <https://www.parfois.com/pl/pl/register/>, which should include the following information:
  - ☒ First and last name;
  - ☒ Date of birth;
  - ☒ Email address;
  - ☒ Password;

Once you have filled out the form with all the above information, you must select

the Method of Delivery of the product, in accordance with the provisions of Point 6 below. You should then choose one of the Payment Methods available (see Section 5 below). Finally, you should click on "Continue to place order".

In order to "Continue to place order", you must first accept the present Terms & Conditions.

Once the order is finished, Parfois will send you an "Order Confirmation" email. This email is a mere automated proof, which means that we have received your order and in which is sent to you information about the number and date of the order, method of delivery and payment, delivery and invoice address, product price, shipping cost, product identification and its basic characteristics.

Always make sure to review your purchase before clicking "Continue to place order". Before clicking on "Continue to place order" you have the possibility to edit any information you entered, such as the shipping or invoice address, payment information, or to add, change or remove products in the "Bag".

You can always access your purchase history, which contains information on number, date and order status, product identification and its basic characteristics, respective price and shipping costs, payment method used, selected delivery method and invoice address on the Parfois website under "My Account".

The receipt of the purchase will be sent to you in paper format along with your order.

In case of difficulties with your order, you can always contact Parfois through Customer Service (+351 220900800).

### 3. PRODUCTS AVAILABILITY

All product orders will be subject to the availability thereof. In this sense, if there is any difficulty regarding the supply of products or if there are no products in stock, Parfois will inform you of the unavailability and will reimburse you the amount you may have paid, within a maximum period of 30 (thirty) days.

### 4. PRICES, SHIPPING COSTS AND PROMO CODES

The prices paid for the products you order are those displayed on this website, at

the time that the order is placed, including VAT at the legal rate of Parfois headquarters in force, but excluding shipping costs that will add to the value of the order placed.

Prices are displayed in the currency of the selected country based on the geographical location of your IP address.

However, you may, at any time, enter the website of Parfois another geographic location, by typing its address directly in the browser.

Please note that when changing the country, it is possible that prices and shipping costs change, and prices of the selected country will apply.

The shipping costs will be charged according to the values indicated on the website, calculated, namely, according to the selected shipping method.

You will always be informed, in a clear and concise way, prior to the completion of the order, about the total price of the product, which includes the price, all taxes and charges, additional transport costs, shipping costs or any other costs that may exist.

Parfois reserves the right to change the prices of products and shipping costs at any time, without affecting, however, the orders in respect of which the Order has already been completed.

Promotional codes are codes or words coded as "Discount Coupons" which, for example, may offer you discounts on certain products, in your entire order, or may represent the offer of shipping costs. Promotional codes only apply to purchases made on the Parfois website and can only be used in the country where the purchase was made.

In order to take advantage of promotional codes, you must make sure that you enter the code in the appropriate space when making the payment. If you do not apply the promotional code at that time, you will not be able to use the promotional code in that purchase, without prejudice to being able to use it in a subsequent order, subject of course to the conditions of use of each promotional code.

## 5. PAYMENT

Payments can be made through Visa, Mastercard, Maestro, Paypal or Dotpay.

All orders are processed in the local currency of the respective country of purchase. In the event that your bank account is in another currency, the exchange rate used for debiting your account will be automatically determined by the Bank / Paypal and not by Parfois.

- Visa, Mastercard, Maestro Cards

In order to reduce the risks of unauthorized access, your credit card data will be encrypted using Secure Socket Layer (SSL) protocol and verified by Digicert, as best explained in the Privacy Policy.

If payment is made using a credit card, a pre-authorization will be made to ensure that you have sufficient funds to complete the transaction.

After selecting the credit payment option, you must enter the necessary data of your credit card, namely the cardholder name, the type of credit card, the number, validity and security code of the card and, then click "Confirm Payment". The debit on the card will only be made at the time that the order exits the warehouse.

In case the payment is not authorized, no charge will be made, and you will receive a warning, by email, with the information that the payment was not made, requesting, if you wish to continue with the purchase, to identify another means of payment.

- Paypal, Dotpay

Payment by Paypal or Dotpay are safe methods.

In case the payment is made via Paypal or Dotpay the debit will be made after clicking on "Confirm Payment".

## 6. DELIVERY

All orders will be delivered to the address that you specified for delivery when you placed your order.

Orders will only be sent after confirming the availability of the stock and after the confirmation of the payment, being sent by Parfois partner companies, namely Chronopost who will handle the delivery of your order through the respective offices closest to your geographical location. You can find more information about these companies by consulting the following links: <https://www.chronopost.pt/en>.



Parfois has the following shipping methods:

- Store delivery (only in stores duly authorized and identified at <https://www.parfois.com/pl/pl/stores/> ): FREE
- Home Delivery up to 119PLN: 19PLN
- Home Delivery of 120PLN or more: FREE

When placing the order, we will ask you to choose the shipping method that you want. The final value of your order will always indicate clearly and precisely, the supported value of shipping costs.

If you wish to receive your order in an authorized store, you must collect it within a maximum period of 30 days from the receipt of the email / SMS informing about the availability of the order for pick up. If the order is not picked up at the selected store within that period, Parfois will collect it and refund the amount paid, less any costs incurred in sending the order, as well as expenses related to the storage of the products.

Parfois will use its best efforts to comply with the delivery of the order within 5-10 working days, from the day after receiving the payment of the product purchased, and within the delivery times of the carrier company.

Orders will be shipped only on working days.

If Parfois is unable to comply with the deadline for delivery of the order, it will inform you of this situation, granting you the option to continue with the purchase, establishing a new delivery date, or cancel the order, with full refund of amounts paid, within a maximum period of thirty (30) days from the date of knowledge of the unavailability.

## 7. IMPOSSIBILITY OF DELIVERY

If you are not at the place of delivery at the agreed time, the carrier will contact you by email or SMS.

Please note that in case of non-delivery of the product within the stipulated deadline, by any fact that it is attributable to you, Parfois will reimburse you for

the amount paid, with the exception of the costs incurred with sending the order, as well as any expenses for the storage and new delivery attempts.

#### 8. RIGHT OF FREE TERMINATION

If for any reason you want to return a product, you can do so freely, without any penalty and without justification, within thirty (30) days from the following day in which Parfois delivered the order to you directly or to a third party indicated by you, other than the carrier.

In order to exercise your right of free termination of the contract, you must notify Parfois of this intention by means of an unequivocal declaration of termination of the contract, and you may use one of the following contacts:

- Address:

Rua Do Sistelo, 755 - Lugar de Santegãos  
4435 - 429 Rio Tinto

- Tel.: + 351 220900800

- E-mail: [cancellation@parfois.com](mailto:cancellation@parfois.com);

- Termination form template available here .

If you choose to submit by electronic means the free termination form template or any other unequivocal statement of the termination through the website or by email or telephone, Parfois will send you, without delay and within a maximum of 24 hours, on a durable medium (eg by email) a notice of receipt of the contract termination statement.

The return of the order can be done:

☒ At Parfois stores authorized to accept returns, duly identified on the website <https://www.parfois.com/pl/pl/returns-and-exchanges/>; or

☒ To Parfois Address:

Parfois - Barata & Ramilo, S.A - A/C Online  
Rua Do Sistelo, 755 - Lugar de Santegaos  
4435 - 429 Rio Tinto

In any case, the return of the order must be made within a maximum period of 14

(fourteen) days from the date on which you notified Parfois of its decision to terminate the contract.

Shipping costs are the customer's responsibility, it is estimated that this submission represents approximately 60PLN (sixty PLN).

As for the articles "Online Exclusives" please revert to section 11 below.

You must keep and present the receipt of purchase when you return it, keep the product so that it can be returned in the proper conditions of use, not exceeding the handling that is usually admitted in a commercial establishment, intact, labelled and in the original packaging.

Parfois will refund the amount of the returned product without undue delay and within a maximum period of 14 (fourteen) days from the date Parfois was informed of your decision to terminate the contract, without prejudice to the right of Parfois to withhold reimbursement until it has received the returned goods, or until you prove the return thereof, whichever occurs first.

Parfois makes the reimbursements using the same means of payment that used in the initial transaction, but can, if it so wishes, opt for reimbursement through the attribution of gift cards.

## 9. EXCHANGES

You can only exchange a product with the same reference, in person at Parfois stores duly identified on the website <https://www.parfois.com/pl/pl/returns-andexchanges/> for making exchanges. Product exchanges must be made within 30

(thirty) days from the following day in which Parfois delivered the product to you directly or to a third party indicated by you.

You must keep and present the receipt of the purchase when you exchange the product and keep the product so that it can be returned in proper conditions of use, still containing the label, not exceeding the handling that is usually allowed in a commercial establishment, intact and in its original packaging.

## 10. RETURNS OF DEFECTIVE PRODUCTS

Parfois ensures the guarantee of conformity for goods purchased on the website.

For this, it is necessary that the nonconformity of the product acquired exists at the moment of delivery and manifests itself within a maximum period of two (2) years from the delivery of the product ("Guarantee").

Therefore, in case of finding a lack of conformity of the product purchased with the contract, you should, within a maximum and non-extendable period of two (2) months from the date of detection of the lack of conformity, contact Parfois, providing the order number, the product details and identifying the nonconformity in question, for the following contacts:

- Tel: + 351 220900800 ; or

E-Mail: [contact@parfois.com](mailto:contact@parfois.com)

The delivery of the product for the purpose of return can be done:

☒ At Parfois stores authorized to accept returns duly identified on the website <https://www.parfois.com/pl/pl/returns-and-exchanges/>;

☒ To Parfois Address:

Parfois - Barata & Ramilo, S.A - A/C Online

Rua Do Sistelo, 755 - Lugar de Santegãos

4435-429 Rio Tinto

If, after examining the product, Parfois verifies that there is a defect or lack of conformity of the purchased product, the customer may choose to request that the goods be replaced free of charge, through repair or replacement, through an appropriate price reduction or through the termination of the contract with full reimbursement of the price. As mentioned, these rights must be exercised within the maximum and non-extendable period of two (2) years from the delivery of the product, under penalty of expiration.

Parfois will proceed to repair, deliver a new product or refund, partially or totally, depending on your choice, as soon as possible and always within a maximum period of 30 (thirty) days.

In case of option to terminate the contract, with the concomitant return of the product, you will be refunded the amount paid as the price for the good, as well as

the costs of delivery and, if applicable, the costs of return. The refund of the amount will be made for the same payment method that you used in the initial transaction, unless expressly requested otherwise by you.

Are excluded from the warranty effects or malfunctions resulting from improper use of the products purchased, non-compliance with the indications/instructions accompanying the products or from repairs carried out by unauthorized third parties.

However, the warranty on watches does not cover: (i) battery life, (ii) damage caused by water when the watch is not resistant to it, or when it is used beyond the intended depth, (iii) cracking and aging due to use (eg scratched glass, change in color and/or material of the strap and chain , aging/peeling of the coating, etc.), (iv) any damage to the watch caused by abnormal, abusive, careless and/or from negligence or accidents (eg broken glass, dents, blows, crushing); (v) misuse and/or disregard of the instructions provided by Parfois; (vi) tampering with the watch by unauthorized persons (eg battery replacement, servicing or repair) or (vii) any changes to its original condition beyond Parfois' control.

#### 11. PRODUCTS SOLD EXCLUSIVELY THROUGH THE WEBSITE

Products that are exclusively sold on the website, designated by "Online Exclusive" items and as such duly identified, either in the exercise of the right of free termination or in the event of any defect or lack of conformity, can only be returned through of the following means:

To Parfois Address:

Parfois - Barata & Ramilo, S.A - A/C Online

Rua Do Sistelo, 755 - Lugar de Santegaos

1. 4435-429 Rio Tinto

Except for the case of Defective Products, identified in Section 10, the cost of returning the "Online Exclusive" items will be borne by the customer, it is estimated that this submission represents approximately 60PLN (sixty PLN).

#### 12. VARIATIONS WHICH SHALL NOT BE CONSIDERED DEFECTS

The products that Parfois sells, especially those that are handmade, often have the characteristics of the natural materials used in their manufacture. These characteristics, such as variations in grain, texture, knots and colors, are not considered defects or lack of conformity. Rather, you should expect their presence. Such characteristics are unavoidable and should be accepted as part of the individual product appearance.

### 13. PROPERTY

All copyright, trademark and other intellectual property rights in the materials or content that are provided as part of the website are at any time owned by Parfois or the licensor, so you may only use such material in the manner expressly authorized.

This does not prevent you from using the website, to the extent necessary, to copy the information relating to your order or Contract data.

### 14. CUSTOMER COMMUNICATIONS

The applicable law requires that the information or notifications sent are in writing. By using this website, you agree that the notifications sent by the Parfois are sent electronically.

For contractual purposes, you agree to use this electronic means of communication and acknowledge that all contracts, notices, information and other notices sent electronically satisfy the legal requirement that such notices are in writing. This condition will not affect the rights recognized by law.

In case of doubt about these Terms & Conditions, you can contact Parfois through the contact forms available on the website, as well as by calling 800 007 123 (free) or by email [contact@parfois.com](mailto:contact@parfois.com).

Customer service hours are Monday to Friday, between 10:00 AM and 7:00 PM.

### 15. CAMPAIGNS

PERFECT FALL | 18.09.2018 - 22.09.2018

50% off on the second item. Discount applied on the item with the lowest price.

If the customer returns all the products from the order, except the one with discount, Parfois reserves the right not to refund the order until the product with discount is also returned, or it will deduct the product price (price without discount) from the refund.

## 16. FORCE MAJEURE

Parfois will make every reasonable effort to fulfil its obligations.

However, it cannot be held liable for non-compliance or delay in complying with any of its obligations, which are due to events that are beyond its control ("Force Majeure").

By Force Majeure motives it is understood any unforeseeable and / or irresistible facts, act, event, happening, fault, omission or accident or any other outside the will and beyond our control, including, but not limited to, the following:

- a) General strike, or other forms of protest;
- b) State of siege or emergency, disturbance of public order, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war;
- c) Fire, explosion, storm, flood, earthquake, landslide, epidemic or any other natural disaster;
- d) The impossibility of using trains, boats, aircraft, motor transport or other means of transport, public or private;
- e) Impossibility to use public or private telecommunications systems;
- f) Decisions, decrees, laws, regulations or other normative instruments or decisions of any government or public authority.

Parfois' obligations derived from the Contracts shall be deemed to be suspended during the period in which the Force Majeure occurs, thereby benefiting Parfois from an extension of the time limit for fulfilling those obligations, for a period of time equal to the duration of the Force Majeure period.

Parfois will use all reasonable means to terminate the Force Majeure motives or to find a solution that will enable it to comply with its obligations under the Contract,

despite Force Majeure motives.

#### 17. LINKS FROM THE WEBSITE

Links to other websites and / or third-party materials referenced on the website are provided solely for the purpose of obtaining information, and Parfois does not have any control over the content of these websites or materials and therefore cannot be held responsible for any damages or losses resulting from the use thereof.

#### 18. APPLICABLE LAW

All matters relating to the application or interpretation of the present Terms & Conditions and any dispute resulting from the interpretation, validity or breach of contract between the parties shall be subject to the jurisdiction of the competent Portuguese courts.

To such disputes will be applicable, with express resignation to another, the Portuguese law.

#### 19. SETTLEMENT OF DISPUTES

In case you have been dissatisfied with the purchase of the product or with the service provided on the Parfois website, you may also, without prejudice to the right to submit the dispute to the appraisal and decision of a court to appeal to one of the alternative consumption dispute settlement entities.

The alternative European dispute settlement entities currently in existence are as follows: <https://webgate.ec.europa.eu/odr>