

Terms and conditions

General Terms and Conditions of Internet shop HYALOO SP Z O. O.

These General Terms and Conditions (hereinafter: General Terms and Conditions) regulate the contractual relationship between HYALOO SP Z O. O., based in Poznań (Poland), (hereinafter: "HYALOO" or "Seller") and its customers.

- 1 Scope

1.1 These General Terms and Conditions of HYALOO SP Z O. O., with its registered office in Poznań, Cicha Street 16, 61-710 Poznań (Poland), registered in the Entrepreneur Register - National Court Register, maintained by the Poznań District Court - Nowe Miasto and Wilda in Poznań, VIII Economic Department, Polish Court Register No : 0000532957, with a share capital of PLN 5,100.00, tax identification number: PL7831717224, apply to all contracts for the supply of goods that a consumer or entrepreneur (hereinafter "Customer") concludes with the Seller regarding the terms and conditions agreed by the Seller in his the goods presented in the online shop. The inclusion of the customer's own terms and conditions is hereby objected to, unless otherwise agreed.

1.2 A consumer is any natural person who concludes a legal transaction for purposes that cannot primarily be attributed to their commercial or independent professional activity.

1.3 An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.

1.4 These general terms and conditions also apply to future business relationships with entrepreneurs without having to be referred to again. If a company uses contradictory or supplementary general terms and conditions, their validity is hereby rejected; They only become part of the contract if HYALOO has expressly agreed to them.

1.5 The General Terms and Conditions are available to download or can be printed out. Any regulations that deviate from these conditions only apply if they have been confirmed by HYALOO.

- 2 Customer account

2.1 To create a customer account, the customer must fill out the registration form and provide the necessary data and information about the account. When completing the registration form, the customer has the opportunity to read and accept the general terms and conditions, including the downloaded form.

2.2 The customer has the option of shopping in the online shop www.hyaloo.de without creating a customer account (so-called "shopping without registration").

2.3 To create a customer account, the customer declares that he has read the General Terms and Conditions and accepts its provisions by ticking the corresponding box in the registration form. The customer can also view the General Terms and Conditions at any time at hyaloo.de or by clicking on the "Terms and Conditions" tab on the website www.hyaloo.de, print them out and receive them electronically upon request from the seller at any time at no additional cost.

2.4 When completing the registration form, the customer can voluntarily consent to the processing of his email address for marketing purposes by ticking the appropriate box in the registration form. In this case, the Seller expressly informs about the purpose of collecting

the Customer's personal data and about the known or expected recipients of this data. In this case, the seller fulfills the obligation to provide information about the purpose and scope of the processing of the customer's personal data.

2.5 The Customer's consent to the processing of his email address for marketing purposes is voluntary and optional and does not constitute a condition for entering into a contract with the Seller for the electronic provision of the service of maintaining a customer account.

The consent can be withdrawn at any time through an appropriate declaration to the seller can be revoked. The declaration can be sent, for example, to the seller's email address by email to info@hyaloo.de.

2.6 After sending the completed registration form, the customer will immediately receive an activation link by email to the email address specified in the registration form. By clicking on this link, a contract for the electronic provision of the customer account service is concluded, and the customer is given the opportunity to access the customer account and make changes/additions to his data.

2.7 A customer who is a consumer has the right to revoke the contract for the creation of a customer account without giving reasons within 14 days of its conclusion.

2.8 The Customer who has created a Customer Account may terminate the contract for the provision of Services electronically by sending a corresponding declaration of intent to the Seller using any means of remote communication that allows the Seller to read such declaration.

2.9 The customer undertakes to fill out the registration form with due care, in particular to provide complete and truthful information.

2.10 The seller is not liable for incorrect completion of the registration form by the customer and for any resulting damage.

- 3 Conclusion of the contract

3.1 The subject of the contract is the sale of goods.

3.2 If the customer orders the goods via the website www.hyaloo.de, the following provisions apply:

3.3 The customer can purchase goods on the website www.hyaloo.de 7 days a week, 24 hours a day after logging into a customer account or without creating a customer account, after the customer has provided the data required to complete the order.

3.4 The presentation of the products and prices in our online shop does not constitute a legally binding offer, but rather an invitation to place an order. By ordering the desired goods via the Internet, the customer is making a binding offer to conclude a purchase contract with the HYALOO online shop. When ordering via the online shop, the customer makes a binding offer to conclude a purchase contract for the product in question as soon as the customer has entered all the required information and clicked "Buy now" in the last step.

3.4 The presentation of the products and prices in our online shop does not constitute a legally binding offer, but rather an invitation to place an order. By ordering the desired goods via the Internet, the customer is making a binding offer to conclude a purchase contract with the HYALOO online shop. When ordering via the online shop, the customer makes a binding offer to conclude a purchase contract for the product in question as soon as the customer has entered all the required information and clicked "Buy now" in the last step.

3.5 The order placed by the customer is concluded when it contains the names and characteristics of the ordered products, the customer data (in the case of a natural person - first and last name, in the case of a legal person or organizational unit without legal personality - the name of such a unit) as well as Address, telephone number, payment method, delivery method and (if applicable) the data required to issue a VAT invoice.

3.6 The customer can submit the offer using the online order form integrated into the seller's online shop. The customer selects the product they want to purchase and clicks on the "Add to Cart" box. The customer adds additional products by clicking the "Continue shopping" box. The customer enters the shipping details (delivery address) and selects the payment method. The customer provides the address details for shipping and (optionally) the data required to issue a VAT invoice.

3.7 After checking the data entered and accepting the General Terms and Conditions, the Customer completes the purchase in the "Summary" section by clicking on "Confirm purchase". After placing the selected goods in the virtual shopping cart and going through the electronic ordering process, the customer submits a legally binding contractual offer with regard to the goods contained in the shopping cart by clicking on the field that concludes the ordering process.

3.8 The system then generates an automatic message which constitutes an order confirmation; the order confirmation is also sent electronically to the email address provided by the customer when registering his account.

3.9 The purchase contract between the seller and the customer is concluded when the seller's system creates an order confirmation.

3.10 The Customer who provides the data necessary for the execution of the order must exercise the necessary care and in particular provide complete and truthful data to enable the Seller to fulfill its obligations under the contract.

3.11 For customers who do not have a customer account (so-called "purchases without registration"), this customer can voluntarily consent to the processing of the email address for marketing purposes during the ordering process by ticking the relevant field in the registration form. In such a case, the Seller will clearly inform the purpose of collecting the Customer's personal data and the known or expected recipients of this data. In this case, the seller fulfills the obligation to provide information about the purpose and scope of the processing of the customer's personal data.

3.12 The Customer's consent to the processing of his email address for marketing purposes is voluntary and optional and does not constitute a condition for the possibility of purchasing. The consent can be revoked at any time by making a corresponding declaration by the Customer to the Seller. The declaration can be sent to the seller, for example, by email to the following address: info@hyaloo.de.

3.13 An order waits 5 working days for payment. After this period has expired, the order will be automatically canceled, of which the customer will be informed in an email. Canceling an order does not deprive the customer of the opportunity to make another purchase at www.hyaloo.de.

3.14 The processing time for the order of Products is up to 10 working days from the date of crediting the amount deposited by the Customer to the HAYLOO bank account, subject to the situation that the Product is out of stock. In such a case, the customer will be informed immediately about the lead time.

3.15 Orders for products can also be placed by the customer by telephone on +49 3052014470, from 8:00 a.m. to 4:00 p.m., or by email at info@hyaloo.de.

3.16 The seller reserves the right not to accept a corresponding contract offer and to refuse delivery if goods are ordered in a quantity greater than usual in the trade.

- 4 Prices and payment conditions

4.1 Prices in our online shop are in euros including sales tax, plus.

Delivery and shipping costs as well as other additional services, unless expressly agreed otherwise.

4.2 Invoice amounts are due for payment immediately and must be paid without any deductions.

4.3 The customer is not entitled to offset. The ban on offsetting does not apply if the seller's counterclaims are not disputed, legally established, or ready for decision, or if they are counterclaims that are reciprocal to the payment claims of the HYALOO online shop. The customer is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

4.4 Payment for the goods is made via an external payment system PayU, operated by PayU S.A., Grunwaldzka Street 186 60-166 Poznań (in this case, the execution of the order begins after the Seller has sent the Customer confirmation of order acceptance and after the Seller has received information about the payment made by the Customer from the PayU system. The execution of payment transactions via PayU.pl is subject to the rules described in the General Terms and Conditions available at http://payu.pl/system/files_force/REGULAMIN_USLUGI_PLATNOSCI_ELEKTRONICZNYCH.pdf?download=1 are available.

4.5 PayPal - If you own a company, you can also pay via service PayPal on our website.

4.6 The online payment service provider for payment via instant transfer is Autopay S.A.

- 5 Tax aspects

5.1 The prices stated for the goods are gross prices and generally include - subject to the following provisions - the VAT applicable in Germany.

5.2 For customers who have their registered office or residence in the territory of an EU member state (except Poland) and have a valid EU VAT number, sales are net prices.

5.3 For customers from abroad who are based in an EU member state and do not use a valid EU VAT number, the sale takes into account the VAT rates applicable to the respective goods in the country to which the goods are to be delivered.

5.4 If the Customer is based outside the European Union but the Goods are to be dispatched to an address in the European Union specified by the Customer, the sale will take into account the VAT rates applicable to specific Goods in the country to which delivery is made of the goods will take place.

5.5 If the customer is based outside the European Union and the goods are also to be sent to the address specified by the customer outside the European Union, sales will take place at net prices, i.e. without VAT.

5.6 In all other cases not described above, in which the order is to be delivered by the seller to an address outside Germany and/or the European Union, in particular to a third country, the seller reserves the right to change the prices for to change the goods and the delivery costs, which depend, among other things, on the number and type of goods ordered as well as on the price list of the selected courier service for shipping to the country from which the order comes. For this purpose, the customer contacts the seller individually to determine the total cost of the order and its conditions. Such an order can only be carried out once the seller has received a clear assumption of costs from the customer.

- 6 Delivery

6.1 The goods advertised in the HYALOO online shop are usually provided with an availability information. If a product is advertised without any specific indication of availability, it is deemed to be available immediately. If a product is only marked with the note "not in stock" without specifying the delivery time, it is not available for delivery.

6.2 Delivery in Germany takes place via UPS.

6.3 The seller informs the customer by email about the dispatch of the ordered products.

6.4 Products with different delivery times will be dispatched after the entire order has been completed.

6.5 If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods passes to the customer upon handover to the appointed logistics partner.

6.6 The customer must ensure that the delivery of the goods can take place without any difficulties. If the customer does not collect the goods from the courier on the first attempt, further attempts will be made on subsequent days. If UPS is unsuccessful this time too, the goods will be returned to HAYLOO. Returning the goods to HAYLOO is considered withdrawal from the purchase. In this case, the contract is considered not concluded and the customer bears the costs of the return.

- 7 Transport damage

7.1 If goods are delivered with obvious damage to the packaging or contents, the consumer must, without prejudice to his warranty rights, notify HYALOO of this by email no later than two weeks after receipt of the goods so that HYALOO can make claims for transport damage against the logistics company that commissioned them with the transport can claim.

7.2 For entrepreneurs, the risk of accidental loss and accidental deterioration passes to the entrepreneur as soon as HYALOO has delivered the goods to the freight forwarder, the freight carrier or the person or institution otherwise designated to carry out the shipment. Merchants are obliged to check and report defects. If the entrepreneur fails to provide proper notification, the goods are deemed to have been approved unless the defect was not apparent during the inspection. This does not apply if HYALOO has fraudulently concealed the defect.

In case of complaints, please send the packages to: Hyaloo, ul. Chartowo 5, 61-245 Poznań

Please send returns to: ul. św. Michała 100, 61-005 Poznań, Hall H12

- 8 Intellectual property rights

8.1 HYALOO reserves the exclusive intellectual property rights to the websites of the HYALOO online shop, including their design and content, in particular all documents and elements. The content of the HYALOO website and online shop may not be reproduced, distributed or publicly reproduced without prior express permission. Reproduction or other use of the published documents is only permitted for informational purposes or for personal use. Any other reproduction or use is expressly prohibited.

- 9 Retention of title

9.1 For consumers, the seller reserves ownership of the goods until the purchase price has been paid in full. For entrepreneurs, the seller reserves ownership of the goods until all claims from an ongoing business relationship have been settled in full.

9.2 If the customer acts in breach of contract, in particular if payment is delayed, if the customer provides false information about his creditworthiness or if an application for insolvency proceedings is filed, the seller is entitled - after setting a deadline - to withdraw from the contract and demand the return of the goods if the customer has not yet paid the consideration or has not paid it in full.

9.3 The entrepreneur is entitled to resell the goods in the ordinary course of business.

He hereby assigns to the seller all claims in the amount of the invoice that he has against a third party as a result of the resale. The seller accepts the assignment. After the assignment, the entrepreneur is authorized to collect the claim. The seller reserves the right to collect the claim himself as soon as the entrepreneur does not properly meet his payment obligations and falls into arrears.

- 10 Warranty

10.1 The statutory liability rights for defects apply.

10.2 The customer, who is a consumer, is obliged to check the goods for completeness, visible defects and transport damage immediately after delivery and to report any complaints to HYALOO and the carrier as soon as possible. If the consumer fails to comply with this obligation, the statutory warranty claims remain unaffected.

10.3 The following regulations apply to entrepreneurs, deviating from the above warranty provisions:

1. In principle, only the specification and product description of the manufacturer provided by the consumer are deemed to be agreed as the quality of the goods, but not other advertising, public praise and manufacturer information.
2. In the event of defects, the warranty is provided at HAYLOO's discretion by repair or replacement. If the repair fails, the entrepreneur can demand a reduction in price or withdraw from the contract at his discretion. The elimination of defects is deemed to have failed after a second unsuccessful attempt, unless something else arises from the nature of the item or the defect or the other circumstances. In the event of repairs, HAYLOO is not obliged to bear the additional costs incurred by transporting the goods to a location other than the place of performance, provided that the transport does not correspond to the intended use of the goods.
3. The warranty period is one year from delivery of the goods. The shortening of the period does not apply:

- for damages attributable to HAYLOO caused by negligence resulting from injury to life, body or health and for other damages caused intentionally or through gross negligence;
- if HAYLOO has fraudulently concealed the defect or has given a guarantee for the quality of the item;
- for items that have been used for a building in accordance with their usual use and have caused its defectiveness;
- for statutory recourse claims that the customer has against HAYLOO in connection with rights to defects.

10.4 The statutory warranty regulations apply to the goods delivered. The warranty is based on the statutory provisions and the following regulations.

10.5 If the customer is a consumer, the warranty period for used items is one year from delivery of the item.

10.6 The costs for return in the event of a defect are to be borne by HAYLOO.

10.7 Damage caused by improper or contractually-contravening measures by the customer during installation, use or storage does not constitute grounds for a claim against HAYLOO and the online shop. If it is a hygiene item, it cannot be returned or sent back due to contamination.

- 11 Data protection

11.1 The HAYLOO online shop complies with the statutory provisions for all data processing operations (e.g. collection, processing and transmission). HAYLOO stores the personal data transmitted by the customer in electronic form. The HAYLOO online shop is entitled to transmit the data required for contract processing to the third parties involved in the contract processing.

11.2 The orders placed by the customer are stored in the HAYLOO online shop. If the customer loses the documents relating to their orders, they can contact HAYLOO by email or telephone.

11.3 Further information on the type, scope, location and purpose of the collection, processing and use of the personal data required to execute orders can be found in the HAYLOO online shop's privacy policy.

- 12 Right of withdrawal

12.1 The customer has the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which the customer or a third party designated by him, who is not the carrier, has taken possession of the goods, provided that the customer has ordered one or more goods as part of a single order and the goods or goods are delivered as a single item. If the customer has ordered several goods as part of a single order and the goods are delivered separately, the withdrawal period only begins when the customer or a third party designated by him, who is not the carrier, has taken possession of the last goods or the last partial shipment or the last item.

12.2 To exercise the right of withdrawal, the customer must inform

ul.Cicha 16, 61-710 Poznań (Poland)

of his decision to withdraw from this contract by means of an unambiguous statement (e.g. a letter sent by post, fax or e-mail). The customer can use the attached model withdrawal form for this purpose, but this is not mandatory.

12.3 To meet the withdrawal period, it is sufficient for the Customer to send the notification of exercising the right of withdrawal before the withdrawal period has expired.

12.4 If the Customer withdraws from this contract, the Seller shall refund to the Customer all payments received from the Customer, including delivery costs, promptly and no later than fourteen days from the day on which the Seller received the notification of withdrawal from this contract. For this return, HAYLOO will use the same means of payment that was used for the original transaction, unless expressly agreed otherwise with the Customer. In no case will the Customer be charged any costs for this return.

In the event of complaints, please send the packages to: Hyaloo, ul. Chartowo 5, 61-245 Poznań

Please send returns to: ul. św. Michała 100, 61-005 Poznań, Hall H12

12.5 HYALOO may refuse to refund until HYALOO has received the goods back or until the customer has provided proof that he has returned the goods, whichever is earlier.

12.6 The goods must be returned or handed over to the above address immediately and in any event no later than fourteen days from the date on which the customer notified HAYLOO of the cancellation of this contract. This deadline is met if the customer sends the goods before the expiry of the fourteen-day period. HAYLOO will bear the costs of returning the goods.

12.7 The loss of value of the goods must only be replaced if this loss of value is due to handling of the goods which is not necessary to check their quality, properties and functioning.

- 13 Liability

13.1 The seller and its legal representatives and vicarious agents are only liable for damages other than those resulting from injury to life, body and health if these damages are based on intentional or grossly negligent actions or on culpable violation of an essential contractual obligation by the seller or vicarious agents. An essential contractual obligation is an obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely. Further liability for damages is excluded. Claims arising from the guarantee given by HYALOO for the quality of the goods and from the Product Liability Act remain unaffected. In the event of a breach of essential contractual obligations, HYALOO is only liable for the damage typical for the contract, foreseeable, if this was caused by negligence, unless it is a claim for damages arising from injury to life, body or health.

13.2 Damages due to a breach of an obligation arising from the contractual relationship must be paid under the statutory requirements. The same applies to claims for damages based on

the Product Liability Act. All instructions on the packaging and inserts must be observed. No liability is accepted for any use and/or handling that deviates from these instructions.

13.3 If the product that the customer has purchased is used or used by third parties and is thereby contaminated, the buyer is liable for consequential damages and other damages. The HYALOO online shop assumes no liability in the above-mentioned circumstances.

- 14 Applicable law and place of jurisdiction

14.1 German law applies. For consumers, this choice of law only applies if it does not deprive them of the protection granted by mandatory provisions of the law of the state in which the consumer is habitually resident (favorability principle).

14.2 The provisions of the UN Convention on Contracts for the International Sale of Goods apply.

14.3 The place of performance for all services arising from the business relationship with HYALOO and the place of jurisdiction is the registered office of HYALOO, provided that customers are not consumers but merchants, legal entities under public law or special funds under public law. The same applies if the customer does not have a general place of jurisdiction in Germany or the EU or if the place of residence or habitual residence is not known at the time the action is brought.

The right to also appeal to a court at another legal place of jurisdiction remains unaffected.

- 15 Alternative dispute resolution

15.1 The EU Commission has provided a platform for out-of-court dispute resolution. This gives consumers the opportunity to resolve disputes in connection with their online order without initially involving a court. The dispute resolution platform can be accessed via the external link <http://ec.europa.eu/consumers/odr/>.

15.2 HYALOO will endeavor to settle any differences of opinion arising from the contract amicably. Furthermore, HYALOO is not obliged to participate in an arbitration procedure and unfortunately cannot offer participation in such a procedure.

- 16 Severability clause

16.1 If a provision of this contract is or becomes invalid, the validity of the contract will otherwise not be affected. The invalid provision will be replaced by the respective statutory provision. The same applies in the event of a regulatory gap.

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