

Terms and conditions

Site information

We recommend that you carefully read the terms and conditions for the proper use of the healthandbeauty.ro website

The healthandbeauty.ro website operates in accordance with the legal provisions of the Romanian state, being operated by S.C. VOLTNET SOFTWARE S.R.L., CUI 14709658, J08/776/2002 with its registered office in Sacele, Str. Valea larga No. 10, 505600, Brasov.

Visiting and/or ordering products from this site implies acceptance of the terms and conditions below. If you have any questions before placing an order, please write to us at office@healthandbeauty.ro

S.C. VOLTNET SOFTWARE S.R.L., as administrator of the healthandbeauty.ro website, reserves the right to make changes to these provisions without prior notification to users. Users will have permanent access to the terms and conditions of use of the site, by accessing the "Terms and Conditions" page at any time.

Preliminary clarifications

Certain products sold on healthandbeauty.ro are intended for professional use by qualified persons. Their use by persons who do not have a qualification in the field may lead to accidents or failure to achieve the desired effects. S.C. VOLTNET SOFTWARE S.R.L. assumes no responsibility for any damage or inconvenience that may occur in the case of the use of these products by unqualified persons (e.g. permanent eyelash adhesive, electric manicure cutters, various cosmetic devices, wax for hair removal, etc.).

Prices and taxes

Prices are expressed in RON, and VAT is included in the displayed price. The final price paid by the customer is made up of the purchase price of the product, to which the shipping cost can be added, detailed on the order completion page. Our company does not charge any additional fees. All products will be delivered within the limit of available stock. Vouchers or other loyalty methods are not transferable and cannot be cumulated.

The commercial markup practiced on this site is between 0 and 2000%

Delivery

The delivery of packages is made within a period of between one and seven working days, depending on the chosen delivery method, from the moment the package leaves the headquarters of S.C. VOLTNET SOFTWARE S.R.L. (not from the placement of the order).

The delivery of packages can be made through the Romanian Post or with courier companies. The customer can choose the desired delivery method when placing the order request on the site.

Privacy and data security policy

S.C. VOLTNET SOFTWARE S.R.L. undertakes not to transmit the personal data of the site users to third parties, except to direct collaborators, where access to certain data is necessary for the provision of

services (email marketing/newsletter services, payment processors, courier companies, etc.). S.C. VOLTNET SOFTWARE S.R.L. guarantees the security and confidentiality of the data hosted and transmitted through its IT system. S.C. VOLTNET SOFTWARE S.R.L. will use the users' personal data in order to notify them of promotional offers and news through the site's newsletter and to send coupons, greeting cards or other messages.

The personal data entered by users are necessary for order confirmation, for the delivery of the ordered products and for an optimal subsequent collaboration between S.C. VOLTNET SOFTWARE S.R.L. and its customers. S.C. VOLTNET SOFTWARE S.R.L. does not sell, does not offer, does not exchange e-mail addresses obtained through the healthandbeauty.ro website, does not disclose your e-mail address to other persons who access the pages of this website, without your explicit consent.

In accordance with the laws applicable in Romania, S.C. VOLTNET SOFTWARE S.R.L. disclaims any liability regarding direct or indirect guarantees, including the commercial nature of the products. S.C. VOLTNET SOFTWARE S.R.L. reserves the right to delete or modify the content of the website without any restriction or prior notice.

Rights of data subjects

Starting on 25.05.2018, Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data - GDPR - became applicable.

The rights conferred by this Regulation are:

- right to information;
- right of access to data;
- right to rectification;
- right to erasure of data;
- right to restriction of data processing;
- right to data portability; right to opposition;
- right not to be subject to an individual decision;
- right to address the courts or the National Supervisory Authority for the Processing of Personal Data;
- right to withdraw consent to direct marketing.

Order confirmation

The contract between the Seller and the Buyer is considered concluded at the time of confirmation of the order placed by the Seller. Confirmation can be made by email / sms, when the buyer is notified that the order placed by him on the site has the status "Confirmed Order", without the need for a confirmation of receipt from the Buyer, or by telephone, at the request of the Buyer. Once the contract

is concluded, i.e. confirmation of the placed order, the buyer is obliged to pay the value of the products plus any shipping costs involved, which were previously made known to him, in the steps of placing the order online. When the order is confirmed by the Seller, a complete acceptance of the terms of the Order is made. The Seller does not consider at any time an order placed on the site but which does not have the status "Confirmed Order" as having the value of a Contract. The general terms and conditions of sale will form the basis of the Contract thus concluded, supplemented by the Warranty Certificate issued by the Seller or a supplier thereof.

Site content and intellectual property rights

The content of this site may not be used, reproduced, distributed, transmitted, displayed, for purposes other than those expressly and legally permitted. Extraction of any information followed by any commercial use that goes beyond the scope of private copying regulated by law or for sale or licensing and without having prior written consent of the owners of the property rights constitutes a violation of the terms and conditions.

You also agree not to affect or interfere in any way with the security elements of the site, with elements that prevent or restrict the use, copying of a content or elements that reinforce the limits of use of the site or its content.

The copyright for the logos and slogans of our partners and collaborators belongs to them.

To report any intellectual property rights issues, please write to us at office@healthandbeauty.ro

Disclaimer

The products presented on the site are for example purposes, and certain characteristics may differ from the photos (color, appearance, language, text placement, etc.). The S.C. VOLTNET SOFTWARE S.R.L. team tries to present the products as detailed and correct as possible and to respect the accuracy of the information. However, we do not guarantee that the description of the products and services as well as the content of this website is error-free, complete and current. S.C. VOLTNET SOFTWARE S.R.L. cannot assume responsibility that all the products displayed are available in stock. For this reason, the company reserves the right not to honor the order if the products are no longer available. If a product offered by our store does not correspond to the description or is sent incorrectly, the customer may request a refund, but no other additional compensation.

Product warranty:

All products sold by S.C. VOLTNET SOFTWARE S.R.L. benefit from warranty conditions in accordance with the legislation in force. The products are new, in original packaging and benefit from the legal guarantee of conformity.

Electrical products purchased through healthandbeauty.ro benefit from the usual warranty for a determined period of each product, 24 months for individuals and 12 months for legal entities. Thus, each electrical product delivered will be accompanied by the warranty certificate or declaration of conformity with the manufacturer's or importer's specifications.

Partial or total deletion of the series on the products leads to the loss of the warranty. The shipping costs for products sent for warranty are borne by S.C. VOLTNET SOFTWARE S.R.L..

Conditions for returning products

Our wish is that the products we offer you are in full accordance with your needs. Otherwise, according to Ordinance no. 34/2014 on the legal regime of distance contracts, the products can be returned within 14 calendar days from receipt of the package: "Except for the case where the professional has offered to recover the products himself, the consumer returns the products or hands them over to the professional or to a person authorized by the professional to receive the products, without undue delay and within 14 days at the latest from the date on which he communicated to the professional his decision to withdraw from the contract in accordance with art. 11. The deadline is met if the products are sent back by the consumer before the expiry of the 14-day period". Unilateral termination of the contract within the 14-day period applies only to natural persons, legal persons not having this possibility.

The notification will be dated, signed and sent by you. by e-mail to: office@healthandbeauty.ro In the above-mentioned situation, our customers can return, within the period provided above, the purchased product, without showing any sign of damage or wear. In case the product shows signs of use and wear, according to Ordinance 34/2014 "The consumer is only responsible for the diminution of the value of the products resulting from their handling, other than what is necessary to determine the nature, characteristics and functioning of the products".

S.C. VOLTNET SOFTWARE S.R.L. undertakes to refund the customer the amounts received for the returned products, within 14 calendar days from receipt of the returned product, based on the return form or the notification sent by email to the above-mentioned address, completed by the customer. The data and bank account of the owner are completed in the return form / written notification. The return form on the site is only a model. According to the law, the customer may withdraw from the contract by an unequivocal statement, by any method he wishes: email, postal, verbally, etc.

Shipping costs, in the case of return, will be borne by the consumer according to Ordinance 34/2014: "The consumer bears only the direct costs related to the return of the products". The amount returned to the customer includes all amounts of money received by the seller from the customer for the respective product, including the initial transport costs, if applicable. All returned products for which the full amount is returned must be in perfect condition, without visible traces of use and with the original warranty certificate.

According to Law 249/2015, Art. 16, point 8, "it is prohibited to condition, in any form, the legal rights of consumers regarding the purchased product by keeping the packaging." According to the provision of OUG 34/2014 "the end user is only responsible for the diminution of the value of the products resulting from their handling, other than what is necessary to determine the nature, characteristics and functioning of the products. The diminution of the value of the products must not be discouraging for the end user to exercise his right of withdrawal." As a result, if the consumer returns the product in a condition that diminishes its value, the trader is allowed to deduct part of the amount returned to the customer.

Cosmetic products, make-up, UV gels, cannot be returned if they have broken seals or traces of use. These products sealed by the manufacturer to protect the contents (example: UV gels), cannot be returned unless they have the seal intact, or based on serious reasons (non-conforming product),

requests based on possible opinions related to color shades will not be taken into account, the photos posted on the site are for informational purposes and cannot accurately reflect reality.

Please note! In cases where the returned products are damaged or incomplete, show signs of wear, scratches, bumps, electric shocks, missing accessories, missing warranty certificates, we reserve the right to withhold an amount from the product value (value with VAT), the amount that will be communicated after assessing the damages caused. (information here)

We also reserve the right to refuse to accept the return in the event of abuse (repeated returns).

The amount related to the return is reimbursed to a valid bank account (in lei) opened in the name of the invoice holder.

For orders containing products sent incorrectly by S.C. VOLTNET SOFTWARE S.R.L., the costs of returning and reshipping the products will be fully borne by S.C. VOLTNET SOFTWARE S.R.L.. The products will be returned to the seller via the Romanian Post or courier, without refund, after a telephone or email notification of the seller, using the contact details on the site, with the seller using the same method of reshipping the product. The buyer must ensure proper packaging of the returned product, so as not to suffer damage during transport.

For products that arrive damaged to the customer, the customer is obliged to notify the seller in writing of this within 48 hours of receiving the package, to the site's email address, presenting photo / video evidence of the product in question: photos of the product, packaging and any other information he may consider relevant in this regard. Notifications regarding damage to the product received after the 48-hour deadline will not be taken into account. S.C. VOLTNET SOFTWARE S.R.L. pays special attention to the packaging of the products, but unfortunately we cannot control the way the packages are transported by courier companies, so please check the conformity of the products after you have taken possession of your order, or in person with the courier company representative, if you have opted to open the package upon delivery.

Information and communications

Those who visit the healthandbeauty.ro website can make comments and any other communications on the contact and/or order forms, can share information or opinions on the forum of each product or on the website's e-mail address as long as their content is not illegal, obscene, threatening or defamatory. If information, materials, documents are sent to us, by any possible method including e-mail, post, online forms, it will be considered that the user grants S.C. VOLTNET SOFTWARE S.R.L. the unlimited, free, irrevocable right to use, reproduce, modify, adapt, distribute and present this information by any means.

Product availability

Products are delivered within the limits of available stock, there may be situations in which a product still appears as available on the site, but it has been sold on other channels and the stock is not updated.

Contacting customers

There are situations in which it is necessary to contact the people who place order requests on the healthandbeauty.ro site, to clarify certain aspects related to the order requests received (e.g. at the request of the person who placed the order request, wrong / incomplete delivery dates, product unavailable, etc.). In this case, the person who placed the order request is contacted by phone by a representative of S.C. VOLTNET SOFTWARE S.R.L.. If the person does not answer the phone, then he will receive a written notification, via email, with the situation in question and the request for a response. If the person who placed the order request does not contact us within 48 hours by replying to the notification email or by phone at the numbers on the site (Monday-Friday, between 10:00-17:30), the order request is canceled.

Customers who do not honor their obligation to pick up packages

Customers may have the option of choosing to pick up an order from the post office or from the headquarters of the courier company. For a customer who places an order and does not pick it up from the post office or from the courier company, advance payment is required for the next order placed. Repeating this incident will result in the obligation to pay in advance for all orders placed with S.C. VOLTNET SOFTWARE S.R.L., or the blocking of the respective customer and the cancellation from the system without prior notification of the order requests that he places.

Fraud

In order to access and use certain sections of the website, it may be necessary to create a personal account. You hereby declare that you assume full responsibility for all and any of the activities carried out through the account you open on the website and, consequently, we advise you to ensure the security of your account password or other access data. If the security of your account is compromised, you must immediately notify the site administrator. healthandbeauty.ro is not responsible for any damages caused to you or to third parties of any kind, through unauthorized use of the account.

Any attempt to access another user's personal data or to alter/modify the content of healthandbeauty.ro, to affect the server on which the site runs will be considered an attempt at fraud, S.C. VOLTNET SOFTWARE S.R.L. reserving the right to initiate criminal proceedings against those who have attempted the acts described above. Fraud also constitutes placing an order with a false address or false identification data. In this case, the competent authorities will be notified to resolve the case.

Applicable law

By using the healthandbeauty.ro website, the user agrees that Romanian laws will govern the Terms and Conditions of Use and any dispute of any kind that may arise between users and the administrators of healthandbeauty.ro or its associates/partners/affiliates. In the event of any conflicts, an attempt will be made to resolve them amicably first, and if amicable resolution is not possible, the conflict will be resolved in court, in accordance with Romanian laws in force.

Service availability

The administrator of healthandbeauty.ro reserves the right to modify the structure and interface of any page or subpage of the healthandbeauty.ro site at any time and at any free time interval chosen, having

the right to interrupt temporarily or permanently, partially or completely the services made available to the public through this website without any prior individual or general notice.

Terms and conditions for returning products

According to Ordinance no. 34/2014, regarding the legal regime of distance contracts, products are returned within 14 calendar days from receipt of the package, without invoking a reason. In the situation mentioned above, customers can return, within the term provided above, the purchased products:

Cosmetics

- with the original label;
- with all related accessories;
- without traces of use, without showing any sign of damage or wear;
- without damaged packaging, scratches
- to be sealed

Devices

- with the original label;
- with all related accessories;
- with the original warranty certificate;
- without visible signs of damage;
- without unauthorized interventions or those that do not comply with the instructions for use that accompany the products;
- without damaged packaging, scratches, mechanical/electrical shocks.
- Products such as electric toothbrushes, oral irrigators, epilators, hair clippers or other personal care devices are exempt from the right of return, if they show signs of use or are unsealed, according to Article 16, letter E of O.U.G. 34/2014. Therefore, please do not open their packaging if you believe that the model is not suitable for you, for this category of products.

S.C. VOLTNET SOFTWARE S.R.L. undertakes to refund the customer the amounts received for the returned products, within 14 calendar days from the receipt of the returned product, based on the return form or the notification sent by email, completed by the customer. The return form must include the data and bank account of the holder. The return form on the site is only a model. According to the law, the customer may withdraw from the contract by an unequivocal statement, by any method he wishes: email, mail, verbally, etc.

All returned products, for which the full amount is returned, must also meet the conditions mentioned above. We reserve the right to refuse to accept a return if the returned products do not meet the return conditions provided above.