



## 1. Scope

These General Terms and Conditions of Sale apply, without restrictions or reservations, to all sales between V-VEIL-UP PRODUCTION srl. ("VVUP"), with its registered office in 24A Profesor Ion Angelescu Street, Pitești, Argeș, Romania (Registration No. with the Argeș Trade Register J03/431/31.01.2019, CUI 40540913 and VAT code RO40540913 and buyers natural and legal persons who want to buy the products offered for sale by VVUP on its website <http://www.v-veil-up-production.com>, namely a full range of facial protection. Placing an order with VVUP directly by email or telephone represents the full and complete adherence and acceptance of these General Terms and Conditions of Sale, a fact expressly acknowledged by the Customer, who waives, in particular, to avail themselves of any document to the contrary which would not be opposable to VVUP.

These General Terms and Conditions of Sale are accessible at any time on this website (<http://www.v-veil-up-production.com>) and will prevail, as the case may be, over any previous version or over any other contradictory document. The customer has the option to save, edit or copy these general terms, provided that saving, editing and copying of this document are their sole responsibility, while these general terms and conditions of sale may be subject to subsequent amendments. In this case, the applicable conditions will be those in force on the date of the order.

The amendments to these General Terms and Conditions of Sale are opposable to the users of the website from the time they are posted online and may not apply to previously made transactions.

## 2. Orders

The customer will select on the website the Products they want to order, according to the following methods:

### 2.1. Website browsing

The customer can get acquainted with the various Products offered for sale by VVUP on its website. The customer can browse freely on the different pages of the website, without being bound by an order. The Products will be available within the limits of their production.

### 2.2. Registration of an order

If the Customer wants to place an order, he has two options:

- he either downloads the order form by clicking on "download the order form" and obtains the data sheet, information on prices and conditions, as well as the order form itself. Fills in the information provided and proceeds as indicated in Section 2.3. herein.
- or he opens online the pdf file and obtains the data sheet, information on prices and conditions, as well as the order form itself. Fills in the online order form and proceeds as indicated in Section 2.3. herein.
- In both cases the following information must be provided:

- Information on the BILLING section

1. In the case of a legal person, the following must be indicated:

- A. Company name, address, zip code, place, county, country, VAT no., Unique Registration Code (CUI)
- B. Contact person: Surname, first name, telephone, mobile phone, email, personal number (CNP)

2. In the case of a natural person, the following must be indicated:

- A. Contact person: surname, first name, mobile phone, email, personal number (CNP)

- Information on the DELIVERY section

1. In the case of a legal person, the following must be indicated:

- A. Delivery address: address, zip code, place, county
- B. Contact person: First name or surname, mobile phone

2. In the case of a natural person, the following must be indicated:

- A. Delivery address: address, zip code, place, county
- B. Contact person: First name or surname, mobile phone

- Information on the YOUR ORDER section Please indicate:

- a. product reference (see Prices & conditions)
- b. unit price
- c. unit amount of masks

- Information on the LEGAL INFORMATION section

The customer acknowledged the conditions included in this section and the general terms and conditions of sale available on the company's website: [www.v-veil-up-production.com](http://www.v-veil-up-production.com)

### 2.3. Sending the order

After completing the order form with all the required information, if the document has been downloaded, the customer will send it by email to the address indicated in the order form and, if the document has been opened online and completed accordingly, the customer will press "send" to automatically send the order form to the VVUP customer service.

Sending the order form represents the firm and explicit acceptance of the general term and conditions of sale and all other conditions indicated in the order form, in the data sheet and in the Price & Conditions schedule, including the amount of the advance payment.

### 2.4. The Customer:

will receive from the VVUP customer service a confirmation email regarding the conditions and terms of delivery of the order, as well as a proforma invoice containing the details of the order form and the amount of the advance payment. The proforma invoice includes all the essential order information, namely: the invoicing information described above and provided in the order form, the delivery information described above and provided in the order form, product code, unit price, percentage of advance payment, quantity, total price without VAT, VAT value, amount



including VAT, delivery time, possible delivery costs, as well as information on the payment of the amount, namely the bank account, the reference for payment, as well as the payment term.

Payment of the proforma invoice represents the final validation of the order. Any order that will not be followed by the payment of the proforma invoice within the indicated deadlines will be automatically cancelled.

### 2.5 General information

Unless proven otherwise, the data provided by the customer and held by VVUP is proof of all transactions. In any case, VVUP reserves the right to refuse any order without having to give a reason.

### 3. Availability of the Products

The Product Offers proposed on the website are only valid within the indicated delivery times. If a Product is unavailable after the order is placed by the Customer, VVUP undertakes to inform him at least 5 days before the initially agreed delivery date and to indicate the waiting time for receipt of the ordered Product. If the Customer wishes, he can request the cancellation of the order and the refund of the advance paid within 30 calendar days from the cancellation.

### 4. Rates

The products are sold at the rates in force that appear on the site, on the date of registration of the order by VVUP. Prices are expressed in Euro without VAT. They do not include shipping, transport and delivery costs, which are additionally charged. VVUP reserves the right to alter the rates at any time.

The transport costs will be due to the company providing the transport services at the time of delivery of the products to the customer. The invoices are expressed in RON at the EUR/RON exchange rate published by the BNR on the invoice date.

VVUP draws up a fiscal invoice, which it sends to the Client 3 working days before the scheduled delivery date and which will include the rest due for payment after deducting the amount previously paid according to the proforma invoice. Full payment must be made after delivery of the order. VVUP will not be obliged to proceed with the delivery of the Products ordered by the Customer if he does not pay the full price under the conditions indicated above. The payments made by the Client will not be considered final until after the actual collection of the amounts due to VVUP.

### 5. Payment Terms

The customer will pay the price partially or in full within the payment term indicated in the proforma invoice, exclusively by bank transfer to the VVUP account indicated in the proforma invoice.

Also, the payment amount indicated in the final fiscal invoice must be paid within the payment term indicated in this fiscal invoice, exclusively by bank transfer, to the VVUP account indicated in the invoice.

### 6. Delivery

VVUP undertakes to deliver the Products ordered and paid for by the Customer within the term provided in the order form. However, if a Product is unavailable after the order is placed by the Customer, VVUP undertakes to inform him at least 5 days before the initially agreed delivery date and to indicate the waiting time for receipt of the ordered Product. If the Customer wishes, he can request the cancellation of the order and the refund of the advance paid within 30 days or can accept a new delivery time for his order. The customer has the obligation to check the condition of the delivered Products. He has at his disposal the legal term in force in Romania at the time of the order, starting from the delivery, in order to file a written complaint for the non-conformity or apparent vices of the delivered Products, together with all the corresponding justifications. After this period and if these formalities have not been complied with, the Products will be considered compliant and free from any apparent defects and VVUP can no longer validly accept any claim. The VVUP will replace as soon as possible and at its own expense the delivered Products whose apparent vices or flaws of conformity have been duly proved by the Customer.

### 7. Transfer of Ownership - Risk Transfer

The transfer of ownership over the VVUP Products for the benefit of the Client will be made only after the full payment of the price by the latter, regardless of the delivery date of the Products in question.

### 8. Right of withdrawal

The customer has at his disposal the withdrawal period provided by law, in force in Romania at the time of the order, starting from the delivery of the Products, to return them to VVUP for exchange or refund, provided that the Products are returned in the original packaging, sealed and in perfect condition and have been stored in accordance with the requirements of the product, at the following address:

V-VEIL-UP PRODUCTION srl  
24A Profesor Ion Angelescu Street,  
Pitești, Argeș,  
Romania  
Customer Service  
[adm1@vvup.org](mailto:adm1@vvup.org)

Damaged, dirty or incomplete items will not be accepted. The return costs are the sole responsibility of the Customer. The shipment of the Product must be accompanied by a copy of the fiscal invoice. The exchange (subject to availability) or refund will be made within 30 days of receipt by VVUP of items returned by the Customer.

### 9. Obligations of the Customer

The VVUP reminds you that non-emancipated minors cannot contract. Therefore, orders for minors must be placed by the holder of parental authority. The customer must use the Products according to the information sheet, which is shipped with the Products.

### 10. VVUP Responsibility - Guarantee



The Customer is solely responsible for the choice of Products, their storage and use.

The products supplied by VVUP benefit, according to the legal provisions, from a guarantee against hidden vices resulting from a material, design or manufacturing flaw and which affect the Products delivered and make them unsuitable for use.

The product is used at the user's own risk. The seller makes no claim to cure or provide effective protection to the user of the product against COVID-19 or against any other type of virus and related to the potential consequences for the users' health. The buyer waives any right to sue the company for any reason following the purchase of the products, except for the flaws mentioned above. Any warranty is excluded in the event of misuse, negligence or improper storage by the Customer and, in the event of force majeure, VVUP warranty is limited to the replacement or refund of non-conform or flawed Products. In order to capitalize on his rights, the Customer will have, under the sanction of forfeiture of any related action, to inform VVUP in writing about the existence of vices within the legal term in force in Romania at the time of the order.

VVUP will replace the Products considered flawed. Photographs and illustrations that accompany the Products on the website have no contractual value and will not engage the responsibility of VVUP. VVUP will not be held liable or culpable if it fails to provide proof that any delay or non-performance is due to the occurrence of a force majeure case usually recognised by Romanian jurisprudence or which is attributable to the Customer or to an irreversible and insurmountable act of a third party to the contract.

#### 11. Information and freedoms

It is reminded that the personal data requested to the Customer are necessary for the processing of the order /data. The customer has, in accordance with the national and European regulations in force, a right of permanent access, modification, rectification and opposition to the information concerning him, by sending a written request to:

V-VEIL-UP PRODUCTION SRL

Customer Service

24A Profesor Ion Angelescu Street,

Pitești, Argeș, Romania

or at the email address: [adm1@vvup.org](mailto:adm1@vvup.org)

The Customer's personal data may be used for the purposes of commercial prospecting by electronic means, by VVUP or its partner companies, subject to obtaining the prior and express consent of the Customer.

#### 12. Intellectual property

The content of the website is the property of VVUP and its partners and is protected by French and international intellectual property laws. Any reproduction, in whole or in part, of this content is strictly prohibited and may constitute a counterfeiting offense. In addition, VVUP remains the owner of all intellectual property rights over inventions, studies, designs, models, prototypes, etc. in connection with the Products. Therefore, the Client is forbidden to make any reproduction or exploitation of the respective inventions, studies, designs, prototypes, etc.

#### 13. Partial nullity

If one or more provisions of these general conditions are considered null and void or declared to be so under a law, regulation or final decision of a competent court, the remaining provisions will preserve all their force and scope.

#### 14. Entire Agreement

These general terms and conditions of sale and the summary of the order sent to the Customer form a contractual aggregate and constitute the entirety of the contractual relations between the Parties.

#### 15. Force Majeure

The SELLER shall not be liable for any loss, damage or delay resulting from its (or its subcontractors') impossibility to carry out their normal business due to causes beyond their reasonable control including, without limitation, natural disasters, acts or omissions of the BUYER, actions of civil or military authorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transport, embargo.

In the event of such a delay, the deadlines for fulfilling the Seller's obligations will be extended for a reasonable period of time necessary to him to compensate for the delay.

#### 16. Export control

Products and associated materials supplied or licensed for sale may be subject to various export laws and regulations. It is the responsibility of the exporter to meet all the requirements of these laws and regulations in force. If local laws require an export authorisation for the export or re-export of any Product, delivery may not be made until the export authorisation has been obtained, regardless of the promised delivery date. If any application for an export authorisation is rejected, SELLER will be relieved of any other obligation with respect to the sale and/or license and delivery of the Product(s) subject to such rejection and of any liability towards the BUYER or any third party. The SELLER will not comply with the boycott requests except in cases regulated by EU/local laws.

#### 17. Disputes and Applicable Law

The parties shall endeavour in good faith to resolve any dispute that appears by negotiations between the representatives of the parties authorised to settle the dispute. In the event of failure, the parties shall continue in good faith to settle the dispute through mediation by a neutral third party, the costs and fees of the mediation being equally covered by the parties. Any dispute that is not resolved through negotiation or mediation may be submitted for settlement to the Arbitration Court next to the Argeș Chamber of Commerce, Industry and Agriculture in accordance with the above terms and conditions. These procedures are exclusive procedures for resolving all disputes between the parties, the law applicable to these procedures is the Romanian law and the award of arbitration will be final and binding on both parties.



GENERAL TERMS AND CONDITIONS OF SALE OF  
V-VEIL-UP PRODUCTION S.R.L.

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Date: 30.04.2020  
Review: A

**APPROVAL**

Date: 30.04.2020  
Title: DIRECTOR  
Approval: YES

**CHANGE LOG**

<i>Revision</i>	<i>Date</i>	<i>Object</i>	<i>Edited</i>	<i>Approval</i>
A	30.04.2020	Creation		YES