

RETURNS AND REFUNDS POLICY

These regulations define the rules for withdrawing from the contract as well as filing and processing complaints by CLARENA sp. z o.o. Sp. Komandytowa [Limited Partnership]

§1

The consumer's right to withdraw

1. A consumer is a natural person who performs a legal act which is not directly related to their business or professional activity.
2. The consumer may withdraw from the sale contract within 14 days without providing any reason and without incurring any costs, except for costs related to the costs other than the cheapest usual cost of delivery of the product and direct costs of returning the product to the Seller.
3. in the case of withdrawal from the contract, the contract shall be deemed not to have been concluded and the Consumer shall be exempt from all obligations.
4. The Consumer shall be liable for any reduction in the value of the item resulting from its use beyond what is necessary to ascertain the nature, features and the functioning of the item, unless the Seller has not informed the Consumer about the right to withdraw from the Agreement.
5. In order to meet the deadline, it is sufficient to submit a declaration before the term expires.
6. The statement of withdrawal must be sent via a registered letter to the following address: Clarena Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office at Clareny 2 street, 51-361 Wrocław, Wilczyce or by submitting a complaint form.
7. In the case of withdrawal from the contract, the amount due shall be wired to the Consumer's bank account immediately, not later than within 14 days from the date of receiving the declaration of withdrawal from the agreement..
8. In the case when CLARENA sp. z o.o. Sp. komandytowa ships an item which is incomplete or does not comply with the order, the shipping costs shall be covered by CLARENA.
9. Reimbursement of any prepayment shall be made within 14 days from the date of receiving the returned product by the CLARENA Internet Store. The refund for the items is made by means of a wire transfer to the Client's account, after receiving confirmation regarding the data provided with the order.
10. CLARENA sp. z o.o. Sp. komandytowa shall not be held liable for failing to make a refund or for delaying the refund date, if the Client fails to provide the bank account number into which the payment is to be made or if s/he does not provide all the details necessary to make the payment. CLARENA sp. z o.o. Sp. komandytowa shall not be held liable for failing to make a refund or for delaying the refund date, if the Client provides incorrect personal data or an incorrect bank account number.

11. The consumer is obliged to assess the condition of the product and its conformity with the order upon delivery and in the presence of the courier. If the product is faulty, a complaint form shall be drawn up in the presence of the courier (the courier is required to have a template of the document), including a description of the damage. The product under complaint shall be returned to the courier together with the sales invoice. If a parcel contains more than one item, all of the items shall be returned. The cost of transport shall be covered by the Seller. When the product is returned to the e-clarena.eu warehouse again, it shall be replaced with a new one and the new shipment shall be sent at the Seller's expense.
12. If damage in the shipment was noticed after the courier has departed, the may report it by calling the courier service. The courier is obliged to appear at the place of delivery within 7 days from the date of delivery in order to write a damage report. Complaints regarding mechanical damage caused during transport shall not be considered without a correct damage report drawn up by the courier responsible for delivering the shipment and without the original packaging and a set of original labels of the product under complaint”.
13. The consumer shall not have a right to withdraw in the case of the following agreements:
 - a). for providing services if the Seller has carried out a complete service with the express consent of the consumer, who had been informed prior to the commencement of the service that carrying it out by the Seller causes the consumer to lose the right to withdrawal;
 - b). in which the price or remuneration depends on fluctuations in the financial market, which are beyond the Seller's control, and which may occur before the deadline for withdrawal;
 - c). in which the object of the service involves an unprocessed Product, manufactured in accordance with the consumer's specifications, per Client's request or to satisfy his/her individual needs
 - d). in which the object of the service is a Product subject to rapid deterioration or which has a short expiry date;
 - e). in which the object of the service is a Product supplied in sealed packaging which, cannot be returned for health or hygienic reasons if opened after delivery;
 - f). in which the object of the service are Products which, by their nature are inseparably combined with other items after delivery;
 - g) where the consumer has expressly requested the Seller's arrival for urgent repair or maintenance; where the Seller provides additional services, other than those which the consumer has requested or supplies Products other than spare parts necessary for repair or maintenance, the consumer shall have the right to withdraw in respect of the additional services or Products;

h). concluded by means of public auction;

i). for the supply of digital content which is not recorded on a physical medium, if the service had begun with the consumer's express consent prior to the expiry of the withdrawal period and after the Seller has informed the Client about the loss of the right to withdraw.

14. The template for withdrawing from the agreement can be found: [here](#).

§2

Returns and refunds

1. In order to make a complaint about a purchased product (hereinafter referred to in the policy as the *Complaint*) or to return it, the Client is obliged to fill in the complaint form and send it over with an attached description of the claim. The form is available on the website at the following address <http://www.reklamacje.clarena.pl>

2. The form described in section 1 is the preferred method of communication between the Client and CLARENA sp. z o.o. Sp. komandytowa, in order to effectively process the Claim. Claims submitted by means other than those referred to in item 1 or which do not contain all the required information may be left unresolved within the time limit specified in item 5.

3. After submitting the claim, a unique reference number will be provided to the e-mail address provided by the Client. The reference number should be used when contacting the employees of CLARENA Sp. z o.o. Sp. komandytowa.

4. The Client shall be informed about the manner of processing the Claim by e-mail and/or a phone call to the telephone number provided in the Claim.

5. Subject to the provisions of items 6 and 7, CLARENA Sp. z o.o. Sp. komandytowa. shall immediately process the claim, however not later than within 14 calendar days from the date of receiving the Claim.

6. In case of issues which are particularly difficult to resolve and require cooperation of several competent organisational units of CLARENA Sp. z o.o. Sp. komandytowa or if it is necessary to:

a) obtain additional information from third parties,

b) obtain additional explanations or documents from the Client,

c) verify or obtain specific data,

d) redirect the Claim to an external party related to the product, the time limit for processing the Entry may be extended.

7. Before the 14-day time limit set for handling the Complaint runs out, the Client shall be informed of the reasons for extending the time necessary to process the Claim and of the estimated time for providing an answer, which shall not exceed 90 days from the date of receiving the Claim, as well as of the aspects to be determined during the extended time limit.

8. Complaints do not cover the following items:

- a) products without labels (product cannot be identified),
- b) empty/used (excluding complaints confirmed by the damage report, issued by the courier company).

9. Quality complaints shall be submitted immediately after the occurrence of the event constituting the reason for the

complaint, however, not later than within 30 days from the date of receiving the product or from the date on which the Client became aware of the event.

10. Quantitative complaints shall be submitted immediately upon discovering a discrepancy, but not later than within 5 days from receiving the shipment. The condition necessary to process the complaint is to confirm it with damage report (to), issued by the courier company.

11. in the case of Clients who are not consumers within the meaning of Article 221 of the Civil Code, the following items are not covered by complaints :

- a) goods under complaint submitted by the Client later than 5 days from the date of receiving the parcel,
- b) purchased on sale,
- c) used,
- d) empty,
- e) returned in non-original or damaged packaging,
- f) cosmetics manufactured per Client's request,
- g) electronic devices,

12. The Client shall cover the direct cost of returning the purchased products.

13. In the case of occurrence of an event in which the goods were damaged during transport, the prerequisite to process the claim is to confirm the Claim with a damage protocol, issued by a courier company, and returning all damaged products.

14. In the case of Clients who are consumers, complaints and returns of goods take place according to the rules specified in the Act on Consumer Rights.

15. The Client shall deliver the goods and all information necessary to process the complaint, referred to in item 6.2), within 7 calendar days from the moment of sending the request by an employee of CLARENA Sp. z o.o. Sp. komandytowa..

16. Lack of feedback within the time limit specified in item 15 may prolong the time required to process the Claim specified in item 5. or cause the Client's claims to be rejected as unfounded.

17. when sending back the product under complaint/returning the product, the parcel shall be addressed to and sent to: Clarena Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office at Clareny 2, 51-361 Wrocław, Wilczyce with the note "COMPLAINT" and the reference number specified in item 3.

18. The products under complaint or returned by the Client shall be adequately protected against any additional damage that may occur during transport.

19. Submitting a Complaint means that the Client agrees to the processing of his/her personal data, to the extent necessary to handle the complaint, in accordance with the provisions of the Act of 29 August 1997 on the protection of personal data (Dz. U. of 1997 No. 133 item 883 as amended). The Client has the right to view the data and to alter it.

20. Submitting a Claim by the Client is tantamount to the Client's acceptance of this Policy.

21. The Buyer, who is not a natural person, performs a legal act directly related to its business or professional activity, acknowledges that the Seller shall not be liable under the warranty, as provided for in Article 556 of the Civil Code. By making the purchase, the Buyer agrees to the aforementioned limitation.

22. Any matters not regulated by this Policy shall be subject to the generally applicable provisions of law, in particular the Civil Code.