

Complaint Regulations for Individual Customers

1. Definitions

The following words used in these complaint regulations will have the following meanings:

1. Customer - an individual who has made a purchase of Hedonista products that is not directly related to his/her commercial or professional activity.
2. Product - goods purchased by the customer from the online shop <https://www.hedonista.com/>, at Hedonist's premises.
3. Hedonista - HEDONISTA limited liability company; manufacturer of cosmetic products and beauty (make-up) accessories under the Hedonista brand.
4. Registered office of Hedonista Sp. z o.o. - 14/16 Senatorska Street, 93-192 Łódź, Poland.
5. Customer Care Department - ul. Senatorska 14/16, 93-192 Łódź, Poland.
6. Physical defect - a defect consisting in the non-compliance of the Product with the contract, in particular the Product is not in conformity with the contract if:
 - 1) does not have the qualities that a thing of that kind should have, in view of the purpose specified in the contract or resulting from the circumstances or use for which it is intended,
 - 2) does not have the characteristics which the trader has assured the customer it has,
 - 3) it is not fit for the purpose that the Customer communicated to the seller at the time of the conclusion of the contract and the seller has not raised any objection to such a purpose,
 - 4) has been given to the customer in an incomplete condition.

2. General provisions

1. The Customer has the right to lodge a complaint concerning a Product with physical defects revealed during the warranty period (art. 556 et seq. of the Civil Code, Journal of Laws 2017.459 t.j. of 2017.03.02). If the Customer is entitled to claim under the warranty, a complaint may be made for the duration of the warranty as specified in the warranty card.
2. The Customer may make a claim under the warranty for physical defects of the Product independently of the rights under the warranty.
3. The liability for physical defects of the Product includes in the case of warranty or guarantee claims: repair of the Product free of charge, replacement of the Product. In the case of warranty claims, liability for physical defects of the Product also includes withdrawal from the contract. The Customer may not withdraw from the contract if the physical defect of the Product is insignificant.
4. Liability for physical defects of the Product applies to defects that existed at the time the Product was delivered to the Customer.
5. Liability is excluded if the Customer knew of the defect at the time of receipt of the Product.

3. Basic rules for filing and handling complaints

1. The Seller informs that the subjective feelings of the Buyer regarding his/her individual tastes (e.g. the colour of the foundation does not suit the Buyer, the lipstick is too bright, etc.) do not mean that the Product has defects within the meaning of the provisions of the Civil Code on warranty.

2. If a physical defect of the Product appears in the Product during the warranty or guarantee period, the Customer has the right to make a complaint.
3. The Customer may submit a complaint in any form: by e-mail to reklamacje@hedonista.com or in writing to the address: 14/16 Senatorska Street, 93-192 Łódź, Poland.
4. The Customer shall submit a complaint using the complaint form, available at: <https://www.hedonista.com/download/HEDONISTA-complaint-form.pdf> , containing the following data:
 - Customer's first and last name,
 - Exact shipping address of the Product,
 - Customer's contact details, i.e. Customer's telephone number, e-mail address,
 - Description of the problem,
5. Customer's claim and its basis (warranty or guarantee),
 - Order number,
 - Invoice/receipt number,
 - Bank account number and confirmation of dispatch of the parcel together with the amount for the shipment.
6. If, in order for the Seller to respond to the Customer's complaint or to exercise the Customer's warranty rights, it is necessary to deliver the product to the Seller, the Customer will be asked (in writing or by e-mail) to deliver the product at the Seller's expense to the Customer Care Department.
7. The Product under complaint together with a completed complaint form and proof of Product purchase should be delivered to the address of the Customer Care Department of Hedonista sp. z o.o. ul. Senatorska 14/16, 93-192 Łódź. The parcel should be marked: Complaint.
8. Proof of purchase is understood in particular as the following documents: VAT invoice, receipt, money transfer confirmation, Tpay, PayPal, credit card statement.
9. Hedonista undertakes to respond to the complaint within 14 days of receipt. Lack of information from Hedonista within the aforementioned period means that the complaint is considered justified.
10. The complaint is acknowledged by replacing the defective Product with a defect-free Product, repairing it or refunding the purchase price of the Product. In the case when the defect concerns only a part of the Product - the replacement or repair may be granted by the Hedonista of the Product - the replacement or repair may concern only that part.
11. Hedonista will repair or replace the defective Product without undue delay, within a time frame influenced by the type of defective Product and the nature of the defect.
12. A complaint shall be deemed unsuccessful if Hedonista gives a reason for not accepting the defect and returns the goods to the Customer.

4. Quantity complaint

1. Quantitative discrepancies (incorrect quantity of Product, Product missing from the package, Product other than ordered) should be reported to Hedonista no later than 72 hours from receipt of the Product.
2. If a Product other than the one ordered has been delivered to the Customer, the Customer has the option to:
 - 1) Send the Product back to the Customer Care Department; the Product will be exchanged for a correct one, in accordance with the order, once the complained Product has been delivered to the Customer Care Department,
 - 2) Request that the Product in question be sent back to the Customer Care department with the correct product in conformity with the order.

5. Delivery of the goods under complaint

1. The Customer is obliged to deliver the Product under complaint together with a description of the complaint to the place of its purchase: headquarters, Distributor, point of sale at the Seller's expense.
2. The Product under complaint must be properly packed so that it is not additionally damaged during transportation. The Customer is responsible for the proper protection, packaging and shipment of the Product.

6. Other conditions for handling complaints

1. The Customer is not entitled to make a complaint in the case of improper use or storage of the Product, in particular using it in a manner inconsistent with the description on the Product or in the leaflet enclosed with the Product.
2. If the parcel bears traces of damage resulting from transport, the Customer is obliged to unpack it in the presence of the deliverer and, in the case of any irregularities in the order, to draw up a damage protocol with him. The original damage report should be submitted to Customer Care together with the Product under complaint.