

# Complain rules for Foreign distributors

## 1. Definitions

Following words used in this Complaint rules will have the meaning as presented below:

- 1.1 HEDONISTA – HEDONISTA Sp. z o.o. with its registered office in Łódź, ul. Senatorska 14/16 93-192 Łódź, entered in the Register of Entrepreneurs by the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register under KRS number: 0000672395, NIP: 7272812721, REGON: 367002658.
- 1.2 Headquarters of HEDONISTA - ul. Senatorska 14/16, 93-192 Łódź, Polska.
- 1.3 Customer Care Department - ul. Senatorska 14/16, 93-192 Łódź, Polska.
- 1.4 Distributor - natural person, a legal person, or an organisational unit without corporate existence having legal capacity under a law conducting economic or professional activity in their own name and on own account .
- 1.5 Customer – natural person that purchased Products form the Distributor unrelated to its economic or professional activity
- 1.6 Product – good purchased by the Distributor in online store <https://www.hedonista.com/>, in headquarters of HEDONISTA or other stationary HEDONISTA personally or via electronic way; Product means cosmetic products, make-up products, including but not limited to lip gloss, lipstick etc. that are in HEDONISTA offer
- 1.7 Physical defect – defect that means that Product is incompatible with the agreement, particularly Product is incompatible with the agreement when:
  - 1.7.1 It does not have the qualities, that this type of good should have due to its purpose described in the agreement or resulting from its destination;
  - 1.7.2 It does not have qualities which existence the Distributor ascertained;
  - 1.7.3 It was given to the Distributor incomplete.

## 2. General terms

- 2.1 Distributor has a right to make a complaint for a Product/ Device that has physical defects which appeared during the one year statutory warranty period, unless the expiration date of the Product/Device does not exceed the above period- than the period of statutory warranty matches the expiration date. If the Distributor has contractual warranty claims, complaint can be made during the time of contractual warranty determined in the Warranty Card.
- 2.2 The Distributor may use the powers from the statutory warranty for physical defects of the Device regardless of the powers from the contractual warranty.
- 2.3 Liability for physical defects includes: free of charge repair of the Product/Device or replacement of the Product/ Device, including repair or exchange of the parts of the Product/ Device. HEDONISTA decided whether the Product/ Device will be repaired or replaced.
- 2.4 Customer by purchasing from one of the official Distributor is concluding a sales agreement which means that HEDONISTA is not the direct sale party. As a result HEDONISTA is not responsible for complaint submitted by Customer to the Distributor.

## 3. Basic rules of making a complain and considering the complaint

- 3.1 Distributor is obligated to submit the physical defect of the Product within 72 hours from the date of delivery of the Product/ Device.

- 3.2 Wrong quantity (wrong quantity of the Product/Device, lack of it in the parcel, different Product/Device that ordered) should be submitted to HEDONISTA within 72 hours from the date of delivery of the Product.
- 3.3 In case when Distributor was delivered Product/Device different then the ordered one, Distributor can send the Product/Device to Customer Care Department; Product/Device will be replaced for the right one, according to the order, after receiving the product that is complained about by Customer Care Department.
- 3.4 In case of finding physical defect in Product/Device appearing during statutory warranty or contractual warranty, Distributor can make a complaint.
- 3.5 Complaint can be made in any form chosen by the Distributor: via email on reklamacje@hedonista.com, in written form on the address of ul. Senatorska 14/16, 93-192 Łódź, Poland. Complaint should include:
- Order number,
  - Invoice number,
  - List of defective products,
  - Description of the defects of the products.
- 3.6 Distributor should send the complaint with the complaint form which is available on <https://www.hedonista.com/download/HEDONISTA-complaint-form-distribution.pdf> , that will include the following data:
- Name and Surname/ Name of the Distributor,
  - Exact address for the delivery of the Product,
  - Contact data of the Distributor that is address, phone number, email address,
  - Serial number of the device- in case of device being complained about,
  - Description of the defects of the product and basis of the request (statutory warranty or contractual warranty),
  - Information whether the product that is being complained about is owned by the Distributor or the Customer.
- 3.7 Distributor is fully liable for complaints made by their Customers and that decide whether to accept or decline the complaint. If in doubt Distributor may pass the Product/ Device that is complained about to Customer Care Department in order to verify submitted complaint's validity. Verification of complaint's validity does not mean that HEDONISTA becomes liable for the complaints submitted by Customer to the Distributor.
- 3.8 Product/ Device that is complained about with the completed complaint form and proof of the purchase of the Product/ Device and Warranty Card (in case of claims from the contractual warranty) should be delivered on the address of the Customer Care Department, that is  
HEDONISTA sp. z o.o. ul. Senatorska 14/16, 93-192 Łódź. Complaints that do not include completed complaint form, proof of purchase and/or Warranty Card will not be considered.
- 3.9 In case of physical defect of the Device purchased at Distributor, Distributor is committed to accept and consider complaint and he has to bear all costs related to the service.
- 3.10 In order for HEDONISTA to properly consider the complaint or verify complaint's validity accordingly to point 3.7, Company must have the ability to verify validity of the claims by finding defects and its causes. In regard to that Distributor is obligated to deliver the defective Product/Device to Customer Care Department. Shipment of the Product with the documents should be made within 21 days from the delivery of the Product. Shipment of the Device that is being complained about with the documents should be made within 24 hours from delivery of the Device from the Customer.
- 3.11 By Proof of the purchase is meant among others following documents: VAT invoice, receipt, confirmation of bank transfer, PayU, PayPal, credit card information.  
Estimated time of considering the complaint by HEDONISTA is 14 days from date of receiving the complaint.

- 3.12 Complaint is accepted by replacing the defective Product/Device for free of defects Product/Device or by repairing it by HEDONISTA. In case the defects concerns only parts of Product/ Device- replacement or repair may include only that part.
- 3.13 HEDONISTA will repair or replace the defective Product or Device without undue delay, in time that depend on different kinds of defects and type of Product/Device.
- 3.14 Complaint is rejected by HEDONISTA giving the reason of the rejection and returning the goods to the Distributor.

#### **4. Rules of delivery of the complained goods**

- 4.1 Distributor is obligated to deliver the Product/ Device that is being complained about to the Customer Care Department at their own expense.
- 4.2 Parcels related to complaint that are paid on delivery and parcels given to self-service pick up points will not be accepted by HEDONISTA.
- 4.3 Product/Device that is being complained about must be properly packed so it will not be more damaged during the transport. Distributor is responsible for proper packing, protection, package and shipment of the Product/Device. In case of improper protection of the Product/Device that results in damaging the Product/Device during the transport-complaint referring to the Product/Device will not be accepted and the Product/Device will be sent back to the Distributor at their expense.

#### **5. Other terms of considering the complaint**

- 5.1 There is no right to make a complaint in case of issue, improper storage of the Product/Device.
- 5.2 Liability for the physical defects of the Product/Device refers to defects that existed in the time of realizing the Product/Device to the Distributor or to defects which causes existed in the time of realizing the Product/Device to the Distributor.
- 5.3 Liability is excluded if Distributor knew about the defect in time of receiving the Product/ Device.
- 5.4 Statutory Warranty and Contractual Warranty do not include Products/Device that were withdrew from the sales in the day of Distributor stating the physical defect.
- 5.5 Statutory Warranty and Contractual Warranty do not include Products with expiration date passing on the date of stating the physical defect or after 3 months from the date of stating the physical defect.
- 5.6 Products under the brand HEDONISTA are compatible only with other products of this brand. If the Product is used with products of another brand and as a result Distributor will state the physical defect of the Product (e.g. nail polish did not cured) complaint submitted by the Distributor may prove itself to be unfounded, after being tested with other products with HEDONISTA brand.
- 5.7 If the package is presented with any signs of damage from the transport, Distributor is obligated to unpack it in the presence of deliverer and in case of stating improper delivery prepare a protocol of the damage. Original protocol of the damage should be delivered to the Customer Care Department with Product/Device that is complained about.

#### **6. Replacement device**

- 6.1 At the request of the Distributor made in writing, HEDONISTA will give Distributor replacement device (substitute to the complained device)
- 6.2 Replacement device will be given to the Distributor after checking the complained device in the Customer Care Department and stating that the submitted complaint is founded and that the device need diagnostics that exceeds 14 day of service.

- 6.3 In case of giving to the Distributor the replacement device, between Distributor and HEDONISTA concludes property lending agreement. Property lending agreement of the replacement device is concluded for the time needed to complete complaint proceedings that is informing Distributor by HEDONISTA that complained Device is being repaired/replaced and passage of the time determined for the returning of the replacement device.
- 6.4 Handover of the replacement device to the Distributor will occur based on acceptance report sent with the replacement device to the Distributor. Shipment of the replacement device will be sent at the expense of the Distributor. Distributor is obligated to send signed acceptance report to the Customer Care Department. In case of not stating the defects of the replacement device by the Distributor within 24 hours of the handover the replacement device is considered functional and suited for use designated for this device.
- 6.5 After completing the complaint proceedings Distributor is obligated to return the replacement device to HEDONISTA in a condition not worse than before.
- 6.6 Distributor is obligated to return the replacement device to the Customer Care at their own expense within 14 days from the date of the receiving information from HEDONISTA that complaint proceeding have been completed. In case of not returning the replacement devices within the above time HEDONISTA will charge the Distributor the cost of rent of the device in amount of 100 PLN for every day of delay.
- 6.7 HEDONISTA will return the Device to the Distributor that was complained about after returning the replacement device by the Distributor to HEDONISTA.
- 6.8 In case Distributor make the replacement device available to their Customer, Distributor will be fully responsible for the replacement device during the whole time of using it by the Customer and for proper performance by the Customer obligation described in this point of Complaint Rules.

Department responsible for the document: Customer Care