

FORHERCARE WEBSHOP
GENERAL TERMS OF CONTRACT FOR ONLINE SHOPPING

last update: 3 October 2023

1. SCOPE OF THESE TERMS AND CONDITIONS

- 1.1 Scope of these Terms and Conditions:** If you are a customer ("*Customer*") shopping on the Forhercare Webshop ("*Webshop*"), we will fulfil your order and deliver products to you subject to these terms and conditions ("*Terms and Conditions*") and the country specific clauses under Annex 3. In case of any deviations between these terms and the country specific terms, the country specific terms under Annex 3 shall prevail.
- 1.2 Please, study these Terms and Conditions:** Please read these Terms and Conditions carefully before you send us your order. In these Terms and Conditions, you will find important information, such as who we are, how we provide you with products, how you can communicate a cancellation of order, or what to do if you encounter any problems with your order.
- 1.3 We only sell to consumers:** We conclude contracts through this Webshop exclusively with persons classified as consumers. We do not offer the possibility of purchasing in the Webshop to businesses and any other persons acting for purposes relating to his or her trade, business, craft or profession or to anyone acting in the name of or on behalf of a trader.
- 1.4 Information on electronic contract conclusion:** The concluded contract is stored electronically, and its content can be reconstructed from the electronic correspondence sent to you. The contract will not be filed, and the contract concluded with you will not be considered as a written contract. The language of the contract corresponds to the country of your choice in Annex 3.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who are we?** The service provider of this Webshop and the seller is *Forhercare Korlátolt Felelősségű Társaság* (hereinafter: "*we*" or "*Forhercare*", court of registration: Fővárosi Törvényszék Cégbírósága; Company registration number: Cg. 01-09-356668; registered office: Hungary, 1091 Budapest, Üllői út 105.; Tax ID: 27912162-2-43). We have not signed up to a code of conduct. Our web hosting provider is KMAK Kelet-Magyarországi Adatközpont Kft. (registered office: Hungary, 5071 Besenyszög, Táncsics Mihály út 10., Cg. 16-09-015111; contact details: support@kmak.hu).
- 2.2 How can you contact us?** You can contact our customer service through the contact methods as indicated in Annex 3. Our customer service is available from 9:00 to 17:00 CEST on weekdays or as otherwise indicated in Annex 3.
- 2.3 How do we contact you?** If we need to contact you, we will do so by e-mail, by phone or in writing to the e-mail address, telephone number or postal address you provide in your order.
- 2.4 "In writing" also includes e-mail.** When we use the terms "in writing" or "in written form" in these Terms and Conditions, this shall also apply to e-mail messages.

3. OUR CONTRACT CONCLUDED WITH YOU

- 3.1 How do we receive your order?** We only accept orders placed via the Webshop. We do not accept orders placed by telephone, fax, e-mail or letter. Registration is not required to make a purchase. Orders can be placed in the Webshop every day between 0-24 hours, unless the Webshop is not available.
- 3.2 How to place an order?** You can place your order by selecting the product(s) you wish to purchase from the products listed. Once selected, these products will be added to your shopping cart. You can view the contents of your shopping cart at any time by clicking on the "Cart". The number of items of a product you wish to buy can be freely adjusted. Adding the selected product to your cart does not constitute a reservation of the product or a declaration of intention to purchase. For this reason, the product placed in your cart may be removed from your shopping cart if it has been purchased by another customer in the meantime or if the product has otherwise become unavailable.

Once you have placed your order, you can proceed by clicking on "Delivery and payment". You will then be asked to enter the details required for invoicing and delivery and to select the payment method you wish to use [online via bank card or cash on delivery; you may apply the payment methods specified in Annex 3.]. If your invoicing address and delivery address are different, you will need to enter both addresses separately. If you do not provide your details, you will not be able to proceed with the purchase.

You can view the full contents of your Cart and the order details on the "Delivery and Payment" page. Before completing an ordering process, you can always return to a previous stage of the order, where you can correct the data entered or interrupt the order process; to do this, click on the "back" button in the browser or click on the "pencil" icon indicating the editing option in the "Order Summary" section

of the "Delivery and Payment" tab. Please always check the details you have entered for your order and the contents of your shopping cart, as well as the type and quantity of each item to be ordered, before finalising your order.

Once you have entered and checked your details, you can proceed by clicking on the "Next" button. If all the details of the order are correct in the "Order Summary" section, the Customer must first accept these Terms and Conditions by ticking the corresponding checkbox, then he/she must tick a separate checkbox to expressly acknowledge that his/her order, whether paid online by bank card or by cash on delivery, entails a payment obligation. You can add comments to your order in this screen, then you can submit your order by clicking on the "Order and Pay" button at the bottom of the screen. If you prepay online by bank card, by clicking on the "Order and Pay" button, your browser will be redirected to the external payment service provider's payment interface, and you will be able to make the payment as described there. By clicking on the "Order and Pay" button, your order will be processed automatically after the payment has been completed. If the payment is successful, you will be redirected to the Webshop's website. In case of an unsuccessful payment, no sale and purchase contract will be concluded between you and us, and your order will be rejected. The delivery and invoicing details cannot be changed once the order has been placed.

- 3.3 Your order and your commitment to the offer:** The receipt of an order by us constitutes an offer on your part and creates a commitment to an offer. The order is processed in two stages. The first automatic system message sent to you by e-mail after you have placed your order is for information purposes only (first automatic system message), and only confirms the details of the order (name, e-mail address, telephone number, invoicing and shipping information, etc.), the order ID, the order date, the list of products ordered, the quantity, the price, the delivery/receipt charge, the final amount payable and the fact of our receipt of your offer, and does not constitute acceptance of your offer and the conclusion of a sale and purchase contract.

Forhercare will send you the first automatic system message after the order has been sent, no later than 48 hours after the order has been received. If you do not receive this first automatic system message within 48 hours, you will be released from your obligation to make a bid for your order. Your order will be accepted when Forhercare notifies you of its acceptance in a second separate confirmation e-mail – also within 48 hours of placing your order at the latest –, and the contract between you and us will be concluded, or by actual delivery of the ordered products within the agreed delivery period. The current text of the Terms and Conditions and its annexes will be attached in PDF format to the second confirmation e-mail.

- 3.4 If we cannot accept and confirm your order:** If we are unable to confirm and therefore accept your order, or if we are unable to fulfil your order despite confirmation, we will inform you in writing and will not charge you for the product. This may be because the product is out of stock, or our resources have unexpected constraints that we could not reasonably have anticipated, or we have found an error in the price or description of the product. If a product is unavailable, you have the option of providing your e-mail address so that you can be notified when the product is available to order.

- 3.5 Conclusion of the sale and purchase contract:** After your order has been confirmed (second order confirmation e-mail), we are obliged under our contract concluded with you and in accordance with these Terms and Conditions to provide you with the product ordered and the relevant documents and to arrange for its shipment to you, while you are obliged to pay us the purchase price and shipping costs in full and to take delivery of the product from us. Once the sale and purchase contract has been concluded, you will gain ownership upon full payment of the purchase price. The products shall be deemed to have been delivered at the time of delivery, and you are obliged to take delivery of the goods at the same time. The contract shall terminate upon fulfilment of the contractual obligations. The sale and purchase contract will also terminate upon lawful exercise of the right of withdrawal.

- 3.6 Your order ID:** We will assign an order ID to your order and will communicate it to you as soon as your order has been accepted. By providing us with the order ID, you will help us identify your order when you contact us in relation to your order.

- 3.7 Coupons:** You have the option to enter and validate a coupon code if you have one. The discount provided by the coupon will be deducted from the total amount of the order. We will verify the coupon code, and we are entitled to refuse to validate it if invalid. It is your sole responsibility to provide a valid coupon code.

- 3.8 Usage fees:** A fee may be charged by your electronic communications service provider under your individual subscription or other contract for Internet, mobile or other electronic connection to a device (e.g., mobile phone, etc.) that you use. Please contact your electronic communications service provider for more information on usage rates and charges.

4. OUR PRODUCTS

- 4.1 Further information about the products:** For a more detailed description of each product, the selling price of the product for different packaging volumes, the unit price of the product if sold by the unit, the general characteristics of the product, the main ingredients of the product, the dosage of the product

and information on the use of the product, click on the image of the product or on the appropriate link next to it. You are obliged to read the instructions for use or the information leaflet of the product ordered and to study the manufacturer's instructions before using the product at all times in order to avoid any health problems and to ensure correct use.

5. YOUR RIGHT TO MODIFY

- 5.1** If you wish to change the product you have ordered, please contact us. We will let you know if the requested modification is possible. Where possible, we will inform you of any modifications to the price of the product, the shipping date or any other modifications required as a result of the change you have requested, and ask you to confirm that you agree to the relevant change. If we are unable to implement the change, or if the consequences of the change are unacceptable to you, you may withdraw from the contract by giving us a clear notice to that effect (see clause 8 - TERMINATION OF CONTRACT, RIGHT OF WITHDRAWAL).

6. DISPATCHING THE PRODUCTS

- 6.1 Shipping costs:** We will charge the shipping costs as indicated on our website in relation to your order. The shipping fee applicable to the contract will be the one published on our website at the time of ordering. The country specific delivery charges are determined in Annex 3.

- 6.2 When will we dispatch the products?** During the ordering process we will inform you when we will dispatch the products to you. The shipping deadline is usually 1-7 working days, depending on the destination country of your order, which is indicative, as it may be longer than indicated in exceptional cases.

- 6.3 In which countries do we deliver?** We only deliver to specific EU countries, and we are not obliged to deliver to other countries not indicated in Annex 3. Shipping is made to the invoicing address or to an address in your country of habitual residence other than the invoicing address that you provide. During the term of these Terms and Conditions, the products ordered from us will be delivered only to an existing address in your domestic country. Delivery of the ordered product to a PO Box address or post office is not possible. Please provide a delivery address where you are available or where an adult authorised by you can take delivery of the ordered items at the chosen delivery time.

- 6.4 Delivery by courier:** The delivery of the ordered product is carried out by the courier indicated to you during the placement of your order.

The contact and address data (name, address, telephone number) provided by you will be transmitted to the contracted courier service for the purpose of delivery through our logistics partner, in accordance with our Privacy Notice. After taking over the purchased product, the courier service will send you an e-mail informing you about the delivery, including the expected time of delivery, tracking information and the direct contact details of the courier service. You may contact the courier service for further information on delivery. After three failed attempts of delivery, we are entitled to withdraw from the contract.

- 6.5 We are not responsible for delays beyond our control:** If the delivery of the products is delayed due to an event beyond our control, we will notify you as soon as circumstances allow and will take steps to reduce any impacts of the delay. If we do this, we will not be liable for any delay caused by such event, but you can contact us to cancel the contract and, following cancellation, you can get a refund for the price of the products you paid for but did not receive.

- 6.6 Reservation of ownership.** You will become the owner of the product as soon as we have received its purchase price in full.

7. PRICE AND PAYMENT METHODS

- 7.1 Where can you find the price of the product?** The product price (including VAT) is the price indicated when you place your order. We will make every effort to ensure that the product price you are quoted is accurate. The prices shown next to the products in the Webshop are in your local currency and include all applicable taxes. In relation to the delivery of the purchased product, you will be obliged to pay us a delivery charge in addition to the purchase price, as well as a handling fee if you choose to payment on delivery. The total amount payable will be based on the order summary and the order confirmation e-mail, and will include all costs, including the purchase price and shipping charges.

- 7.2 Discounts:** In the case of products sold at a discount, the fact and the rate of the discount are indicated. If a product is subject to a periodic price reduction, the original price of the product, which was valid at least 30 days before the price reduction, is crossed out and the new discounted price is indicated next to it. Special offers are only valid during the periods indicated for the quantity of each product we have determined in advance or while stocks last, so please bear this in mind when placing your order.

- 7.3 When and how do you have to pay and which payment methods are accepted?** We accept online payment by bank card or payment by bank card and cash on delivery.

(a) Online payment by bank card: For this payment method, payment is made in advance on the Barion payment gateway after the order has been placed. For payment you can use the bank cards specified on the payment service provider's website. At the same time as you are redirected to the online payment gateway, the transaction data for the purchase are transmitted to Barion, and we do not process your bank card details. Barion Payment Zrt., the service provider, is an institution supervised by the National Bank of Hungary, and its licence number is: H-EN-I-1064/2013. No extra fees, charges or other payment obligations will be charged or imposed in respect of the choice of online payment by bank card.

(b) Payment on delivery: If you wish to pay the price of your order on receipt of your parcel, please choose the payment on delivery method. In this case you can pay the purchase price by cash or bank card, for which you will be charged an additional handling fee as published on our website when you place your order; handling fees depend on your order's country of destination.

7.4 Invoicing: You will receive the invoice, simplified receipt or the related electronic availability details electronically, via our invoicing partner, to the e-mail address provided at the time of ordering.

7.5 What can you do if you think the invoice we issued is incorrect? If you believe that an invoice is incorrect, please contact us immediately and let us know.

8. TERMINATION OF CONTRACT, RIGHT OF WITHDRAWAL

8.1 You have the legal rights to terminate the contract, as follows: Your rights on termination of the contract depend on what you have purchased, whether the product is faulty, how we have performed and when you decide to terminate the contract.

8.2 Your right to withdraw without giving a reason: For most products you purchase online, you have the right to change your mind and give us notice of withdrawal at any time within 14 days. This means that you can withdraw from a contract with us without giving any reason. The period of withdrawal expires 14 days after the day on which you (or your agent) take(s) delivery of the product. You also have the right of withdrawal for the period between the date of conclusion of the contract and the date of receipt of the product.

8.3 Limits to the right of withdrawal: Please note that you are not entitled to exercise your right of withdrawal if the product concerned is perishable or has a short shelf life (e.g. products that must be stored at a certain temperature, etc.) or in the case of products in sealed packaging that, for health or hygiene reasons, cannot be returned after opening following delivery (e.g. toothbrushes, ball deodorants, underwear, massage oils, sexual aids, cosmetics, dietary supplements, etc.). For more information on these country specific restrictions, please refer to Annex 1 of the Terms and Conditions.

8.4 Notice of withdrawal: If you wish to terminate your contract with us, please notify us by sending a notice to our e-mail address. Please include your name, address, details of the order and, where available, your telephone number and e-mail address for ease of identification.

8.5 Burden of proof in the case of a notice of withdrawal: In all cases, you will have the burden of proving that you have exercised your right of withdrawal properly and within the time limits set out in these Terms and Conditions.

8.6 Return of the products in the event of termination of the contract: If, for whatever reason, you terminate the contract after we have sent the product(s) to you or you have taken delivery of the product(s), you must return the product(s) to us without undue delay. Returns are not handled at Forhercare Kft.'s head office, as this activity is carried out by Gedeon Richter Plc. on behalf of Forhercare Kft. You must return the product by post to Gedeon Richter Plc., acting on behalf of Forhercare Kft., to Hungary, 1103 Budapest, Vaspálya utca 50. When returning the product, you must clearly indicate the following on the packaging of the product to be returned: "Forhercare Webshop". If you exercise your right of withdrawal, you must return the goods to us within 14 days of the date you notify us of your intention to terminate the contract. This deadline will be deemed to have been met if you send us the product before the 14-day deadline has expired.

8.7 When will we pay the cost of returning the goods? We will bear the cost of returning the goods:
(a) if the product is defective or the description of the product was incorrect;
(b) if you terminate the contract because the product is faulty or its description is incorrect, or the delay in delivery is attributable to us and is not due to circumstances beyond our control.

8.8 When do you bear the cost of returning the goods? In all cases other than those set out in the previous paragraphs, including where you exercise the right of withdrawal without giving a reason, you will bear the cost of returning the goods and we will not refund you for that cost. You will not be charged any costs other than the cost of returning the product.

8.9 How do we refund your money? We will refund you the purchase price paid for the products, including delivery costs, in accordance with the payment method you used. If you expressly agree, we will refund your money in a different way to the payment method used. You will not be charged any

additional fees as a result of the different refund method. However, we may make deductions from the price as described below. If you only partially withdraw from the contract, we will refund only the purchase price of the returned products.

8.10 Deductions from your refund if you exercise your right of withdrawal: We may reduce the refunded price (excluding shipping costs) to reflect a reduction in the value of the goods, if this was caused by your handling of the goods in a way that would not be allowed in a store, that is, it was the result of a use that is beyond the use necessary for checking the nature, characteristics and function of the product.

8.11 When will a refund be made? We will execute the refunds that you are entitled to as soon as possible, but no later than fourteen days from the date of receipt of the notice of withdrawal. We may withhold a refund until we have received the product back or until you have provided us with satisfactory proof that you have returned it to us (whichever is the earlier).

9. IMPLIED WARRANTY, PRODUCT WARRANTY, GUARANTEE

For detailed information on the implied warranty, product warranty and guarantee to which you are entitled, please refer to the optional Model instructions, which is attached as Annex 3. Regarding the country specific information, please refer to Annex 3.

10. OUR LIABILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

10.1 We will be liable to you for any foreseeable loss or damage caused by us in the following cases: If we do not comply with the provisions of these Terms and Conditions, we will be liable for any loss or damage you suffer as a foreseeable consequence of our breach of contract or our failure to exercise reasonable care and skill, but we will not be liable for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is either obvious that it will occur or if, at the time the contract was concluded, both we and you knew that it might occur, for example, if you agreed it with us during the sales process.

10.2 Limits on exclusion of liability: We will not exclude or limit in any way our liability to you if this would be contrary to mandatory law.

11. COMPLAINT MANAGEMENT

11.1 Reporting a complaint: If you have a complaint, you can report it to us in writing using our contact details specified in section 2.2. We will respond to your written complaint also in writing within thirty days. Complaints made in this way will be given a unique identification number. We will attach to our response the record related to the complaint. A registered complaint will contain the name and address of the complainant, a description of the complaint and the data required by law. If the complaint is rejected, you will be informed of the reasons for the rejection.

11.2 Dispute resolution: If a potential dispute is not resolved through negotiations between us, you may initiate a legal procedure or, in the case of a consumer dispute, you will have the following options to enforce your rights:

- (a) you may lodge a complaint with the competent district office;
- (b) you can initiate a legal procedure before the competent conciliation board.

11.3 Online Dispute Resolution platform: If you wish to conduct and resolve your consumer dispute online, you can do so through the Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>. On the same website you can also find detailed information on the possibilities and conditions for online dispute resolution. This internet-based platform was set up by the EU for consumers who want to make a complaint about a product or service they have purchased online and would like to ask a neutral third party (dispute resolution body) to manage the complaint. For more information about the Online Dispute Resolution platform, how to use it, and how to resolve a dispute, please visit the website using the link above.

12. OTHER RELEVANT CONDITIONS

12.1 This contract shall be governed by Hungarian law: Nothing in these Terms and Conditions shall be construed as limiting in any way the statutory rights of consumers. This choice of law is effective to the extent that mandatory (e.g., consumer protection) provision of the law of the country in which you have your habitual residence are not deprived.

12.2 Invalidity: The invalidity of any provision of these Terms and Conditions shall not affect the validity of the remaining provisions of these Terms and Conditions. In such case, the parties shall take all reasonable measures to replace the invalid or unenforceable provision with a valid and enforceable

provision that most closely matches the economic and legal content of the original provision in terms of purpose and effect.

12.3 Derogations based on national law: For details of the specific local law derogations applicable to you as the Customer, please see the summary attached as Annex 3.

Annexes

Annex 1: (List of products for which the Customer's right of withdrawal is conditional)

Annex 2: (Model declaration of withdrawal)

Annex 3: (Overview of specific derogations based on local law and Model instructions under Government Decree 45/2014 (26.II.) on implied warranty, product warranty and guarantee)

Annex 1 – List of products for which the Customer's right of withdrawal is conditional

Hungary	Product name	category
	GYNOSITOL POWDER 2.1 G 60X HU	dietary supplement
	GRAVIDA OPTIMA FTB/CAP 84+84X HU	dietary supplement
	GRAVIDA OPTIMA FTB/CAP 28+28X HU	dietary supplement
	MOMMYTOO POWDER 200+1600+24 MG 28X HU-ES	dietary supplement
<p>Different rules for dietary supplements: Dietary supplements are subject to the provisions of Decree No 37/2004 (IV.26.) of the Ministry of Health, Social and Family Affairs on food supplements. No warranty or guarantee claims may be made for dietary supplements. In the case of dietary supplements, you may not exercise your right of withdrawal for reasons of hygiene or because they are non-returnable by their nature, if you have already used the purchased dietary supplement (opened the packaging with the outer seal). You may exercise your right of withdrawal if you return the product to us in unopened, undamaged condition with the outer seal intact. In this case, the Service Provider will refund the total purchase price to the Customer after returning the product.</p>		
Austria	Product name	Category
	MOMMYTOO POWDER 200+1600+15 MG 28X AT-IT	dietary supplement
Italy	Product name	category
	MOMMYTOO POWDER 200+1600+15 MG 28X AT-IT	dietary supplement
	TRIPHASIN FTB 60 MG 28X IT-PT	dietary supplement
Poland	For products you purchase online, you have the right to change your mind and give us notice of withdrawal at any time within 14 days, except for products listed in this Annex 1:	
	Product name	category
	MOMMYTOO POWDER 200+1600+24 MG 28X PL-SK	dietary supplement
	TRIPHASIN FTB 60 MG 28X PL	dietary supplement
Portugal	Product name	category
	MOMMYTOO POWDER 200+1600+24 MG 28X EE-PT	dietary supplement
	TRIPHASIN FTB 60 MG 28X IT-PT	dietary supplement
Slovakia	Product name	category
	MOMMYTOO POWDER 200+1600+24 MG 28X PL-SK	dietary supplement
	TRIPHASIN FTB 60 MG 28X HU-SK	dietary supplement
Spain	Product name	category
	MOMMYTOO POWDER 200+1600+24 MG 28X HU-ES	dietary supplement
	TRIPHASIN FTB 60 MG 28X EE-ES	dietary supplement

Annex 2 – Model declaration of withdrawal

Declaration of withdrawal

(to be completed and returned only in case of withdrawal from the contract)

To: **Forhercare Korlátolt Felelősségű Társaság**

Mailing address of the recipient: Hungary, 1091 Budapest, Üllői út 105.

The email address of the recipient: return@forhercare.com

I, the undersigned, declare that I exercise my right of withdrawal in respect of the contract for the sale and purchase of the following product(s):¹

.....
.....

Order (PO) number²:

Date of conclusion of contract / date of receipt:³

Customer's name:

Customer's address:

Customer's signature: ⁴

Dated:,

¹Please indicate here the product(s) ordered from Forhercare for which you wish to exercise your right of withdrawal.

²Non-compulsory field.

³Please indicate which one applies, as you have the right to withdraw from the contract not only after the date of conclusion, but even prior to taking delivery of the product.

⁴ Only for declarations made on paper.

Annex 3 – Overview of specific derogations based on local law and specific model instructions on implied warranty, product warranty and guarantee

Numbered clauses are applicable to you as a Customer as indicated below by local law.

<p>Austria</p>	<p>SCOPE OF THESE TERMS AND CONDITIONS</p> <p>1.4. Information on electronic contract conclusion: The concluded contract is stored electronically, and its content can be reconstructed from the electronic correspondence sent to you. The language of the contract is German.</p> <p>INFORMATION ABOUT US AND HOW TO CONTACT US</p> <p>2.2 How can you contact us? Our customer service team contact include hello@at.forhercare.com e-mail address, phone number(s): +36203727174, +36204192778. The customer service is available from 9:00 to 17:00 CEST on weekdays.</p> <p>OUR CONTRACT CONCLUDED WITH YOU</p> <p>3.7. Coupons: You have the option to enter and validate a coupon code if you have one. The discount provided by the coupon will be deducted from the total amount of the order. We will verify the coupon code, and we are entitled to refuse to validate it if the code is invalid.</p> <p>3.8. Section 3.8. does not apply to you if your country is Austria.</p> <p>DISPATCHING THE PRODUCTS</p> <p>6.1 Shipping costs: We will charge the shipping costs as indicated on our website in relation to your order. The shipping fee applicable to the contract will be the one published on our website at the time of ordering. For Austria, this amount is: EUR [*] gross (i.e. [*] euro gross).</p> <p>6.4 Delivery by courier: The delivery of the ordered product is carried out by the courier indicated to you during the placement of your order.</p> <p>The contact and address data (name, address, telephone number) provided by you will be transmitted to the contracted courier service for the purpose of delivery through our logistics partner, in accordance with our Privacy Notice. After taking over the purchased product, the courier service will send you an e-mail informing you about the delivery, including the expected time of delivery, tracking information and the direct contact details of the courier service. You may contact the courier service for further information on delivery. The courier service will attempt delivery once. After the failed attempt of delivery, the ordered product can be picked up for 7 days. Following such period, we are entitled to withdraw from the contract.</p> <p>If the delivery of the products is delayed due to an event beyond our control, we will notify you as soon as circumstances allow and will take steps to reduce any impacts of the delay. If we do this, you can contact us to cancel the contract and, following cancellation, you can get a refund for the price of the products you paid for but did not receive.</p> <p>TERMINATION OF CONTRACT, RIGHT OF WITHDRAWAL</p> <p>8.4 Notice of withdrawal: If you wish to terminate your contract with us, please notify us by sending a notice e.g. to the hello@at.forhercare.com e-mail address. You can use the optional withdrawal form attached in Annex 2. Please include your name, address, details of the order and, where available, your telephone number and e-mail address for ease of identification.</p> <p>IMPLIED WARRANTY, PRODUCT WARRANTY, GUARANTEE For warranty claims, the statutory provisions shall apply.</p> <p>OTHER RELEVANT CONDITIONS</p> <p>12.2 Section 12.2. does not apply if your residence is Austria.</p> <p>Model instructions under Government Decree 45/2014 (26.II.) on implied warranty, product warranty and guarantee are not applicable in Austria.</p>
<p>Hungary</p>	<p>SCOPE OF THESE TERMS AND CONDITIONS</p> <p>1.4 The concluded contract is stored electronically, and its content can be reconstructed from the electronic correspondence sent to you. The contract will not be filed, and the contract concluded with you will not be considered as a written contract. The language of the contract is Hungarian.</p> <p>INFORMATION ABOUT US AND HOW TO CONTACT US</p>

2.2 How can you contact us? You can contact our customer service team at hello@hu.forhercare.com e-mail address. The customer service is available from 9:00 to 17:00 CEST on weekdays.

DISPATCHING THE PRODUCTS

6.1 Shipping costs: We will charge the shipping costs as indicated on our website in relation to your order. The shipping fee applicable to the contract will be the one published on our website at the time of ordering. For Hungary, this amount is: HUF 690 gross (i.e. six hundred and ninety forints gross).

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11.4 Right to apply to a conciliation board: The conciliation board has the competence to resolve out of court any dispute between a consumer and a business entity concerning the quality and safety of a product, the enforcement of product liability rules, the quality of the service, the conclusion and performance of a contract between the parties (hereinafter: *consumer dispute*), to attempt to reach an agreement to this end, or, if this is unsuccessful, to decide on the case in order to ensure a simple, quick, efficient and inexpensive enforcement of consumer rights. At the request of the consumer or the business, the conciliation board advises on the rights and obligations of the consumer. In order to initiate the conciliation board's procedure, the consumer must first attempt to resolve the dispute directly with the business entity concerned. The conciliation board's procedure is initiated at the consumer's request. The request must be made in writing to the chairperson of the conciliation board. A list of the competent conciliation bodies according to the registered office of Forhercare or the place of residence of the consumer is listed below.

Name of the conciliation body	Postal address	E-mail address	Telephone number
Baranya County Conciliation Board	7625 Pécs, Majorossy I. u. 36.,	info@baranyabekeltetes.hu	+36-72/507-154, +36-20/283-3422
Bács-Kiskun County Conciliation Board	6001 Kecskemét Pf. 228.	bekeltetes@bacsbekeltetes.hu	+36-76 501 525, 501 532 +36-70 938 4765
Békés County Conciliation Board	5600 Békéscsaba, Penza ltp. 5.	bekeltetes@bmkik.hu	+36-66-324-976
Borsod-Abaúj-Zemplén County Conciliation Board	3525 Miskolc, Szentpáli u. 1.	bekeltetes@bokik.hu	+36-46/501-090 (új ügyek) +36-46/501-871 (folyamatban lévő ügyek)
Budapest Conciliation Board	1016 Budapest, Krisztina krt. 99.	bekelteto.testulet@bkik.hu	+36-1-488-2131
Csongrád County Conciliation Board	6721 Szeged, Párizsi krt. 8-12.	bekelteto.testulet@csmkik.hu	+36-62/554-250/118
Fejér County Conciliation Board	8000 Székesfehérvár, Hosszúsétatér 4-6.	bekeltetes@fmkik.hu	+36-22/510-310
Győr-Moson-Sopron County Conciliation Board	9021 Győr, Szent István út 10/a.	bekelteto.testulet@gymkik.hu	+36-96-520-217
Hajdú-Bihar County Conciliation Board	Székhely: 4025 Debrecen, Petőfi tér 10. Ügyintézés helyszíne: 4025 Debrecen Vörösmarty u. 13-15.	bekelteto@hbikik.hu	+36-52-500-710, +36-52-500-745

Heves County Conciliation Board	3300 Eger, Hadnagy utca 6. földszint	bekeltetes@hkik.hu	+36-36-416-660/105 mellék
Jász-Nagykun-Szolnok County Conciliation Board	5000 Szolnok, Verseggy park. 8.	bekeltetotestulet@iparkamaraszolnok.hu	+36-20/373-2570
Komárom-Esztergom County Conciliation Board	800 Tatabánya, Fő tér 36.	bekeltetes@kemkik.hu	+36-34-513-010
Nógrád County Conciliation Board	3100 Salgótarján, Mártírok útja 4. fsz 14.	nkik@nkik.hu	+36-32-520-860
Pest County Conciliation Board	1055 Budapest, Balassi Bálint utca 25. IV/2.	pmbekelteto@pmkik.hu	+36-1-792-7881
Somogy County Conciliation Board	7400 Kaposvár, Anna u. 6.	skik@skik.hu	+36-82-501-000, +36-82-501-026
Szabolcs-Szatmár-Bereg County Conciliation Board	4400 Nyíregyháza, Széchenyi u. 2.	bekelteto@szabkam.hu	+36-42-420-180
Tolna County Conciliation Board	7100 Szekszárd, Arany J. u. 23-25.	kamara@tmkik.hu, monus.greta@tmkik.hu	+36-74-411-661 +36-30-664-2130
Vas County Conciliation Board	9700 Szombathely, Rákóczi Ferenc u. 23.	bea@vmkik.hu	+36-94-312-356, +36-94-506-645
Veszprém County Conciliation Board	8200 Veszprém, Radnóti tér 1. Pf.: 220	info@bekeltetesveszprem.hu	+36-88-814-121
Zala County Conciliation Board	8900 Zalaegerszeg, Petőfi u. 24.	zmbekelteto@zmkik.hu	+36-92-550-513

MODEL INSTRUCTIONS UNDER GOVERNMENT DECREE 45/2014 (26.II.) ON IMPLIED WARRANTY, PRODUCT WARRANTY AND GUARANTEE:

I. IMPLIED WARRANTY

In which cases can the Customer exercise his/her right to an implied warranty?

In the event of a defective performance by Forhercare, the Customer may assert an implied warranty claim against Forhercare in accordance with the rules of the Civil Code.

What rights does the Customer have under an implied warranty claim?

The Customer may, at his/her option, make the following implied warranty claims:

Request repair or replacement, unless compliance with the option chosen by the Customer is impossible or it results in disproportionate additional cost on the part of Forhercare compared to alternative remedies. If the Customer has not requested or could not request repair or replacement, the Customer may request a pro-rata reduction of the consideration or may repair the defect by himself/herself or have it repaired by another party at Forhercare's expense or – as a last resort – may withdraw from the contract.

The Customer may switch from the chosen implied warranty right to another, but the cost of the switch shall be borne by the Customer, unless it was justified or Forhercare gave a reason for it.

What is the time limit for the Customer to exercise an implied warranty claim?

The Customer must notify the defect immediately after its discovery, but in any case no later than two months after the discovery of the defect. However, we would like to draw the Customer's attention to the fact that he/she may no longer enforce his/her rights to an implied warranty claim beyond the two-year limitation period from the date of performance of the contract. Used goods will not be sold via the Webshop.

Against whom can the Customer enforce an implied warranty claim?

The Customer may assert an implied warranty claim against the business entity, i.e. Forhercare.

Are there any other conditions for enforcing an implied warranty claim?

Within one year from the date of performance, there are no conditions for enforcing an implied warranty claim other than reporting the defect, provided that the Customer proves that the product was provided by Forhercare, as a business entity. However, after one year from the date of performance, it is the Customer's responsibility to prove that the discovered defect already existed at the time of performance.

II. PRODUCT WARRANTY

In what cases can the Customer exercise the right to product warranty?

In the event of a defect in a movable item (product), the Customer may, at his/her option, exercise the right under "I. Implied warranty" or a claim under the product warranty.

What are the Customer's rights under a product warranty claim?

Under a product warranty claim, the Customer may only request the repair or replacement of the defective product.

In what cases is the product considered defective?

A product is considered defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.

What is the deadline for the Customer to submit a claim under the product warranty?

The Customer has two years from the date on which the product was placed on the market by the manufacturer to make a product warranty claim. After this period, the right to claim is lost.

Against whom and under what other conditions can someone enforce a product warranty claim?

You can only enforce your product warranty claim against the manufacturer or distributor of the movable item. In order to make a product warranty claim, the burden of proving that the product is defective lies with the Customer.

In which cases is the manufacturer (distributor) exempted from its product warranty obligation?

The manufacturer (distributor) is only exempted from its product warranty obligation if it can prove that:

- the product was not manufactured or distributed within the scope of its business activities, or
- the defect was not recognisable given the state of scientific or technical knowledge at the time the product was placed on the market, or
- the defect in the product was caused by the application of a law or a mandatory authority provision.

The manufacturer (distributor) only needs to prove one ground for exemption.

Please note that the Customer may not make both an implied warranty claim and a product warranty claim for the same defect at the same time, in parallel. However, in the event of a successful product warranty claim, you may assert your implied warranty claim against the manufacturer with respect to the replaced product or repaired part.

III. GUARANTEE

In which cases can the Customer exercise his/her right to guarantee?

In the event of defective performance, Forhercare is obliged to provide a guarantee in accordance with Gov. Decree 151/2003 (IX. 22.) on the mandatory guarantee for certain consumer durables regarding certain new consumer durables specified in the Annex of the relevant Government Decree.

What are the Customer's rights under the guarantee and within what period of time?

The guarantee period starts when the product is delivered to the Customer. A completed and stamped guarantee ticket or certificate of payment (invoice or receipt) is required for repairs under guarantee.

The guarantee applies to products that are classified as new consumer durables and the value of which reaches or exceeds HUF 10,000.

If the manufacturer of the product provides a longer manufacturer's warranty, the duration of the guarantee is determined by the sales price that is:

- one year for a sales price of HUF 10 000 but not exceeding HUF 100 000,
- two years for a sales price exceeding HUF 100 000 but not exceeding HUF 250 000,
- three years for sales above HUF 250 000.

If the Customer starts the operation of a product covered by the guarantee after six months from the date of delivery, the guarantee period starts on the date of delivery of the product. If the product is repaired, the guarantee period shall be extended from the date of delivery for repair by the time during which the Customer could not use the product as intended because of the defect.

In the case of a defect covered by the guarantee, the Customer has the following options:

- Request repair or replacement, unless compliance with the option chosen by the Customer is impossible or it results in disproportionate additional cost on the part of Forhercare compared to alternative remedies.
- If the Customer has not or could not request repair or replacement, the Customer may request a pro-rata reduction of the consideration or may repair the defect by himself/herself or have it repaired by another party at Forhercare's expense or may withdraw from the Contract if the Customer no longer has an interest in repairing or replacing the product.

If, during the guarantee period, in the course of the first repair of the Product by Forhercare it is found that the Product cannot be repaired, Forhercare shall replace the Product within eight days, unless otherwise provided for by the Customer. If replacement of the Product is not feasible, Forhercare shall be obliged to refund the Customer for the purchase price indicated on the certificate of payment of the purchase price of the product presented by the Customer – the invoice or receipt issued under the VAT Act – within eight days.

If the product fails again during the guarantee period after being repaired three times – unless otherwise provided for by the Customer – and if the Customer does not request a pro-rata reduction of the purchase price pursuant to Section 6:159 (2) b) of Act V of 2013 on the Civil Code and the Customer does not wish to repair the product by himself/herself or have it repaired by another party at the expense of the business entity, Forhercare shall be obliged to replace the product within eight days. If replacement of the Product is not feasible, Forhercare shall be obliged to refund the consumer for the purchase price indicated on the certificate of payment of the purchase price of the product presented by the Customer – the invoice or receipt issued under the VAT Act – within eight days.

If the product has not been repaired within thirty days of the date on which Forhercare is notified of the repair request, Forhercare shall – unless otherwise provided for by the Customer – replace the consumer goods within eight days of the expiry of the thirty-day period without result. If replacement of the consumer goods is not feasible, Forhercare shall be obliged to refund the Customer for the purchase price indicated on the certificate of payment of the purchase price of the consumer goods presented by the consumer – the invoice or receipt issued under the VAT Act – within eight days of the expiry of the thirty-day period without result.

No withdrawal shall be possible on the grounds of a minor defect. The Customer may not make an implied warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time and in parallel.

When is a business entity exempted from its guarantee obligation?

	<p>The business entity is only exempted from its guarantee obligation if it can prove that the cause of the defect arose after its performance.</p> <p>Please note that the Customer may not make an implied warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time and in parallel; otherwise however, the Customer is entitled to the rights arising from the guarantee, irrespective of the rights set out in sections "I. Implied warranty" and "II. Product warranty".</p>
<p>Italy</p>	<p>SCOPE OF THESE TERMS AND CONDITIONS</p> <p>1.1. Scope of these Terms and Conditions: If you are a customer ("Customer") shopping on the Forhercare Webshop ("Webshop"), we will fulfil your order and deliver products to you subject to these terms and conditions ("Terms and Conditions"), which are an integral and substantial part of each proposal, order and purchase order confirmation of the products.</p> <p>1.4. Information on electronic contract conclusion: The concluded contract is stored electronically, and its content can be reconstructed from the electronic correspondence sent to you. The language of the contract is Italian.</p> <p>INFORMATION ABOUT US AND HOW TO CONTACT US</p> <p>2.2. How can you contact us? You can contact our customer service team at hello@it.forhercare.com e-mail address. The customer service is available from 9:00 to 17:00 CEST on weekdays.</p> <p>OUR CONTRACT CONCLUDED WITH YOU</p> <p>3.1. How do we receive your order? We only accept orders placed via the Webshop. We do not accept orders placed by telephone, fax, e-mail or letter. Registration is not required to make a purchase. Orders can be placed in the Webshop every day between 0-24 hours, unless the Webshop is not available. By placing an order in the prescribed form, the Customer declares that has read all the information provided during the purchase process and fully accepts the general Terms and Conditions of payment set out below. Before placing a purchase order, the Customer must read these General Terms and Conditions carefully. Submission of the purchase order implies full knowledge and acceptance thereof.</p> <p>DISPATCHING THE PRODUCTS</p> <p>6.1. Shipping costs: We will charge the shipping costs as indicated on our website in relation to your order. The shipping fee applicable to the contract will be the one published on our website at the time of ordering. For Italy, this amount is: EUR [*] gross (i.e. [*] euro gross).</p> <p>OUR LIABILITY FOR LOSS OR DAMAGE SUFFERED BY YOU</p> <p>10.2. Limits on exclusion of liability: We will not exclude or limit in any way our liability to you if this would be contrary to law, or arising from our wilful misconduct or serious negligence.</p> <p>MODEL INSTRUCTIONS ON IMPLIED WARRANTY, PRODUCT WARRANTY AND GUARANTEE UNDER GOVERNMENT DECREE 45/2014 (26.II.):</p> <p>I. IMPLIED WARRANTY</p> <p>1. In which cases can the Customer exercise his/her right to an implied warranty? In the event of a defective performance by Forhercare, the Customer may assert an implied warranty claim against Forhercare in accordance with the rules of the Civil Code.</p> <p>2. What rights does the Customer have under an implied warranty claim? The Customer may, at his/her option, make the following implied warranty claims:</p> <p>Request repair or replacement, unless compliance with the option chosen by the Customer is impossible or it results in disproportionate additional cost on the part of Forhercare compared to alternative remedies. If the Customer has not requested or could not request repair or replacement, the Customer may request a pro-rata reduction of the consideration or may repair the defect by himself/herself or have it repaired by another party at Forhercare's expense or – as a last resort – may withdraw from the contract.</p> <p>The Customer may switch from the chosen implied warranty right to another, but the cost of the switch shall be borne by the Customer, unless it was justified or Forhercare gave a reason for it.</p> <p>3. What is the time limit for the Customer to exercise an implied warranty claim? The Customer must notify the defect immediately after its discovery, but in any case no later than two months after the discovery of the defect. However, we would like to draw the Customer's attention to the fact that he/she may no longer enforce his/her rights to an implied warranty claim</p>

beyond the two-year limitation period from the date of performance of the contract. Used goods will not be sold via the Webshop.

4. Against whom can the Customer enforce an implied warranty claim?

The Customer may assert an implied warranty claim against the business entity, i.e. Forhercare.

5. Are there any other conditions for enforcing an implied warranty claim?

Within six months from the date of performance, there are no conditions for enforcing an implied warranty claim other than reporting the defect, provided that the Customer proves that the product was provided by Forhercare, as a business entity. However, after six months from the date of performance, it is the Customer's responsibility to prove that the discovered defect already existed at the time of performance.

II. PRODUCT WARRANTY

1. In what cases can the Customer exercise the right to product warranty?

All products sold are covered by the manufacturer's warranty, where applicable, and the 24 months warranty for conformity defects.

In the event of a defect in a movable item (product), the Customer may, at his/her option, exercise the right under "I. Implied warranty" or a claim under the product warranty.

To benefit from the guarantee, the Consumer must keep the invoice.

2. What are the Customer's rights under a product warranty claim?

Under a product warranty claim, the Customer may only request the repair or replacement of the defective product.

3. In what cases is the product considered defective?

A product is considered defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer, provided it is used correctly and in accordance with its destination of use.

4. Against whom and under what other conditions can someone enforce a product warranty claim?

You can only enforce your product warranty claim against the manufacturer or distributor of the movable item. In order to make a product warranty claim, the burden of proving that the product is defective lies with the Customer.

5. In which cases is the manufacturer (distributor) exempted from its product warranty obligation?

The manufacturer (distributor) is only exempted from its product warranty obligation if it can prove that:

- the product was not manufactured or distributed within the scope of its business activities, or
- the defect was not recognisable given the state of scientific or technical knowledge at the time the product was placed on the market, or
- the defect in the product was caused by the application of a law or a mandatory authority provision.

The manufacturer (distributor) only needs to prove one ground for exemption.

Please note that the Customer may not make both an implied warranty claim and a product warranty claim for the same defect at the same time, in parallel. However, in the event of a successful product warranty claim, you may assert your implied warranty claim against the manufacturer with respect to the replaced product or repaired part.

III. GUARANTEE

1. In which cases can the Customer exercise his/her right to an implied warranty?

In the event of defective performance, Forhercare is obliged to provide a guarantee, in accordance with Govt. Decree 151/2003 (IX. 22.) on the mandatory guarantee for certain consumer durables.

2. What are the Customer's rights under the guarantee and within what period of time?

The guarantee period starts when the product is delivered to the Customer. The guarantee period is two years unless the manufacturer of the product provides a longer manufacturer's guarantee. A completed and stamped guarantee ticket or certificate of payment (invoice) is required for repairs under guarantee.

The guarantee applies to products that are classified as consumer durables and the value of which exceeds EUR 25.

	<p>If the Customer starts the operation of a product covered by the guarantee after six months from the date of delivery, the guarantee period starts on the date of delivery of the product. If the product is repaired, the guarantee period shall be extended from the date of delivery for repair by the time during which the Customer could not use the product as intended because of the defect.</p> <p>In the case of a defect covered by the guarantee, the Customer has the following options:</p> <ul style="list-style-type: none"> • Request repair or replacement, unless compliance with the option chosen by the Customer is impossible or it results in disproportionate additional cost on the part of Forhercare compared to alternative remedies. • If the Customer has not or could not request repair or replacement, the Customer may request a pro-rata reduction of the consideration or may repair the defect by himself/herself or have it repaired by another party at Forhercare's expense or may withdraw from the Contract if the Customer no longer has an interest in repairing or replacing the product. <p>If, during the guarantee period, in the course of the first repair of the Product by Forhercare it is found that the Product cannot be repaired, Forhercare shall replace the Product within eight days, unless otherwise provided for by the Customer. If replacement of the Product is not feasible, Forhercare shall be obliged to refund the Customer for the purchase price indicated on the certificate of payment of the purchase price of the product presented by the Customer – the invoice or receipt issued under the VAT Act – within eight days.</p> <p>If the product fails again during the guarantee period after being repaired three times – unless otherwise provided for by the Customer – and if the Customer does not request a pro-rata reduction of the purchase price pursuant to Section 6:159 (2) b) of Act V of 2013 on the Civil Code and the Customer does not wish to repair the product by himself/herself or have it repaired by another party at the expense of the business entity, Forhercare shall be obliged to replace the product within eight days from the submission of Customer's request. If replacement of the Product is not feasible, Forhercare shall be obliged to refund the consumer for the purchase price indicated on the certificate of payment of the purchase price of the product presented by the Customer – the invoice or receipt issued under the VAT Act – within eight days from the submission of Customer's request.</p> <p>If the product has not been repaired within thirty days of the date on which Forhercare is notified of the repair request, Forhercare shall – unless otherwise provided for by the Customer – replace the consumer goods within eight days of the expiry of the thirty-day period without result. If replacement of the consumer goods is not feasible, Forhercare shall be obliged to refund the Customer for the purchase price indicated on the certificate of payment of the purchase price of the consumer goods presented by the consumer – the invoice or receipt issued under the VAT Act – within eight days of the expiry of the thirty-day period without result.</p> <p>No withdrawal shall be possible on the grounds of a minor defect. The Customer may not make an implied warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time and in parallel.</p> <p>3. When is a business entity exempted from its guarantee obligation? Please note that the Customer may not make an implied warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time and in parallel; otherwise however, the Customer is entitled to the rights arising from the guarantee, irrespective of the rights set out in sections "I. Implied warranty" and "II. Product warranty".</p>
Poland	<p>SCOPE OF THESE TERMS AND CONDITIONS</p> <p>1.4. Information on electronic contract conclusion: The concluded contract is stored electronically, and its content can be reconstructed from the electronic correspondence sent to you. The contract will not be filed, and the contract concluded with you will not be considered as a written contract. The language of the contract is Polish.</p> <p>INFORMATION ABOUT US AND HOW TO CONTACT US</p> <p>2.2. How can you contact us? You can contact our customer service team at hello@pl.forhercare.com e-mail address. The customer service is available from 9:00 to 17:00 CEST on weekdays.</p> <p>DISPATCHING THE PRODUCTS</p> <p>6.1 Shipping costs: We will charge the shipping costs as indicated on our website in relation to your order. The shipping fee applicable to the contract will be the one published on our website at the time of ordering. For Poland, this amount is: EUR 3,49 gross (i.e. three euro forty-nine cents gross).</p> <p>6.4 Delivery by courier: The delivery of the ordered product is carried out by the courier indicated to you during the placement of your order.</p>

The contact and address data (name, address, telephone number) provided by you will be transmitted to the contracted courier service for the purpose of delivery through our logistics partner, in accordance with our Privacy Notice. After taking over the purchased product, the courier service will send you an e-mail informing you about the delivery, including the expected time of delivery, tracking information and the direct contact details of the courier service. You may contact the courier service for further information on delivery. After two failed attempts of delivery, we are entitled to withdraw from the contract.

COMPLAINT MANAGEMENT

11.2. Dispute resolution: If a potential dispute is not resolved through negotiations between us, you may initiate a legal procedure or, in the case of a consumer dispute, you will have options to enforce your rights through out-of-court dispute resolution.

Information about the possibility of using out-of-court procedures for handling complaints and procedures of enforcement of claims and the rules of access to these procedures is available at the offices and on the websites of district consumer ombudsmen, social organisations whose statutory tasks include protecting consumers, provincial trade inspections and on the websites of the Office of Competition and Consumer Protection:

https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php,
https://www.uokik.gov.pl/sprawy_indywidualne.php,
https://www.uokik.gov.pl/wazne_adresy.php.

MODEL INSTRUCTIONS ON IMPLIED WARRANTY, PRODUCT WARRANTY AND GUARANTEE UNDER GOVERNMENT DECREE 45/2014 (26.II.):

I. IMPLIED WARRANTY

1. In which cases can the Customer exercise his/her right to an implied warranty?

In the event of a defective performance by Forhercare, the Customer may assert an implied warranty claim against Forhercare in accordance with the rules of the Civil Code.

2. What rights does the Customer have under an implied warranty claim?

The Customer may, at his/her option, make the following implied warranty claims:

Request repair or replacement, unless compliance with the option chosen by the Customer is impossible or it results in disproportionate additional cost on the part of Forhercare compared to alternative remedies. If the Customer has not requested or could not request repair or replacement, the Customer may request a pro-rata reduction of the consideration or may repair the defect by himself/herself or have it repaired by another party at Forhercare's expense or – as a last resort – may withdraw from the contract.

The Customer may switch from the chosen implied warranty right to another, but the cost of the switch shall be borne by the Customer, unless it was justified or Forhercare gave a reason for it.

3. What is the time limit for the Customer to exercise an implied warranty claim?

The Customer must notify the defect immediately after its discovery, but in any case no later than two months after the discovery of the defect. However, we would like to draw the Customer's attention to the fact that he/she may no longer enforce his/her rights to an implied warranty claim beyond the two-year limitation period from the date of performance of the contract. Used goods will not be sold via the Webshop.

4. Against whom can the Customer enforce an implied warranty claim?

The Customer may assert an implied warranty claim against the business entity, i.e. Forhercare.

5. Are there any other conditions for enforcing an implied warranty claim?

Within six months from the date of performance, there are no conditions for enforcing an implied warranty claim other than reporting the defect, provided that the Customer proves that the product was provided by Forhercare, as a business entity. However, after six months from the date of performance, it is the Customer's responsibility to prove that the discovered defect already existed at the time of performance.

II. PRODUCT WARRANTY

1. In what cases can the Customer exercise the right to product warranty?

In the event of a defect in a movable item (product), the Customer may, at his/her option, exercise the right under "I. Implied warranty" or a claim under the product warranty.

2. What are the Customer's rights under a product warranty claim?

Under a product warranty claim, the Customer may only request the repair or replacement of the defective product.

3. In what cases is the product considered defective?

A product is considered defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.

4. What is the deadline for the Customer to submit a claim under the product warranty?

The Customer has two years from the date on which the product was placed on the market by the manufacturer to make a product warranty claim. After this period, the right to claim is lost.

5. Against whom and under what other conditions can someone enforce a product warranty claim?

You can only enforce your product warranty claim against the manufacturer or distributor of the movable item. In order to make a product warranty claim, the burden of proving that the product is defective lies with the Customer.

6. In which cases is the manufacturer (distributor) exempted from its product warranty obligation?

The manufacturer (distributor) is only exempted from its product warranty obligation if it can prove that:

- the product was not manufactured or distributed within the scope of its business activities, or
- the defect was not recognisable given the state of scientific or technical knowledge at the time the product was placed on the market, or
- the defect in the product was caused by the application of a law or a mandatory authority provision.

The manufacturer (distributor) only needs to prove one ground for exemption.

Please note that the Customer may not make both an implied warranty claim and a product warranty claim for the same defect at the same time, in parallel. However, in the event of a successful product warranty claim, you may assert your implied warranty claim against the manufacturer with respect to the replaced product or repaired part.

III. GUARANTEE

1. In which cases can the Customer exercise his/her right to an implied warranty?

In the event of defective performance, Forhercare is obliged to provide a guarantee in accordance with Govt. Decree 151/2003 (IX. 22.) on the mandatory guarantee for certain consumer durables.

2. What are the Customer's rights under the guarantee and within what period of time?

The guarantee period starts when the product is delivered to the Customer. The guarantee period is one year unless the manufacturer of the product provides a longer manufacturer's guarantee. A completed and stamped guarantee ticket or certificate of payment (invoice) is required for repairs under guarantee.

The guarantee applies to products that are classified as consumer durables and the value of which exceeds HUF 10,000.

If the Customer starts the operation of a product covered by the guarantee after six months from the date of delivery, the guarantee period starts on the date of delivery of the product. If the product is repaired, the guarantee period shall be extended from the date of delivery for repair by the time during which the Customer could not use the product as intended because of the defect.

In the case of a defect covered by the guarantee, the Customer has the following options:

- Request repair or replacement, unless compliance with the option chosen by the Customer is impossible or it results in disproportionate additional cost on the part of Forhercare compared to alternative remedies.
- If the Customer has not or could not request repair or replacement, the Customer may request a pro-rata reduction of the consideration or may repair the defect by himself/herself or have it repaired by another party at Forhercare's expense or may withdraw from the Contract if the Customer no longer has an interest in repairing or replacing the product.

If, during the guarantee period, in the course of the first repair of the Product by Forhercare it is found that the Product cannot be repaired, Forhercare shall replace the Product within eight days, unless otherwise provided for by the Customer. If replacement of the Product is not feasible, Forhercare shall be obliged to refund the Customer for the purchase price indicated on the certificate of payment of the purchase price of the product presented by the Customer – the invoice or receipt issued under the VAT Act – within eight days.

	<p>If the product fails again during the guarantee period after being repaired three times – unless otherwise provided for by the Customer – and if the Customer does not request a pro-rata reduction of the purchase price pursuant to Section 6:159 (2) b) of Act V of 2013 on the Civil Code and the Customer does not wish to repair the product by himself/herself or have it repaired by another party at the expense of the business entity, Forhercare shall be obliged to replace the product within eight days. If replacement of the Product is not feasible, Forhercare shall be obliged to refund the consumer for the purchase price indicated on the certificate of payment of the purchase price of the product presented by the Customer – the invoice or receipt issued under the VAT Act – within eight days.</p> <p>If the product has not been repaired within thirty days of the date on which Forhercare is notified of the repair request, Forhercare shall – unless otherwise provided for by the Customer – replace the consumer goods within eight days of the expiry of the thirty-day period without result. If replacement of the consumer goods is not feasible, Forhercare shall be obliged to refund the Customer for the purchase price indicated on the certificate of payment of the purchase price of the consumer goods presented by the consumer – the invoice or receipt issued under the VAT Act – within eight days of the expiry of the thirty-day period without result.</p> <p>No withdrawal shall be possible on the grounds of a minor defect. The Customer may not make an implied warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time and in parallel.</p> <p>3. When is a business entity exempted from its guarantee obligation? The business entity is only exempted from its guarantee obligation if it can prove that the cause of the defect arose after its performance.</p> <p>Please note that the Customer may not make an implied warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time and in parallel; otherwise however, the Customer is entitled to the rights arising from the guarantee, irrespective of the rights set out in sections “I. Implied warranty” and “II. Product warranty”.</p>
<p>Portugal</p>	<p>SCOPE OF THESE TERMS AND CONDITIONS</p> <p>1.4. Information on electronic contract conclusion: The concluded contract is stored electronically, and its content can be reconstructed from the electronic correspondence sent to you. The contract will not be filed, and the contract concluded with you will not be considered as a written contract. The language of the contract is Portuguese.</p> <p>INFORMATION ABOUT US AND HOW TO CONTACT US</p> <p>2.2. How can you contact us? You can contact our customer service team at hello@pt.forhercare.com e-mail address. The customer service is available from 9:00 to 17:00 CEST on weekdays.</p> <p>DISPATCHING THE PRODUCTS</p> <p>6.1 Shipping costs: We will charge the shipping costs as indicated on our website in relation to your order. The shipping fee applicable to the contract will be the one published on our website at the time of ordering. For Portugal, this amount is: EUR 6,49 gross (i.e. six and forty-nine hundredths euros gross).</p> <p>TERMINATION OF CONTRACT, RIGHT OF WITHDRAWAL</p> <p>8.4. Notice of withdrawal: If you wish to terminate your contract with us, please notify us by sending a notice to the hello@pt.forhercare.com e-mail address. Please include your name, address, details of the order and, where available, your telephone number and e-mail address for ease of identification. We will contact you via email confirming the receipt of your notice within 24 hours.</p> <p>COMPLAINT MANAGEMENT</p> <p>11.2. Dispute resolution: If a potential dispute is not resolved through negotiations between us, you may initiate a legal procedure or, in the case of a consumer dispute, you will have the following options to enforce your rights:</p> <ul style="list-style-type: none"> (a) you may lodge a complaint with the competent district office; (b) you can initiate a legal procedure before the competent alternative consumer’s dispute resolution entity. <p>11.3. Online Dispute Resolution platform: If you wish to conduct and resolve your consumer dispute online, you can do so through the Online Dispute Resolution platform at https://cec.consumidor.pt/topicos1/resolucao-de-conflitos-/apresentar-uma-reclamacao-no-cec.aspx. On the same website you can also find detailed information on the possibilities and conditions for online dispute resolution. This internet-based platform was set up by the EU for consumers who want to make a complaint about a product or service they have purchased online and would like to ask a neutral third party (dispute resolution</p>

	<p>body) to manage the complaint. For more information about the Online Dispute Resolution platform, how to use it, and how to resolve a dispute, please visit the website using the link above.</p> <p>Model instructions under Government Decree 45/2014 (26.II.) on implied warranty, product warranty and guarantee</p> <p>I. WARRANTY</p> <p>1. In which cases can the Customer exercise his/her right to a warranty? In the event of a defective performance by Forhercare, and whenever applicable considering the nature of the goods, the Customer may assert a warranty claim against Forhercare in accordance with the rules of the Hungarian Law or other applicable laws.</p> <p>2. What rights does the Customer have under a warranty claim? The Customer may, at his/her option, make the following warranty claims:</p> <p>Request repair or replacement, unless compliance with the option chosen by the Customer is impossible or it results in disproportionate additional cost on the part of Forhercare compared to alternative remedies. If the Customer has not requested or could not request repair or replacement, the Customer may request a pro-rata reduction of the consideration or, as a last resort, may withdraw from the contract.</p> <p>3. What is the time limit for the Customer to exercise a warranty claim? The Customer must notify the defect immediately after its discovery, but in any case, no later than two years from the delivery of the product and in any case no later than three years, provided that in the case of three years, the Customer should prove that the lack of conformity existed on the date of delivery of the good. Used goods will not be sold via the Webshop.</p> <p>4. Against whom can the Customer enforce a warranty claim? The Customer may assert a warranty claim against the business entity, i.e. Forhercare.</p> <p>5. Are there any other conditions for enforcing a warranty claim? Yes. Following the two years from delivery of the goods for exercising the warranty claim, the assumption that the defect existed at the time of delivery seizes. Therefore, if the Customer exercises the warranty claim after two years, the Customer should prove that the defect of the product existed at the time of delivery.</p>
Slovakia	<p>SCOPE OF THESE TERMS AND CONDITIONS</p> <p>1.4. Information on electronic contract conclusion: The concluded contract is stored electronically, and its content can be reconstructed from the electronic correspondence sent to you. The language of the contract is Slovak.</p> <p>INFORMATION ABOUT US AND HOW TO CONTACT US</p> <p>2.1. Who are we? The service provider of this Webshop and the seller is <i>Forhercare Korlátolt Felelősségű Társaság</i> (hereinafter: "we" or "Forhercare", court of registration: Fővárosi Törvényszék Cégbírósága; Company registration number: Cg. 01-09-356668; registered office: 1091 Budapest, Üllői út 105.; Tax number: 27912162-2-43). We have not signed up to a code of conduct. Our web hosting provider is KMAK Kelet-Magyarországi Adatközpont Kft. (registered office: 5071 Besenyszög, Táncsics Mihály út 10., Cg. 16-09-015111; contact details: support@kmac.hu). We are supervised in Slovakia by Slovenská obchodná inšpekcia, Ústredný inšpektorát Slovenskej obchodnej inšpekcie, info@soj.sk, P. O. BOX 29, Bajkalská 21/A, 827 99 Bratislava, Slovakia and in Hungary by Fővárosi Törvényszék Cégbírósága, 1055 Hungary, Budapest, Markó u. 27., phone number: +36 1 354 6000.</p> <p>2.2. How can you contact us? You can contact our customer service team at hello@sk.forhercare.com e-mail address. The customer service is available from 9:00 to 17:00 CEST on weekdays.</p> <p>DISPATCHING THE PRODUCTS</p> <p>6.1 Shipping costs: We will charge the shipping costs as indicated on our website in relation to your order. The shipping fee applicable to the contract will be the one published on our website at the time of ordering. For Slovakia, this amount is: EUR 3,49 gross (i.e. three euro and forty-nine cents gross).</p> <p>TERMINATION OF CONTRACT, RIGHT OF WITHDRAWAL</p> <p>8.4. Notice of withdrawal: If you wish to terminate your contract with us, please notify us by sending a notice to the hello@sk.forhercare.com e-mail address. Please include your name, address, details of the order and, where available, your telephone number and e-mail address for ease of identification or you may also use the draft Declaration of withdrawal, which is attached as Annex 2 to this document.</p>

COMPLAINT MANAGEMENT

11.2. Dispute resolution: If a potential dispute is not resolved through negotiations between us, you may initiate a legal procedure or, in the case of a consumer dispute, you will have the following options to enforce your rights:

- (a) you can initiate a legal procedure before the competent conciliation board <https://esc-sr.sk/> ; or
- (b) resolve the dispute through the designated Online Dispute Resolution platform. ([//webgate.ec.europa.eu/odr](https://webgate.ec.europa.eu/odr)).

11.3. Online Dispute Resolution platform: If you wish to conduct and resolve your consumer dispute online, you can do so through the Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>. On the same website you can also find detailed information on the possibilities and conditions for online dispute resolution. This internet-based platform was set up by the EU for consumers who want to make a complaint about a product or service they have purchased online and would like to ask a neutral third party (dispute resolution body) to manage the complaint. For more information about the Online Dispute Resolution platform, how to use it, and how to resolve a dispute, please visit the website using the link above.

Model instructions on implied warranty, product warranty and guarantee under Government Decree 45/2014 (26.II.):

I. IMPLIED WARRANTY

1. In which cases can the Customer exercise his/her right to an implied warranty?

In the event of a defective performance by Forhercare, the Customer may assert an implied warranty claim against Forhercare in accordance with the rules of the Civil Code.

2. What rights does the Customer have under an implied warranty claim?

The Customer may, at his/her option, make the following implied warranty claims:

Request repair or replacement, unless compliance with the option chosen by the Customer is impossible or it results in disproportionate additional cost on the part of Forhercare compared to alternative remedies. If the Customer has not requested or could not request repair or replacement, the Customer may request a pro-rata reduction of the consideration or may repair the defect by himself/herself or have it repaired by another party at Forhercare's expense or – as a last resort – may withdraw from the contract.

The Customer may switch from the chosen implied warranty right to another, but the cost of the switch shall be borne by the Customer, unless it was justified or Forhercare gave a reason for it.

3. What is the time limit for the Customer to exercise an implied warranty claim?

The Customer must notify the defect immediately after its discovery, but in any case no later than two months after the discovery of the defect. However, we would like to draw the Customer's attention to the fact that he/she may no longer enforce his/her rights to an implied warranty claim beyond the two-year limitation period from the date of performance of the contract. Used goods will not be sold via the Webshop.

4. Against whom can the Customer enforce an implied warranty claim?

The Customer may assert an implied warranty claim against the business entity, i.e. Forhercare.

5. Are there any other conditions for enforcing an implied warranty claim?

Within six months from the date of performance, there are no conditions for enforcing an implied warranty claim other than reporting the defect, provided that the Customer proves that the product was provided by Forhercare, as a business entity. However, after six months from the date of performance, it is the Customer's responsibility to prove that the discovered defect already existed at the time of performance.

II. PRODUCT WARRANTY

1. In what cases can the Customer exercise the right to product warranty?

In the event of a defect in a movable item (product), the Customer may, at his/her option, exercise the right under "I. Implied warranty" or a claim under the product warranty.

2. What are the Customer's rights under a product warranty claim?

Under a product warranty claim, the Customer may only request the repair or replacement of the defective product.

3. In what cases is the product considered defective?

A product is considered defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.

4. What is the deadline for the Customer to submit a claim under the product warranty?

The Customer has two years from the date on which the product was placed on the market by the manufacturer to make a product warranty claim. After this period, the right to claim is lost.

5. Against whom and under what other conditions can someone enforce a product warranty claim?

You can only enforce your product warranty claim against the manufacturer or distributor of the movable item. In order to make a product warranty claim, the burden of proving that the product is defective lies with the Customer.

6. In which cases is the manufacturer (distributor) exempted from its product warranty obligation?

The manufacturer (distributor) is only exempted from its product warranty obligation if it can prove that:

- the product was not manufactured or distributed within the scope of its business activities, or
- the defect was not recognisable given the state of scientific or technical knowledge at the time the product was placed on the market, or
- the defect in the product was caused by the application of a law or a mandatory authority provision.

The manufacturer (distributor) only needs to prove one ground for exemption.

Please note that the Customer may not make both an implied warranty claim and a product warranty claim for the same defect at the same time, in parallel. However, in the event of a successful product warranty claim, you may assert your implied warranty claim against the manufacturer with respect to the replaced product or repaired part.

III. GUARANTEE

1. In which cases can the Customer exercise his/her right to an implied warranty?

In the event of defective performance, Forhercare is obliged to provide a guarantee in accordance with Govt. Decree 151/2003 (IX. 22.) on the mandatory guarantee for certain consumer durables.

2. What are the Customer's rights under the guarantee and within what period of time?

The guarantee period starts when the product is delivered to the Customer. The guarantee period is one year unless the manufacturer of the product provides a longer manufacturer's guarantee. A completed and stamped guarantee ticket or certificate of payment (invoice) is required for repairs under guarantee.

The guarantee applies to products that are classified as consumer durables and the value of which exceeds HUF 10,000.

If the Customer starts the operation of a product covered by the guarantee after six months from the date of delivery, the guarantee period starts on the date of delivery of the product. If the product is repaired, the guarantee period shall be extended from the date of delivery for repair by the time during which the Customer could not use the product as intended because of the defect.

In the case of a defect covered by the guarantee, the Customer has the following options:

- Request repair or replacement, unless compliance with the option chosen by the Customer is impossible or it results in disproportionate additional cost on the part of Forhercare compared to alternative remedies.
- If the Customer has not or could not request repair or replacement, the Customer may request a pro-rata reduction of the consideration or may repair the defect by himself/herself or have it repaired by another party at Forhercare's expense or may withdraw from the Contract if the Customer no longer has an interest in repairing or replacing the product.

If, during the guarantee period, in the course of the first repair of the Product by Forhercare it is found that the Product cannot be repaired, Forhercare shall replace the Product within eight days, unless otherwise provided for by the Customer. If replacement of the Product is not feasible, Forhercare shall be obliged to refund the Customer for the purchase price indicated on the certificate of payment of the purchase price of the product presented by the Customer – the invoice or receipt issued under the VAT Act – within eight days.

	<p>If the product fails again during the guarantee period after being repaired three times – unless otherwise provided for by the Customer – and if the Customer does not request a pro-rata reduction of the purchase price pursuant to Section 6:159 (2) b) of Act V of 2013 on the Civil Code and the Customer does not wish to repair the product by himself/herself or have it repaired by another party at the expense of the business entity, Forhercare shall be obliged to replace the product within eight days. If replacement of the Product is not feasible, Forhercare shall be obliged to refund the consumer for the purchase price indicated on the certificate of payment of the purchase price of the product presented by the Customer – the invoice or receipt issued under the VAT Act – within eight days.</p> <p>If the product has not been repaired within thirty days of the date on which Forhercare is notified of the repair request, Forhercare shall – unless otherwise provided for by the Customer – replace the consumer goods within eight days of the expiry of the thirty-day period without result. If replacement of the consumer goods is not feasible, Forhercare shall be obliged to refund the Customer for the purchase price indicated on the certificate of payment of the purchase price of the consumer goods presented by the consumer – the invoice or receipt issued under the VAT Act – within eight days of the expiry of the thirty-day period without result.</p> <p>No withdrawal shall be possible on the grounds of a minor defect. The Customer may not make an implied warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time and in parallel.</p> <p style="text-align: center;">3. When is a business entity exempted from its guarantee obligation?</p> <p>The business entity is only exempted from its guarantee obligation if it can prove that the cause of the defect arose after its performance.</p> <p>Please note that the Customer may not make an implied warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time and in parallel; otherwise however, the Customer is entitled to the rights arising from the guarantee, irrespective of the rights set out in sections "I. Implied warranty" and "II. Product warranty".</p>
Spain	<p>SCOPE OF THESE TERMS AND CONDITIONS</p> <p>1.4. Information on electronic contract conclusion: The concluded contract is stored electronically, and its content can be reconstructed from the electronic correspondence sent to you. The contract will not be filed, and the contract concluded with you will not be considered as a written contract. The language of the contract is Spanish.</p> <p>INFORMATION ABOUT US AND HOW TO CONTACT US</p> <p>2.2. How can you contact us? You can contact our customer service team at hello@es.forhercare.com e-mail address. The customer service is available from 9:00 to 17:00 CEST on weekdays.</p> <p>OUR CONTRACT CONCLUDED WITH YOU</p> <p>3.7. Coupons: You have the option to enter and validate a coupon code if you have one. The discount provided by the coupon will be deducted from the total amount of the order before taxes, if any. We will verify the coupon code, and we are entitled to refuse to validate it if invalid. It is your sole responsibility to provide a valid coupon code.</p> <p>DISPATCHING THE PRODUCTS</p> <p>6.1 Shipping costs: We will charge the shipping costs as indicated on our website in relation to your order. The shipping fee applicable to the contract will be the one published on our website at the time of ordering. For Spain, this amount is: EUR 6,99 gross (i.e. six euro ninety nine cents gross).</p> <p>6.4. Delivery by courier: The delivery of the ordered product is carried out by the courier indicated to you during the placement of your order.</p> <p>The contact and address data (name, address, telephone number) provided by you will be transmitted to the contracted courier service for the purpose of delivery through our logistics partner, in accordance with our Privacy Notice. After taking over the purchased product, the courier service will send you an e-mail informing you about the delivery, including the expected time of delivery, tracking information and the direct contact details of the courier service. You may contact the courier service for further information on delivery. After two failed attempts of delivery, we are entitled to withdraw from the contract.</p> <p>COMPLAINT MANAGEMENT</p> <p>11.2. Dispute resolution: If a potential dispute is not resolved through negotiations between us, you may initiate a legal procedure or, in the case of a consumer dispute, you will have the following options to enforce your rights:</p>

- (a) you may lodge a complaint with the competent local or regional authorities of your domicile;
- (b) you can initiate a legal procedure before the competent courts.

MODEL INSTRUCTIONS ON PRODUCT WARRANTY UNDER SPANISH ROYAL LEGISLATIVE DECREE 1/2007, ON DEFENCE OF CONSUMERS AND USERS AND OTHER COMPLEMENTARY LAWS

I. PRODUCT WARRANTY

1. In what cases can the Customer exercise the right to product warranty?

In the event of a defect in a movable item (product), the Customer may, at his/her option, exercise the right under "I. Implied warranty" or a claim under the product warranty.

2. What are the Customer's rights under a product warranty claim?

Under a product warranty claim, the Customer may only request the repair or replacement of the defective product.

3. In what cases is the product considered defective?

A product is considered defective if it does not meet the quality requirements in force when it was placed on the market or delivered to Customer, or if it does not have the characteristics described by the manufacturer according to article 115 of Royal Legislative Decree 1/2007 on consumer protection.

4. What is the deadline for the Customer to submit a claim under the product warranty?

The Customer has three years from the date on which the product was delivered to Customer to make a product warranty claim. After this period, the right to claim is lost. This period is limited to two years in those products with digital elements, as defined by Directive EU, 2019/770, on certain aspects concerning contracts for the supply of digital content and digital services and Directive EU 2019/771, on certain aspects concerning contracts for the sale of goods.

5. Against whom and under what other conditions can someone enforce a product warranty claim?

You can only enforce your product warranty claim against the manufacturer or distributor of the movable item. In order to make a product warranty claim, the burden of proving that the product is defective lies with the Customer.

6. What are the Customer's rights under the guarantee and within what period of time?

In the case of a defect, the Customer has the following options:

- Request repair or replacement, unless compliance with the option chosen by the Customer is impossible or it results in disproportionate additional cost on the part of Forhercare compared to alternative remedies.
- If the Customer has not or could not request repair or replacement, or this option is impossible or results in disproportionate additional cost to Forhercare, the Customer may request a pro-rata reduction of the consideration or may repair the defect by himself/herself or have it repaired by another party at Forhercare's expense or may withdraw from the Contract if the Customer no longer has an interest in repairing or replacing the product.

If, during the warranty period, in the course of the first repair of the Product by Forhercare it is found that the Product cannot be repaired, Forhercare shall replace the Product within eight days, unless otherwise provided for by the Customer. If replacement of the Product is not feasible, Forhercare shall be obliged to refund the Customer for the purchase price indicated on the certificate of payment of the purchase price of the product presented by the Customer – the invoice or receipt issued under the VAT Act – within eight days.

If the product fails again during the warranty period after being repaired once – unless otherwise provided for by the Customer – and if the Customer does not request a pro-rata reduction of the purchase price pursuant to article 119 bis of Royal Legislative Decree 1/2007, on consumer protection, and the Customer does not wish to repair the product by himself/herself or have it repaired by another party at the expense of the business entity, Forhercare shall be obliged to replace the product within eight days. If replacement of the Product is not feasible, Forhercare shall be obliged to refund the consumer for the purchase price indicated on the certificate of payment of the purchase price of the product presented by the Customer – the invoice or receipt issued under the VAT Act – within eight days.

If the product has not been repaired within thirty days of the date on which Forhercare is notified of the repair request, Forhercare shall – unless otherwise provided for by the Customer – replace the consumer goods within eight days of the expiry of the thirty-day period without result. If replacement of the consumer goods is not feasible, Forhercare shall be obliged to refund the

Customer for the purchase price indicated on the certificate of payment of the purchase price of the consumer goods presented by the consumer – the invoice or receipt issued under the VAT Act – within eight days of the expiry of the thirty-day period without result.

No withdrawal shall be possible on the grounds of a minor defect.

7. Are there any other conditions for enforcing a warranty claim?

Within two years from the date of delivery, there are no conditions for enforcing a warranty claim other than reporting the defect, provided that the Customer proves that the product was provided by Forhercare, as a business entity. However, this period, it is the Customer's responsibility to prove that the discovered defect already existed at the time of performance. In case of products with digital elements, this period is limited to one year. Note that, in both cases, proof to the contrary is permitted.

8. In which cases is the manufacturer (distributor) exempted from its product warranty obligation?

The manufacturer (or distributor) is only exempted from its product warranty obligation if it can prove that:

- the product was not manufactured or distributed within the scope of its business activities, or
- the defect was not recognisable given the state of scientific or technical knowledge at the time the product was placed on the market,
- the defect in the product was caused by the application of a law or a mandatory authority provision; or
- that the cause of the defect arose after Forhercare performance.

The manufacturer (or distributor) only needs to prove one ground for exemption.