

GENERAL TERMS AND CONDITIONS OF THE WEBSITE

I. CONCEPTS

1. **Administrator** – PC PERLA COMMERCE LTD
2. **Mailing address** - PC PERLA COMMERCE LTD,
3. **Order form** - a form published by the Administrator on the Website, which allows the User to place an order on the Website;
4. **Consumer** - the User who orders the Products for a purpose that is not directly related to his economic or professional activity;
5. **Order Confirmation** - an e-mail message that the Seller sends to the User after placing an order on the Website, to the e-mail address provided by the User when placing the Order;
6. **Products** - Products presented by the Sellers on the Website, which are the subject of the Sales Agreement, especially chattels, services, vouchers;
7. **Offer** - the presentation of the Product, which includes the terms of sale of the Product, especially the price and the product description, which can be accessed using and with the help of the functions available on the Website;
8. **Regulations** - these Regulations;
9. **Website** – the Internet portal of the Administrator;
10. **Seller** - a third, entrepreneurial party whose Products are presented on the Website and which authorizes the Administrator to present the Products on the Website.
11. **ICT system** - a set of interoperable IT devices and software, which, in accordance with the legislation on telecommunications activities, ensure the processing and storage of data, as well as the sending and receiving of data via telecommunications networks, with terminal equipment suitable for the given type of network;
12. **Electronic service provision/Electronic services** - the provision of the Service to the User, which is carried out at the User's individual request, without the simultaneous presence of the parties, by sending and receiving data through ICT systems, while the data is transmitted over public networks in accordance with the provisions on telecommunications activities is done through;
13. **Sales contract** - a contract according to which the Seller undertakes to hand over the Product and its ownership to the User, and the User undertakes to receive the Product and pay the purchase price to the Seller remotely, i.e. within the framework of a contract system concluded remotely, by the User as a result of the Order placed through the Administrator's Website, without the simultaneous physical presence of the Seller and the User, until the conclusion of the contract, by means of the use of one or more exclusively telecommunication devices (via the website, by telephone);
14. **Services** - services covered by these Regulations, in particular ensuring the User's access to the Website, presenting the Products, making the Order Form available;
15. **User / Customer** - a natural person of full legal age using the Website, or a minor or limited legal person using the Website with the consent of the legal representative, who wishes to order Products through the Website;
16. **Order** - the User's declaration of intent to conclude a distance sales contract directly with the Seller, submitted via the Order Form on the Website, indicating the type and quantity of the Products;
17. **Set** - a promotional set of several Products offered by the Seller in different configurations. Due to the sale in stock, one or more Products are available at a discounted price.

II. GENERAL PROVISIONS

1. The Website contains information about the Products presented by the Sellers.

2. The Regulations define the rules for Users using the Website, the conditions for concluding and fulfilling the contract for Products concluded between Sellers and Customers, the technical requirements for cooperation with IT Systems related to the Services, and the complaint handling procedure.
3. The Administrator is not a party to the Sales Agreement between the Buyer and the Seller. The Administrator acts only as an advertiser of the Seller whose Products are presented on the Website.
4. By starting to use the Services, you are deemed to have read, understood and fully accepted the terms and conditions.
5. By placing an order on the Website, the User ensures that he is able to enter into a legally binding contract, and that he has familiarized himself with these Regulations and the Data Management Information.
6. The Administrator provides the following electronic services via the Website:
 - a. Provides an order form,
 - b. provides marketing content and conducts commercial communications.
7. Minimum technical requirements for cooperation with the Infocommunication System used by the Administrator:
 - a. a computer with internet access,
 - b. access to an electronic mailbox,
 - c. recommended monitor resolution: 1024x768 pixels,
 - d. web browser: Internet Explorer version 7.0 or higher with enabled JavaScript and cookies; Mozilla Firefox version 3.0 or higher with enabled JavaScript and cookies; or Google Chrome version 8 or later.
8. The Website Administrator is not obliged to provide the above tools and/or software.
9. Starting to use the Services corresponds to the following:
 - a. the User has familiarized himself with the rules for the use of cookies used by the Administrator on the Website, their storage purposes, as well as the rules for the use of data related to the use of cookies, which are set out in Article XI of the Regulations. point contains;
 - b. consent to the use of cookies by the Service Manager.
10. The User is obliged to enter the data relating to the Users in accordance with the reality in the ICT system of the Website.

III. CONTRACT OF SALE

1. The data on the Website constitute an invitation to bid for Users.
2. By placing the order, the User makes an offer to the Seller to conclude the sales contract.
3. To enter into a contract for the sale of the Product, you must access the Website's website, select the product, and place an Order using the Order Form based on the messages and information displayed to the User.
4. When placing the Order, the following information must be provided: surname and first name, address (street, house number, settlement, postal code), telephone number, e-mail address, Product, the place of delivery of the Product.
5. When placing the Order - until the moment the Order is placed - the User has the opportunity to modify the data entered. For this, the User must follow the messages displayed to him and the information available on the Website.
6. The Order is placed by clicking on the " **Click here to order** " field on the **Order Form**.
7. Cancellation/termination of the Order by the User is only possible until the Seller starts processing the Order. The User can request information from the Seller about the time of order fulfillment. The provision does not exclude the right to withdraw from the contract, which is provided for in Regulation VI. is detailed in point
8. After placing the Order, the User receives an e-mail from the Seller confirming the acceptance of the Order (Order Confirmation).
9. The Seller receives information about the Products ordered by the User and the User data provided at the time of the Order within the framework of the Website's services.
10. Orders are executed within the deadline specified by the Seller in the Offer.
11. The sales contract enters into force at the prices that were valid when the User's offer was submitted, and which were subsequently accepted by the

- Seller. The prices of the products are given in the selected currency.
12. The Seller provides information on the Website about the costs related to the delivery of the products and the chosen payment method.
 13. The Seller can give a discount on the total shipping cost of the Product. The Seller provides notice of this in a clearly visible place on the Website.
 14. The Seller has the right to organize promotions, subject to conditions that are specified each time in connection with the given promotion. The seller reserves the right to cancel or renew the discount at any time.
 15. The Seller may refuse to accept the Order in the following cases:
 - a. in the case of cash on delivery packages - if the order was placed by a person who did not receive the product addressed to him before, or by using false data or a postal address;
 - b. in any case - if there is a well-founded suspicion on the part of the Seller that the order was made to harm the interests of the Seller (e.g. an order placed by a competitor).
 16. The Seller immediately provides information on the rejection of the Order and refunds the price paid. The price will be refunded within 3 days from the rejection of the Order.
 17. The Seller is solely responsible for the fulfillment of the Purchase Agreement, including:
 - a. the release of things purchased by the User,
 - a. the fulfillment of the provision of the Services ordered by the User,
 - b. the exercise of other rights arising from the concluded contract and serving the benefit of the User,
in accordance with the performance conditions of the Contract described in the Offer.
 18. The Administrator does not guarantee the completeness, usefulness or legality of the Partner's Offer. The Administrator assumes no responsibility for the quality, safety, usability or other characteristics of the Products included in the Seller's Offer.

ARC. PAYMENT

1. Payment for the purchased Product can be made using one of the payment methods provided by the Seller. The User selects the payment method from the available payment methods.
2. In case of choosing a payment method provided by bank transfer, bank card or other payment service providers, the User's bank account will be debited after placing the Order, filling out the Seller's payment form and accepting it by the User.
3. If any of the payment methods is selected, the User bears the related costs.
4. The Seller has the right not to provide the payment method (cash on delivery) at the time of delivery.
5. The ordered Product remains the property of the Seller until the full amount is paid.
6. A VAT invoice will be sent or shared to Users who concluded a sales contract as a result of the Order placed through the Website. Invoices are sent electronically to Users who have provided the Seller with their e-mail address.

V. DELIVERY

1. The ordered Product will only be delivered if the delivery address is located within one of the served countries, which the User will be informed about when placing the Order.
2. The Seller is solely responsible for sending and delivering the Product purchased by the User. This does not exclude the right of the Seller to deliver or deliver through external companies cooperating with the Administrator (postal service provider, courier or forwarding company).
3. The deadline for the delivery of the Product to the User is usually 7 working days from the User's Order, unless the Seller has specified a different delivery date in the Offer. The date of delivery of the Product to the User depends on the delivery company.
4. If the product is not in the Seller's warehouse at the time of the order, it may take a maximum of 7 working days for the Product to be shipped from the day

- the Product is placed in the Seller's warehouse and on which date the Seller notifies the User.
5. Requests regarding the specific delivery time or to change the payment method must be addressed to the Seller.
 6. The user is obliged to inspect the shipment. If the Product is damaged or the quantity of the Products is missing, the User is obliged to record a damage report in the presence of the carrier, which must indicate the type of damage or lack of the Product, as well as the date and time of delivery. Then send the signed report together with a picture of the damaged Product to the Seller.
 7. If the following is established:
 - a. mechanical damage to the contents of the shipment,
 - b. the contents of the shipment are incomplete or incomplete
 - c. does not correspond to the subject of the Order,- the User has the right to refuse to accept the shipment. In such a case, the User must immediately notify the Seller of the situation in order to prepare the resend of the Product.
 8. Unjustified refusal to accept the ordered and undamaged shipment or failure to accept the shipment within the deadline does not constitute withdrawal from the sales contract. In this case, the User will not receive a refund for the cost of the first delivery, and the User will bear the costs of returning the Product to the Seller. Resending is possible after the User has paid the costs of resending and the costs of returning the Product to the Seller as an advance payment to the Seller's bank account. This provision does not apply if the User withdraws from the Purchase Agreement.
 9. Delivery is made to the address specified by the User. If the delivery is prevented or made difficult by the fact that an incorrect or incorrect address has been entered, or that the delivery is not received at this address or not immediately, the User is responsible for that.
 10. If the Product purchased by the User is not saved on a physical data carrier, but is a good or service provided electronically, the Product can also be delivered electronically to the e-mail address provided by the User. When purchasing an electronic product, Regulations V.1 and V.2 do not apply. point.

VI. RIGHT OF WITHDRAWAL

1. The User who is considered a Consumer has the right to withdraw from the Sales Agreement within 14 days without giving reasons.
2. The deadline for withdrawing from the Sales Contract expires 14 days after the day on which the User, who is considered a Consumer, took possession of the product, or when a third party other than the supplier, designated by the User who is considered as a Consumer, took possession of the Product.
3. In order to exercise the right of withdrawal from the sales contract, the User who is considered a Consumer must inform the Seller of the withdrawal in a clear statement. The declaration can be submitted in particular by a letter sent to the Seller's mailing address by post or by courier service, or by an e-mail sent to the Seller's e-mail address.
4. The User who is considered a consumer may use the sample of withdrawal from the Sales Agreement, which forms **Annex No. 1 of these Regulations, although this is not mandatory.**
5. The fourteen-day period within which the User may withdraw from the Sales Agreement starts from the date of delivery of the Product or Service.
6. In order to comply with the deadline set for withdrawal from the Sales Contract, it is sufficient if the User, who is considered a Consumer, sends the information about the exercise of his right to withdraw from the Sales Contract before the expiry of the deadline set for withdrawal from the Sales Contract.
7. In case of withdrawal from the contract, the Sales Contract shall be considered as not having been created, and the User shall be released from all obligations.
8. The Seller is obliged to reimburse the User immediately, but no later than 14 days from the date of receipt of the User's declaration of withdrawal from the contract, all payments made by the User, including the delivery costs of the Product (except for the cheapest standard delivery method chosen by the Consumer and provided by the Seller additional costs resulting from a different delivery method).
9. The Seller refunds the payment in the same way as the payment instrument used by the User, unless the User has expressly agreed to another refund method that does not involve costs for the User.

10. If the Seller has not offered to collect the Product from the User himself, it may withhold the payment received from the User until the Product is returned or the User confirms its return, whichever occurs first.
11. The User must return the Product to the Seller immediately, no later than 14 days from the date of cancellation, or hand it over to a person authorized by the Seller to receive it, unless the Seller has offered to take over the Product himself. To meet the deadline, it is sufficient to return the Product before the deadline. The product must be returned in its original packaging and with all accessories.
12. The Product returned by cash on delivery cannot be accepted (such deliveries are not accepted and the Product is not considered returned).
13. The consumer is responsible for the decrease in value resulting from the use of the Product beyond the extent necessary to determine its nature, characteristics and operation.
14. Possible costs related to withdrawal from the contract by the Consumer, which the Consumer must bear:
 - a. if the Consumer has chosen a delivery method for the Product other than the cheapest standard delivery method provided by the Seller, the Seller is not obliged to reimburse the additional costs borne by the Consumer,
 - b. the Consumer bears the direct costs of returning the Product.
15. The User does not have the right to withdraw from the contract in the event of a contract:
 - a. in which the subject of the service is not a remanufactured product, produced according to the User's specifications or serving to satisfy the User's unique needs;
 - b. in which the object of the service is a perishable or short-lived object;
 - c. in which the subject of the performance is something delivered in sealed packaging, which cannot be returned after opening the package for reasons of health protection or hygiene, if the package has been opened after delivery. This applies in particular to dietary supplements and cosmetics;
 - d. delivery of digital content not recorded on a physical data medium, if the performance of the service began with the express consent of the consumer before the expiry of the withdrawal period from the contract.

VII. STOCK SALES

1. It is only possible to withdraw from the Sales Agreement for Sets ordered by Users through the Website in relation to all the Products included in it.
2. The provisions of Section 2 shall apply mutatis mutandis to the Consumer's warranty, guarantee, complaint and other demands for the return of the stock or the demand for a price reduction.

VIII. COMPLAINT PROCEDURE

1. The Seller is legally obliged to ensure that the Products comply with the concluded Sales Agreement.
2. If, after receiving the package, it turns out that the Product contains a physical defect (including mechanical damage), which occurred during delivery or was inherent in the Product from the beginning, the package must be returned to the Seller. In this case, we will replace the Product with a full-value product (free of physical defects).
3. In the event of a product defect, the User is entitled to submit a complaint ("Complaint"). In such a case, the User must contact the Seller to file a complaint.
4. The Seller shall respond to the complaint no later than 14 days after receiving the complaint and inform the User of the further procedure. If the complaint is well-founded, the Seller will inform the User about the proposed method of processing the complaint. If the User requested the replacement of the goods or the correction of the defect, or made a price reduction statement, indicating the amount of the price reduction, and the Seller did not respond to this request within 14 days, the request shall be considered legitimate.
5. The Seller is responsible for fulfilling the obligations arising from the Contract and for making decisions related to Complaints.
6. The Seller and the Product Manufacturers guarantee the quality and properties of all Products. The Seller receives a guarantee from the Manufacturers that the products distributed by them are registered in the registers required by law,

- have the approvals and permits required by law, comply with the relevant standards, etc.
7. All instructions on the packaging or container must be followed. The Seller does not have to assume responsibility for the consequences of violating these instructions for the Products, or for the consequences of not following these instructions.
 8. The provisions of this article do not exclude more favorable provisions resulting from discounts applied by the Seller.
 9. In order to enforce claims against the Seller, the User can also use out-of-court methods to enforce claims and investigate complaints, including the following:
 - a. you can apply for mediation to a mediator or to the institution before which the mediation procedure takes place,
 - b. may apply to the institution authorized to conduct the arbitration procedure with the request that the case be examined by the arbitration court,
 - c. if a Consumer, he can turn to the competent consumer protection ombudsman or other organization performing similar tasks for help.
 10. On the website <http://ec.europa.eu/consumers/odr> you can find the EU-level online dispute resolution platform (ODR platform) between consumers and entrepreneurs. The ODR platform is an interactive and multilingual website with a comprehensive service for consumers and entrepreneurs who are looking for an out-of-court solution to their disputes related to contractual obligations arising from online sales contracts.
 11. For the avoidance of doubt, the instruction referred to in Clause 10 above shall not constitute an arbitration clause or the Seller's automatic consent to participate in mediation or arbitration.

IX. INTELLECTUAL PROPERTY RIGHTS

1. The Service Manager is the owner or licensee of all intellectual property rights related to the Website, whether registered or unregistered, and the owner of the materials published on this site. These works are copyrighted and all rights are reserved for the Service Manager.
2. You may not use any part of the copyrighted material for commercial purposes without first obtaining permission from the Service Operator and/or the relevant licensors.
3. It is prohibited to copy or reproduce in whole or in part the elements of the Website protected by exclusive rights, in particular the information, content, data, photographs, images, drawings, icons, product and brand descriptions, the content of the General Terms and Conditions, and any content of the Website.

X. PROTECTION OF PERSONAL DATA

1. During registration on the Website, Users must provide personal data, which the Seller uses to fulfill User Orders placed through the Website.
2. All personal data will be treated confidentially and in accordance with the relevant legal provisions, in particular in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons, which protects personal data and such data flow, as well as the repeal of Directive 95/46/EC (Official Journal of the European Union No. 119).
3. By placing an Order on the Website, the User consents to the Seller contacting him to determine whether the User is satisfied with the Sales Agreement concluded by the User with the Seller through the Website.
4. In order to ensure the security of the data of online payment transactions, the data is protected with the most modern encryption techniques.
5. Data related to data protection can be downloaded from the Website under the following tab: Data Protection Statement.

XI. COOKIE POLICY

1. The website is called uses cookies to provide services in accordance with this clause. The data stored in cookies are used for advertising and statistical purposes, among other things, as well as for adapting the Website to the individual needs of the User.
2. Most of the so-called "cookies" session cookie, which is automatically deleted from the hard drive after the session ends (i.e. after logging out or closing the browser window). Some of the "cookies" make it possible to recognize the

- User's end device when visiting the Website again - they are not deleted automatically, but are saved on the end device. In the case of mobile devices, as in the case of stationary devices, the mechanism of accepting "cookies" has been applied, which enables the storage of data related to the given User.
3. Apart from the data contained in the cookies, the Website does not collect any other information automatically.
 4. Cookies are used for the following purposes:
 - a. To adapt the content of the Website to the individual needs of the User and to optimize the use of the websites. Cookie files make it possible to recognize the Website User's personal device and to tailor the appearance of the website to the User's needs;
 - b. To create statistics that allow us to understand how Website Users use the websites. This helps to improve the structure and content of the pages;
 - c. To transmit advertising content that matches the User's interests.
 5. Within the framework of the Website, the Administrator uses the following types of cookies:
 - a. Cookies that enable the use of services available on the Website;
 - b. Security cookies;
 - c. Cookies that enable the collection of data related to the use of the Website pages;
 - d. Functional cookies that allow the user to note the settings selected by the user, such as language, font size, etc. regarding;
 - e. Advertising cookies make it possible to provide advertising content tailored to users' individual interests.
 6. Using the Website without changing the settings concerning cookies means that they will be placed on the User's device. The User can change the cookie settings of his browser at any time. These settings can be modified in such a way that the automatic operation of cookies is blocked in the browser settings, and that they are informed every time they are placed on the device of the Website User. Detailed information on the possibilities and methods of managing cookies is available in the software (web browser) settings.
 7. If the User does not set the prohibition of the acceptance of "cookies" and the use of the Websites in the browser settings, the User consents to the use of "cookies" according to the conditions described in these Regulations.
 8. Disabling cookies may affect some functions available on the Website.
 9. The cookies placed on the end device of the Website User can then be used by advertisers and partners cooperating with the Website.
 10. For security reasons, it is recommended to use the latest possible versions of web browsers.
 11. Some of the "cookies" placed in the Users' browsers will be used for marketing purposes. These files make it possible to learn what kind of content the User may be interested in and to display advertisements corresponding to these interests. Therefore, advertisements may appear as part of the Website based on the behavior of Users on other websites.

XII. FINAL PROVISIONS

1. The settlement of legal disputes that may arise between the Seller and a User who is not a Consumer falls under the jurisdiction of the competent court based on the Seller's registered office. The settlement of legal disputes arising between the Seller and the User, who is considered a Consumer, falls under the jurisdiction of the competent court of the Consumer's place of residence at the time of submission of the Order.
2. If the Customer is a Consumer, disputes between the Customer and the Seller are governed by the law of the country of residence of the consumer at the time of the Order.
3. These General Terms and Conditions do not violate the special provisions of local law that are more favorable to the Consumer. In the event that these General Terms and Conditions contain provisions that are less favorable than the local legislation, the provisions of the local legislation that are more favorable to the Consumer shall apply.
4. If certain provisions of these General Terms and Conditions are found to be invalid or ineffective under the law, this shall not affect the validity or effectiveness of the other provisions of these General Terms and Conditions. Instead of the invalid provision, the rule that is closest to the purposes of the

invalid provision and the entirety of these General Terms and Conditions shall apply.

5. The Administrator is entitled to unilaterally amend the Regulations. Amendments to the General Terms and Conditions shall enter into force at least 7 days after the amended General Terms and Conditions are posted on the Website, unless the new General Terms and Conditions stipulate a later effective date.
6. In the case of a sales contract concluded between the Seller and the User who is considered as a Consumer, the Regulations can only be amended with the express consent of the User who is considered as a Consumer.

No. 1 Appendix

For returns please follow the instruction on eurasiaorders.com

Our e-shop offers you the possibility of returning the products for any reason. This return has to be realized within 14 days from the date of purchase. When receiving the product you will also receive a return notice from our courier company. Use this notice in order to initiate a return/refund procedure. In order for the return to be accepted, the product has to:

1. Be in the condition you received it. This means that the product is unused and is still in its packaging.
2. The packaging is sealed. 3. The return notice is filled with all the necessary information.

All we ask you is that you send the product back in the unused condition that you received it including a notice that clearly states your personal information and request. (for example it is not forged, the product is the right one, etc.). This check is not compulsory and the non-performance of this check does not restrict your rights. The responsibility for returning of the products is upon the customer till the products reach our hands.

In order for the refund to be accepted:

1. We will need to inspect the product and make sure its package is sealed and the product unused.
2. You should include your IBAN details in the return notice.