

## **TERMS AND CONDITIONS FOR THE HAPPY SMILE SHOP**

**BEFORE YOU ENTER ANY AGREEMENT, PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. IN CASE OF ANY QUESTIONS OR DOUBTS, PLEASE CONTACT US AT THE FOLLOWING E-MAIL ADDRESS: [info@happysmile-shop.com](mailto:info@happysmile-shop.com)**

### **Online shop Terms and Conditions**

The HAPPY SMILE Online shop is operated by the Drhamhil Corp. Marbella, 57th West Street No 9, City of Panama, Panama

#### **1. General provisions**

1. The Drhamhil Corp. Marbella company conducts sales of products over the Internet through the product website.
2. Orders can be submitted only by persons aged 18 or due to a legal guardian.
3. All the products offered in the store are factory new and have a manufacturer's guarantee valid on the territory of Panama.
4. All prices indicated for products available via the site are inclusive of tax.
5. The stated price of each product is valid from the moment of order confirmation. The price binds both the customer and the vendor, the Drhamhil Corp. Marbella Company.
6. The Drhamhil Corp. Marbella company reserves the right to: change prices of products offered, excluding situation mentioned in the 5. paragraph, introduce new products to the offer, perform and cancel promotional campaigns and sales on the website or making amendments in them.
7. A proof of purchase is provided with each order (receipt or invoice).
8. The sales contract is concluded in accordance with Panama law.

#### **§2. Placing orders and payments**

1. In order to conclude a contract of sale via the online shop, enter the product website and select a product by following the technical steps basing on the displayed messages and the information available on the website.
2. Orders can be placed by:
  - a) on the website - 24h;
  - b) e-mail (preferred in case of individual orders) – 24h;
  - c) sending order to an address [info@happysmile-shop.com](mailto:info@happysmile-shop.com) – 24h;
3. The shop confirms receiving the order by e-mail or by the phone within 24 hours from its receipt, while reserving the right to withdraw from the sales contract within 5 working days from the date, when the order was placed by the customer.
4. Submitting the order to fulfilment commences after confirmation of customer's personal data and; in case of cash on delivery payment method – after receiving the information about placing an order, or in case of bank transfer payments – after receiving a payment to the bank account.
5. The customer can select following payment methods: a) cash on delivery b) bank transfer.
6. If, after placing an order, it turns out that ordered product is currently not available, the customer will be informed about it immediately by e-mail or phone. In case of such a situation the customer shall take a decision on its fulfilment (prolonging waiting time or cancelling the order).
7. The purchaser can cancel the order or perform its alteration until the moment of dispatch.
8. The moment of phone or e-mail order confirmation is the last opportunity to correct mistakenly entered personal data or incorrectly placed order by the customer.
9. If the receipt or the invoice contains any incorrect data, the purchaser is, according to the Decree of the Minister of Finances, obliged to issue a corrective note. Utter change of purchaser's data is not possible.

### **§3. Cost and time of delivery**

1. The shop delivers products to the purchaser by the transport company.
2. The shop does not make it available to collect orders in person.
3. The purchaser is obliged to collect ordered goods and settle the payment for ordered goods in accordance to selected payment method.

### **§4. Warranty claims and returns**

1. Damaged or defective product should be returned to the address of the company with a “return” annotation.
2. After receiving the parcel and accepting the warranty claim the cost of the returned product is withdrawn. Each warranty claim is examined within 14 working days from the date of its receipt. Any faulty product will be exchanged for a product of full value. If an exchange is not possible, the shop will return the purchaser the equivalent price of the product and the shipment cost or offer a different product.
3. The purchaser may withdraw from the contract and cancel the purchase for any reason within 14 days from the moment of delivery receipt, among others on the basis of ready-to-use withdrawal form. Returned product must be accompanied by a written statement of withdrawal. The shop guarantees repayment of the amount equal to the price of the goods to the customer within 10 working days by bank transfer on account specified by the buyer along with any fees, including delivery cost. Note, that if the purchaser selected other delivery method than the cheapest ordinary shipment method offered by the shop, only the cost of the cheapest ordinary delivery method will be returned.
4. A customer is obliged to send the product fully intact as well as a receipt confirming the purchase of the product (a receipt or an invoice), and filled withdrawal form to the following address:  
PLT Group Warehouse  
Poland  
Graniczna 17  
26-600 Radom

### **§5. Privacy Policy and personal data protection**

1. The purchaser agrees to processing and use of his or her personal data for the purpose of fulfilment of orders placed in the online store as well as delivery of electronic marketing consignments, so called “newsletters”.
2. The purchaser agrees to professing and use of his or her personal data in the form of an e-mail address for the purpose of filling a survey with an opinion of the transaction made in the store in accordance with the Law.
3. Personal data stored in the store database are collected with due diligence and adequately protected against access by unauthorised persons and companies. The controller of personal data is Drhamhil Corp. Marbella.
4. The purchaser has the right to insight into his or her data, to correct them and demand their removal from the store database.
5. Product website uses cookies. These files are stored on the customer’s computer and provide statistical data about his or her activity for the purpose of adjusting our offer to the customer’s individual needs and taste. The customer can disable cookies anytime in the web browser. More information about cookies is available under <http://www.allaboutcookies.org>

### **§6. Final provisions**

1. All the information, product photos and trademarks are protected by the copyright law. It is forbidden to copy, redistribute and use them for commerce or presentation purposes without authorisation.
2. All contentious issues are brought to resolution with seller and buyer consensus. If an agreement

is not possible, issues shall be resolved by an appropriate court.

3. By placing an order the customer confirms acceptance of the provisions of these regulations.

4. The information provided on product website do not constitute an offer within the meaning of the Civil Code.

5. In matters not regulated by these Terms and Conditions, the provisions of the Law on Electronic Services, the Law on Consumer Rights, the Law on Protection of Personal Data, the Law on Copyright and Related Rights, the Civil Code and other mandatory provisions of Polish Law apply.

6. Care for consumer rights is one of the priorities of the Company. Hence, the provisions of these Terms and Conditions are not intended to exclude or restrict any of rights consumers are entitled to under the mandatory provisions of the law, and any possible doubts shall be explained in favour of the consumer. In the event of any inconsistencies between these Terms and Conditions and the acts listed above, the provision of the Law on Consumer Rights shall prevail and are to be applied.

WITHDRAWAL FORM

(complete and return this form only if you wish to withdraw from the contract)

- To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]

- I/We(\*) hereby notify that I/we withdraw from the contract of sale of the following goods (\*)/for the supply of the following goods (\*)/ consisting in producing following goods (\*)/ for the provision of the following service (\*),

- Ordered on (\*)/received on (\*),

- Name of consumer(s), - Address of consumer(s),

- Signature of consumer(s) (only if this form is notified on paper),

- Date

(\*) Delete as appropriate

WARRANTY CLAIM (MODEL)

Place ..... Date .....

Product model or description

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Number of receipt / invoice

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Consumer information :

Name

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Address

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Username ( login)

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Phone number

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E-mail address

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Warranty claim: Description of the defect

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Consumer's signature

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