REGULATIONS OF THE PIERRE RENE AND MIYO MAKE UP ONLINE STORE

1.INTRODUCTORY PROVISIONS

The PIERRE RENÉ online store (operating at pierrerene.pl), the MIYO MAKE UP online store (operating at miyomakeup.com), and the LUBICZ GARDENS online store (operating at lubiczgardens.pl) are run by PIERRE RENE sp. z o.o. with its registered office in Ustka at ul. Ogrodowa 7, 76-270 Ustka, entered into the Register of Entrepreneurs maintained by the District Court Gdańsk-North in Gdańsk, VIII Commercial Division of the National Court Register under KRS number 0000066419, NIP 839-27-87-943, REGON 771512740.

1. These regulations are addressed to consumers, quasi-entrepreneurs, and entrepreneurs using the online store and define the rules for using the store ,as well as the terms and procedure for concluding distance sales contracts with customers via the store .

2.DEFINITIONS

1.Regulations – these store regulations concerning services provided electronically, they constitute the regulations referred to in Art. 8 of the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of laws of 2002 no.144,item 1204, as amended).

2.Customer – any entity making purchases in the store.

3.Consumer – a natural person concluding a contract with the Seller via the store, the subject of which is not directly related to their business or professional activity.

4.Entrepreneur – a natural person concluding a contract directly related to their business or professional activity, or a legal entity or an organizational unit without legal personality to which separate legal provisions grant legal capacity, conducting business activity in their own name and using the Store.

5.Quasi-entrepreneur – a natural person concluding a contract directly related to their business activity when the content of the contract indicates it does not have a professional character for them, particularly resulting from the subject of their business activity made available under the provisions on the Central Registration and Information on Business.

6 Seller – PIERRE RENE SP. Z O.O. as detailed in 1 (preliminary provisions).

7. Goods – a movable item available in the Store which is the subject of a sales agreement between the Customer and the Seller.

8.Additional Service – a service provided by the Seller to the Customer outside the store in connection with the nature of the products sold.

9. Sales Agreement – a contract for the sale of Goods concluded between the Seller and the Customer via the Online Store.

10. Distance Contract – a contract concluded with the Customer within an organized system for concluding contracts at a distance (via the Store), without the simultaneous physical presence of the parties, using one or more means of distance communication until the contract is concluded.

11 .Store – the online stores operated by the Seller at the addresses specified in 1 (preliminary provisions).

12.Cart – a software element of the store where selected products are visible and order details can be modified , especially the quantity of products.

13.Account – the Customer's account in the store, collecting provided data and order history.

14.Registration Form / Order Form – an interactive form available in the Store that enables the Customer to place an Order, in particular by adding Goods to the Cart and specifying the terms of the Sales Agreement, including the method of delivery and payment.

15.Order – the Customer's declaration of intent specifying the type and quantity of goods, aimed directly at concluding a sales contract.

3.CONTACT WITH THE STORE

1. Seller's Address: 76-270 Ustka, ul. Ogrodowa 7

2. Seller’s e-mail Addresses: sklep@pierrerene.pl, sklep@miyomakeup.com, sklep@lubiczgardens.pl.
3.Seller’s telephone number: +48 59 815 29 31 – call charges apply in accordance with the service provider’s tariff.
4.Seller’s fax number: +48 59 815 29 30
5. Seller’s Bank Account: Alior Bank S.A., 23 2490 0005 0000 4520 8763 0278
6.The Customer may contact the Seller using the addresses and telephone numbers provided in this section.
7.The Customer may contact the Seller by telephone between 7:00 AM and 2:30 PM during helpline operating hours.

4.GENERAL PRINCIPLES

1.These terms and conditions specify the rules for using the online store available at www.pierrerene.pl and www.miyomakeup.com and www.lubiczgardens.pl

2.A condition for placing an order in the store is that the customer has read and accepted these terms and conditions before completing the order.

3.The pierre rene online store conducts retail sales via the internet.

4.All goods offered in the pierre rene online store are brand new, in original packing ,free from physical and legal defects and have been legally placed on the Polish market.

5.To use the store and make purchases, the customer must meet the following technical requirements:

a) an active email address;

b) a device connected to the internet that meets at least the following technical requirements:

* an up-to-date web browser (Chrome, Firefox, Edge, Safari) with JavaScript and cookies enabled is required, For the proper functioning of the purchasing process and full use of the Store's features (e.g., chat, fast payments), it is recommended to allow pop-up windows to be displayed within the Store's domain.

6.The seller uses cookies to collect information related to the use of the www.pierrerene.pl/en and www.miyomakeup.com/en websites by the customer. The customer may change the cookie settings on their own. The rules for the processing of data using cookies are set out in the Privacy Policy available on the following websites: pierrerene.pl and miyomakeup.com.

7.The customer is obliged to refrain from providing content forbidden by legal regulations, e.g. content which propagates violence, is defamatory or violates personal rights and other rights of third parties.

5.PLACING ORDERS

1.All prices on www.pierrerene.pl/en and www.miyomakeup.com/en are gross prices in PLN. The prices do not include the shipping costs.

2.The final price to be paid by the customer consists of the product price and the delivery cost, which the customer is informed about on the store pages during the order placement, including at the moment of confirming the intention to conclude a sales contract.

3.Logging into the account requires entering the email address and password specified in the registration form. The customer’s login is their email address. The password is defined by the customer and is not known to the seller. The customer is obligated to keep it confidential and protect it from unauthorized access.

4.Browsing the store's assortment does not require creating an account. Placing an order may be done either by registering an account or by providing necessary personal and delivery details without registration.

5.To create an account in the store, it is necessary to fill out the registration form. It is required to provide the following data: first name, last name, email address, password.

6.Creating an account in the store is free of charge.

7.The customer may delete their account at any time,without giving a reason and without incurring any costs, by sending a request to the seller via email or in writing to the addresses specified in 3.

8. To place an order, it is necessary to:

a) log in to the store (optional);

b) select the product and then click the "add to cart" button (or equivalent);

c) log in or use the option to place an order without registration if the option to place an order without registration was selected – providing delivery and invoice data as needed;

d) click the "order and pay" button;

e) choose one of the available payment methods and, depending on the payment method, pay for the order within the specified time.

9.in a situation where the order form is not filled out correctly, the seller will inform the customer immediately. If contact is not possible, the seller will cancel the order.

10.The Customer, in the process of placing an order, may express the will to receive a fiscal receipt or a Value Added Tax invoice, which may be attached in paper form to the sent product or sent electronically to the electronic mail address indicated by the Customer in the form of an electronic image of accounting documents. The Seller reserves the possibility of sending the invoice in another form if required by law (for example, the obligation to send it to the KSF).

11.When placing an order, the customer may consent to the processing of their personal data for order fulfillment purposes. If consent is given, the customer has the right to access their data, correct it, and request its deletion.

12.The customer may choose to have their data remembered for faster ordering in the future. For this, the customer must provide a login and password necessary to access their account.

13.Orders via the website can be placed 24/7 throughout the year.

6. EXECUTION OF THE SALES AGREEMENT

1.The sales agreement between the customer and the seller is concluded after the customer has placed an order using the order form available in the online store, in accordance with §5 of the regulations.

2. After placing the order, the seller immediately confirms receipt and simultaneously accepts it for processing. The confirmation of receipt and acceptance for processing takes place via an email sent to the email address provided by the customer during order placement, which contains at least the seller’s statement of receipt, acceptance for processing, and confirmation of the sales agreement conclusion. At the moment the customer receives this email, the sales agreement is deemed concluded.

3.The customer is obliged to make payment within 7 calendar days from the date of the sales agreement conclusion; otherwise, the order will be cancelled.

4.Cash on delivery or payment upon personal collection is not available.

5.The product will be shipped by the seller within the time indicated in its description (unless otherwise stated in section 6) in the manner selected by the customer during order placement.

6. In the case of ordering products with different delivery or collection dates, the latest date provided shall apply to the entire order.

7.The time required to prepare the order for shipment is usually 2 business days from the date of crediting the seller's bank or settlement account. To this time, the delivery period by the selected carrier – depending on the method chosen by the customer – must be added. The estimated delivery times are specified in the “costs and delivery time” tab on the store’s website. For limited edition products, the fulfillment time is determined individually and displayed at the time of order placement – in the cart and in the order confirmation email.

8.The product is delivered within the territory of Poland, the European Union, Norway, Switzerland, and the United Kingdom.

9.Delivery of the product to the customer is subject to a fee, unless the sales agreement states otherwise. Delivery costs (including transport and handling fees) are displayed to the customer on the store's website during order placement, as well as at the moment the customer confirms their intent to conclude a sales agreement. Personal collection of the product is free of charge.

7.OFFERED DELIVERY AND PAYMENT METHODS – SHIPPING COSTS AND TIME

1.The customer can use the following payment method: payment by bank transfer to the seller's account.

2.The goods are shipped to the address provided on the order form, unless the customer has chosen personal pickup.

3.Delivery is carried out within the timeframe specified in the “costs and delivery time” tab on the store's website. With the seller noting that this is an estimated delivery time calculated from the moment the package is handed over to the carrier.

4.The customer is responsible for covering the delivery (shipping) costs.

5.Goods are delivered using the courier service.

6.The delivery cost within Poland is in accordance with the price list presented on the store's website in the "costs and delivery time" tab

7.The delivery costs outside of Poland are:

a) TNT Courier (estimated delivery 3-4 business days): cost- 94,50-180 PLN.

b) DHL Courier (estimated delivery 3-5 business days): cost- 45-94,50 PLN.

8.Detailed information on delivery methods and acceptable payment methods can be found on the store's website in the "costs and delivery time " tab

8.RIGHT TO WITHDRAW FROM THE SALES CONTRACT

1.A Customer who is a consumer or a quasi-entrepreneur may, within 14 days, withdraw from the sales contract without giving any reason.

2.The right to withdraw from the agreement expires after 14 days from the date on which the customer received the goods, or a third party other than the carrier and indicated by the customer received the goods.

3.To exercise the right of withdrawal, the customer must inform the seller of the decision to withdraw from the agreement by submitting a clear statement (e.g., a letter sent by post, fax, or email), and provide their name, full postal address, telephone number, and email address. Use of the sample withdrawal form provided by the seller is optional. If this option is used, the seller will confirm receipt via email or other permanent method of communication. To meet the withdrawal deadline, it is sufficient to send the notification before the withdrawal period expires.

4.Consequences of withdrawal from the sales agreement:

a) If the customer withdraws from the sales agreement ,the contract shall be deemed not concluded.

b) In case of withdrawal, the seller or quasi-entrepreneur shall reimburse all payments received from the customer, including standard delivery costs (excluding additional charges resulting from delivery methods other than the least expensive standard delivery option offered), without delay and no later than 14 days from the date of receiving the withdrawal notice.

c) The refund shall be made using the same payment method as in the original transaction, unless the customer has agreed otherwise. The seller may withhold the refund until the returned goods are received or until proof of shipment is provided – whichever occurs first.

d) The goods shall be returned to the address indicated in these terms no later than 14 days from the date of notifying the seller of the withdrawal. The deadline is considered met if the goods are dispatched before the expiration of the 14-day period.

e) The customer bears the direct costs of returning the goods.

5. The right to withdraw from a distance contract does not apply to a customer who is a consumer or quasi-entrepreneur, in cases where the product is delivered in sealed packaging that, for health or hygiene reasons, cannot be returned after opening, provided that the packaging was opened after delivery.

9.COMPLAINT PROCEDURE

1.The Seller is obliged to deliver to the Customer Goods free from defects and in conformity with the Sales Agreement. In the event of a defect in the Goods purchased from the Seller or their nonconformity with the Agreement, a Customer who is a consumer or an entrepreneur with consumer protection rights is entitled to file a complaint, which shall be governed by the provisions of the Act of 30 May 2014 on Consumer Rights and the provisions on statutory warranty contained in the Civil Code.

2.A complaint may be submitted in one of the following ways:

– in writing to the Seller’s address indicated in these Terms and Conditions; or

a) with regard to PIERRE RENÉ products – by electronic mail to: sklep@pierrerene.pl or by telephone at +48 598 152 931;

b) with regard to MIYO MAKE UP products – by electronic mail to: sklep@miyomakeup.com or by telephone at +48 598 152 931.

The Seller does not provide after-sales services and does not grant guarantee.

3.It is recommended that the complaint contains, among others, a concise description of the defect, the circumstances (including the date) of its occurrence, the data of the Customer filing the complaint, proof of purchase, and the Customer's request in connection with the product defect. In the case of an electronic mail or written report, photographs of the product indicating the defects should be attached. In some cases – indicated by the Seller – the complained-about product must be delivered to the Seller.

4.The Seller will consider the complaint within 14 days from the date of receipt of a complete complaint report. In special cases, The Seller reserves the possibility of extending the period for considering the complaint, about which it will inform the Customer in the way the complaint was reported. In the event that the Seller does not provide the consumer or quasi-entrepreneur Customer

with an answer to the complaint within 14 days from the date of its receipt, it is considered that the Seller has accepted the complaint.

5.Pursuant to Article 558 Paragraph 1 of the Civil Code, the Seller's liability under the warranty for the product towards a Customer who is not a consumer or a quasi-entrepreneur is excluded.

10.OUT-OF-COURT METHODS OF HANDLING COMPLAINTS AND PURSUING CLAIMS

1.The use of out-of-court methods of handling complaints and pursuing claims is voluntary. The following provisions are for informational purposes and do not constitute an obligation on the part of the Seller to use out-of-court methods of resolving disputes. The Seller's statement of consent or refusal to participate in the proceedings for the out-of-court resolution of consumer disputes is submitted by the Seller on paper or another durable medium in the event that the dispute was not resolved following a complaint filed by the consumer.

2.Detailed information regarding the possibility for a consumer to use out-of-court methods of handling complaints and pursuing claims as well as the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, provincial inspectorates of the trade inspection, and at the following website address of the Office of Competition and Consumer.

Protection: https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php

11.AMENDMENT OF THE TERMS AND CONDITIONS

1.Customers having an account in the store will be informed about an amendment to the Terms and Conditions via electronic mail correspondence.

2.If in the time that has elapsed since the last login, an amendment to the store's Terms and Conditions has taken place, the Customer accepts or does not accept the provisions of the Terms and Conditions after the changes. In the absence of acceptance of the terms of the Terms and Conditions, in particular after the introduction of its changes, purchases in the online store are not possible.

3.A Customer who does not accept the changes introduced in the Terms and Conditions is entitled to delete the account at any time.

4.Orders placed by Customers before the changes to the Terms and Conditions enter into force will be executed according to the existing provisions of the Terms and Conditions.

12.PROMOTIONS AND THEMATIC CAMPAIGNS

1.In periods of increased interest in the store's offer, the order fulfillment time may be extended, about which the Customer will be informed on the store's website or during the placement of the order.

13.FINAL PROVISIONS

1.Contracts concluded through the online store are concluded in the Polish language.

2.The rules for the processing and protection of Customers' personal data, applicable at the Seller's in connection with the store's activity, are contained in the Privacy Policy available on the websites: PIERRE RENÉ at the address pierrerene.en, MIYO MAKE UP at the address miyomakeup.com/en, and LUBICZ GARDENS at the address lubiczgardens.pl.

3.The Seller reserves the right to make changes to the Terms and Conditions for important reasons, that is, in particular in the case of a change in legal provisions, a change in the Seller's data, a change in payment and delivery methods, and so forth – to the extent to which these changes affect the implementation of the provisions of these Terms and Conditions. The Seller shall inform the Customer about each change with at least 7 days notice through an announcement on the store's website pierrerene.en, miyomakeup.com/en, and lubiczgardens.pl.

4.In matters not regulated in these Terms and Conditions, generally applicable provisions of Polish law shall apply, in particular: the Act of 23 April 1964 Civil Code (Journal of Laws number 16, item 93 as amended); the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws 2002 number 144, item 1204 as amended); the Act of 12 July 2024 Electronic Communication Law (Journal of Laws of 2024 item 1221), the Act of 30 May 2014 on Consumer Rights (Journal of Laws 2014 item 827 as amended), and other relevant provisions of generally applicable law.

5. Any disputes arising between the Seller and a Customer who is not a consumer or a quasientrepreneur shall be submitted to the court competent for the Seller's registered office.

6.The choice of Polish law on the basis of these Terms and Conditions does not deprive the consumer or quasi-entrepreneur of the protection granted to them on the basis of provisions that cannot be excluded by agreement between the Seller and the consumer or quasi-entrepreneur, by virtue of the law which, according to relevant regulations, would be applicable in the absence of a choice.